

**2020–2022**

**FEDERATION OF AGRICULTURAL EMPLOYERS MTA**

**AND**

**INDUSTRIAL UNION'S**

**COLLECTIVE AGREEMENT**

**FOR HORTICULTURE**

**1 February 2020 – 31 January 2022**

**Instructions on the implementation of this collective agreement are only provided by representatives of the undersigned organizations to Union members.**

**Reprinting and even partial copying are prohibited.**

**This is an unofficial translation from Finnish to English.  
Only original text of the Collective Agreement in Finnish is authoritative.**

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**INDUSTRIAL UNION'S**

**COLLECTIVE AGREEMENT**

**FOR HORTICULTURE**

**1 February 2020 – 31 January 2022**

**I GENERAL PROVISIONS**

**Section 1 Scope**

This is a nationwide collective agreement, and its provisions are adhered to in all employments between the MTA's member companies operating in horticulture and their employees.

The agreement is applied to the following:

- companies producing flowers, indoor plants, vegetables, seedlings and mushrooms
- companies renting flowers and indoor plants and providing maintenance services for them
- flower houses and plant centres in which plant management is a significant part of the company's operations, and
- garden product wholesale and retail as part of the company's operations.

All employees of the company, apart from those supervisors who can make decisions relating to the terms and conditions of the employees' employment, are covered by this agreement.

As part of this agreement, also the following agreements between the undersigned unions are adhered to:

- 1) training agreement
- 2) shop steward agreement, and
- 3) occupational safety agreement.

## **Section 2 The right of association**

Both the employer and the employees have the right to decide whether or not to join trade unions.

## **Section 3 Commitment to industrial peace**

This collective agreement binds the undersigned unions and their affiliates, as well as those employers and employees who are or have been members of these unions during the term of this agreement.

A strike, embargo, lock-out or other such measure that aims to bring about change to this agreement, carrying out a demand contradicting this agreement, or pressuring the opposing party to interpret this agreement in a certain way, is prohibited during the term of this agreement or while negotiations are on-going.

## **II EMPLOYMENT PROVISIONS**

### **Section 4 Equal treatment of all workers**

The employer shall not introduce any discrimination between employees due to their age, health, gender, ethnic background, sexual orientation, language, religion, opinion, family relations, trade union activity, political activity, or any other similar reason. The prohibition of discrimination on grounds of gender is set forth in the Act on Equality between Women and Men (609/1986).

### **Section 5 Commencement of employment, conclusion of an employment contract and trial period**

1. The employer or a representative authorized by the employer has the right to engage and dismiss employees, and to direct and assign work.
2. The employment contract is made in writing.
3. The employment contract shall determine whether the contract is
  - a) for a fixed term, or
  - b) for an indefinite term (i.e. continuous).

The contract is a fixed-term contract, for example, when it has been agreed on a specific task, or when the duration of the employment is otherwise determined based on the purpose of the contract.

4. An employee who has turned 15 can conclude or terminate his or her own employment contract.
5. The employer and the employee can agree on a trial period that begins at the start of the employment and ends no later than after six months. If the employee has been absent during this trial period due to disability or family leave, the employer has the right to extend the trial period by a month for each 30-day period within the disability or family leave period. The employer has to notify the employee of extending the trial period before the expiry of the trial period.

In fixed-term contracts, the trial period with its extensions may be no longer than half of the duration of the employment contract, but not in any case longer than six months.

If the employee has previously been employed by the same employer for at least three months and is now engaged in similar tasks, the trial period is not applied.

The trial period can only be applied when a written employment contract has been made.

6. If the employment contract has been concluded orally before 31 January 2020, or if the information is not included in the written employment contract and if the contract remains valid for at least one month, the employer shall provide the employee with a written document of the main conditions of employment no later than by the end of the first payment period.
7. The employer must provide a new employee or an employee transferring from another task with sufficient guidance. The employee must receive proper instructions on his or her new task and any related safety considerations.
8. The employee who has been appointed as the mentor must be given sufficient time for the orientation. The mentor role increases the determination of a job requirement group for the employee.
9. It is the employer's duty to ensure that the responsible workplace instructor appointed to the workplace has adequate mentoring skills and that, where appropriate, the instructor receives an appropriate training that covers the specific characteristics of the sector. Training time is paid. The employer is responsible for costs related to training.

The workplace instructor must be given sufficient time to prepare for guidance and the actual mentoring work. The role of a workplace instructor increases the determination of a job requirement group for the employee.

## **Section 6 End of employment and periods of notice**

1. For continuous employments, the following periods of notice shall be observed when the employer terminates an employment contract:

<i>The employment has continued without interruption</i>	<i>Period of notice</i>
for no longer than a year	14 days
for over a year but no longer than 4 years	1 month
for over 4 years but no longer than 8 years	2 months
for over 8 years but no longer than 12 years	4 months
for over 12 years	6 months

The following periods of notice shall be observed when the employee terminates an employment contract:

<i>The employment has continued without interruption</i>	<i>Period of notice</i>
for no longer than 5 years	14 days
for over 5 years	1 month.

2. A fixed-term or otherwise temporary employment contract shall expire with no period of notice.

### **Grounds of termination**

3. The employer shall not terminate an indefinitely valid employment contract without a proper and compelling reason in accordance with the Employment Contracts Act Chapter 7 section 2. These grounds for termination include reasons that allow for the termination of the employment contract in accordance with the Employment Contracts Act, as well as reasons relating to the employee's person, such as neglecting one's duties, non-compliance with orders given by the employer within their right to manage work, breach of police regulations, unauthorised absence, and manifest negligence at work.

In addition, 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 the

reorganization of the employer's operations, as provided in section 7(3) of the Employment Contracts Act.

4. If the employee is prevented, by illness or accident, from performing his or her duties, these cannot be regarded as grounds for terminating the employment contract, unless the employee's working capacity is substantially and permanently reduced thereby.

The employer shall not terminate an employment contract on the basis of the employee's pregnancy or because the employee is exercising his or her right to the family leave laid down in the Employment Contracts Act.

### **Delivery of notice on the termination**

5. The termination of employment must be done in writing or in another verifiable way. If the employment contract is terminated by the employer, the notice of termination must include the reason for terminating or ending the employment contract. The date on which the termination of employment takes place is included in the notice period. Any unused annual leaves accrued during the current holiday qualifying year can be included in the notice period, if mutually agreed between the employer and the employee.

### **Provisions on termination of employment and lay-off**

6. If an employee's employment contract is terminated or he or she is laid-off based on other grounds than those relating to the employee's person, the employer must, if possible, follow a rule according to which those professionals who are important for the business operations, or those who have lost some of their working capacity while employed by the same employer, are dismissed or laid-off the last. In addition, the duration of the employment, as well as the amount of maintenance liability, are considered.

### **Non-observance of the notice period and the set-off right**

7. An employer who terminates an employment contract without observing the notice period shall pay the employee full pay for a period equivalent to the notice period.
8. Employees who have not observed the notice period are required to pay the employer an amount equivalent to their pay for the notice period. The employer is entitled to deduct this amount from the payoff to the employee in accordance with the provisions on the employer's set-off right laid down under Chapter 2, section 17 of the Employment Contracts Act.
9. If the notice period has been observed in part only by either party, the liability is limited to what is equivalent to the pay due for the non-observed part of the notice period.

### **Termination on assignment of the enterprise**

10. The provisions on termination upon the assignment of the enterprise are laid down in chapter 7, section 5, in the Employment Contracts Act. These provisions on the assignment of the enterprise are applied to situations where only a part of the enterprise is assigned or when the enterprise is leased.

### **Cancellation of the employment contract**

11. Notwithstanding the above in sections 1 and 2, the employer and employee are entitled to cancel an employment contract with an immediate effect in situations referred to in chapter 8, section 1, in the Employment Contracts Act.

The right to cancellation lapses if the employment contract is not cancelled within 14 days of the date on which the contracting party is informed of the existence of the cancellation grounds.

### **Lay-off**

12. Laying off means temporary interruption of work and remuneration on the basis of an employer decision or an agreement made on the employer's initiative, while the employment relationship continues in other respects. If the conditions laid down in the Employment Contracts Act are met, the employer is entitled to lay off employees either for a fixed period or indefinitely by interrupting the work completely or by reducing an employee's regular working hours prescribed by law or contract to the extent necessary in view of the grounds for laying off the employee.

The employer shall give the employee a written notice of the lay-off in no less than 14 days before the lay-off begins. If the work has diminished due to a financial or production-related reason, and thus, the lay-off is necessary, the employer must notify the employee or the shop steward as soon as the necessity of the lay-off becomes apparent.

For lay-offs of indefinite duration, the employer shall notify the employee of resumption of work as soon as possible but no later than seven days in advance unless otherwise agreed.

Employees are entitled to terminate an employment contract made with another employer for the lay-off period, regardless of its duration, at five days' notice.

If the employer offers, instead of a lay-off, a vocational training, further training and retraining in accordance with the section 2 of the Training

Agreement, and if the duration of this training is at least five working days, one (1) day off as laid down in the section 7a of the Collective Agreement may be used for this training.

### **Employee's participation in an employment programme during the notice period**

13. If not otherwise agreed after the notice is given, the employee is entitled to a paid leave in order to participate during the notice period in an employment programme, unprompted job search or one that is prompted by an authority, a job interview, relocation coaching, workplace learning and practical training, or employment training in accordance with his or her employment programme. The duration of the leave is, depending on the duration of the employment, as follows:
- 1) up to 5 days, if the notice period of the employee is up to one month
  - 2) up to 10 days, if the notice period of the employee is more than one but no more than 4 months
  - 3) up to 20 days, if the notice period of the employee is more than four months.

The leave can be granted provided that it is not likely to have significant adverse effects on the employer.

The employee shall notify the employer of the leave without delay, and on request, present credible proof of the grounds for the leave.

## **III WORKING TIME PROVISIONS**

### **Section 7 Regular working time**

#### **1. The limit of regular working time**

Regular working time is up to 8 hours a day and 40 hours a week.

#### **2. Average regular working time**

If the company's production needs so require, the weekly regular working time can be arranged as average working time. Daily working time can then vary between 4 and 10 hours, while the weekly working time is up to 50 hours.

The 10-hour shifts can be used for no more than two consecutive weeks, except in tree nurseries, where the maximum is three weeks during the

spring season. Following these weeks, there must be at least a week with up to 8 working hours a day.

The regular weekly working time must average out at 40 hours on average during a maximum of 52 weeks.

If the employee's employment is terminated during the ongoing compensation period for reasons relating to the employer, and the working time has not averaged out at 40 hours, a remuneration corresponding to the wage paid for weekly overtime is paid for the unused compensatory time-off. If the employee's employment is terminated during the ongoing compensation period for reasons relating to the employee, and the working time has not averaged out at 40 hours, a remuneration corresponding to the wage paid for regular working time is paid for the unused compensatory time-off. If the actual working time has remained under 40 hours, and the wage has been paid according to 40-hour weekly working time, the employer is entitled to deduct the overpaid amount from the employee's payoff.

### **Application guide:**

The use of working times in accordance with the work roster is based on the company's production needs and/or the needs of the employees. The working time in accordance with the work roster refers to shifts, the length of which can vary between four and ten hours. There can be several shifts of varying lengths in a week. The lengths of the shifts can also vary weekly or monthly.

The weekly working hours can vary in shifts referred to in the work roster. However, the regular working time shall not exceed 50 hours. The weekly working time must average out at 40 hours in a period of 52 weeks. This must be considered when compiling the work roster and when monitoring working time based on that roster.

### **3. Local agreements**

If locally agreed, the daily working time in accordance with the work roster can be 11 hours for up to one week. In this case, the regular weekly working time can be up to 55 hours. After the one-week period, the daily shifts cannot exceed 8 hours for at least a week.

When applying an average working time or a working time bank as referred to in the working time adjustment system, it can be locally agreed that the wage is paid according to the average weekly working time of 40 hours.

#### 4. **Transferring days off**

When the second day off in a week is transferred to be given at a later time, the working hours of one shift are added to the total working time of the week in question.

With an employee's consent, also the weekly rest day can be transferred for a later date. In this case, the working hours of two shifts are added to the total working time of the week in question. At least one of the transferred days off must be given within two weeks.

##### **Application guide:**

When transferring holidays, the employer must take into account the workload caused to the worker by long periods of work, as well as the occupational safety and health risks involved. The employer must consult the employee in relation to his or her coping with work.

#### 5. **Advance working time planning**

##### **Working time plan**

When using the average working time referred to section 2, the employer compiles a working time plan based on a 40-hour working week. This plan must include the start and end dates of the working time arrangement applied in the company. If possible, the plan should state the length of weekly working time in different periods. The working time plan is compiled for the working time adjustment period. The working time plan can be modified, if necessary. The working time plan shall be communicated to the employee before the working time arrangement commences.

If the regular working time has not averaged out at 40 hours a week during the working time plan, the exceeding hours are considered as weekly overtime.

##### **Work roster**

A work roster is compiled for the workplace, and this roster states the length of an employee's regular shift, as well as its start time. The work roster is compiled at least for a four-week period, unless the irregularity of the work to be carried out deems it impossible. The work roster should still be compiled for as long a period as possible.

During the compilation of the work roster, the employer shall hear the shop steward, or if there is no such person, another representative appointed by the employees.

The work roster shall be communicated to the employees in good time. Unless otherwise agreed at the workplace, the roster shall be communicated at least four days prior to the period referred to in the roster.

When compiling the work roster, the employer shall ensure that the shifts will not cause unreasonable harm or stress to the employees.

Due to production needs or other reasons (e.g. weather conditions), the shifts laid down in the work roster can be altered as locally agreed. The need for alteration can be expressed by the employer or the employee.

6. If there is no working time plan or work roster as referred to in section 5 at the workplace, the limit for regular working time is set to 8 hours a day and 40 hours a week, when calculating possible overtime.
7. A working week starts at 6 a.m. on Monday morning.

## **Section 7a Reduced working hours**

1. The working time shall be reduced in those working time patterns where the regular working time is 40 hours a week.

In addition, the prerequisite for the reduction of working time is that the annual working time is otherwise reduced only by church holidays, Midsummer Eve, Independence Day, Christmas Eve, New Year's Day, Labour Day, the Saturday following Christmas and Easter, as well as the reduced working hours implemented in accordance with the comprehensive incomes policy agreement signed on 28 March 1984.

2. An employee accumulates holiday for regular working days during a calendar year in the working time patterns referred to in section 1 as follows:

### **1 February 2020 – 31 December 2020**

<i>Completed regular working days</i>		<i>Amount of working time reduction</i>	
		<i>in days off</i>	<i>in hours</i>
at least	20	1	8
at least	40	2	16
at least	60	3	24
at least	80	4	32

at least	100	5	40
at least	120	6	48
at least	140	7	56
at least	160	8	64
at least	180	9	72
at least	200	10	80
at least	212	10.5	84

### 1 January 2021 – 31 December 2021

<i>Completed regular working days</i>		<i>Amount of working time reduction</i>	
		<i>in days off</i>	<i>in hours</i>
at least	18	1	8
at least	36	2	16
at least	54	3	24
at least	72	4	32
at least	90	5	40
at least	108	6	48
at least	126	7	56
at least	144	8	64
at least	162	9	72
at least	180	10	80
at least	198	11	88
at least	212	11.5	92

### From 1 January 2022 onward

<i>Completed regular working days</i>		<i>Amount of working time reduction</i>	
		<i>in days off</i>	<i>in hours</i>
at least	17	1	8
at least	34	2	16
at least	51	3	24
at least	68	4	32
at least	85	5	40
at least	102	6	48
at least	119	7	56
at least	136	8	64
at least	153	9	72
at least	170	10	80
at least	194	11	88
at least	212	12.5	100

The form in which the holiday is given is locally agreed. In local negotiations, both the needs of the company and the personnel are considered. Unless otherwise locally agreed, the employer notifies the employee of the timing for the holiday at least a week in advance. The holiday is given by the end of April of the year following the year during which the holiday has accumulated at the latest.

If the working time reduction is applied by shortening the daily or weekly working time, the employee's pay is calculated according to a 8-hour shift.

It can be agreed with the employee that working time reduction holidays will not be taken. In this case, the employer pays the employee a separate compensation that is calculated from the average hourly wage as follows:

- 4.6% as of 1 February 2020
- 5.0% as of 1 January 2021
- 5.5% as of 1 January 2022

This compensation is not taken into account when calculating the average hourly wage or compensations for overtime, Sunday work or emergency overwork.

#### **Application guide:**

1. If the working time reduction is given by shortening the daily working time, these days are counted as completed regular working days.
2. The working time reduction does not change the provisions on overtime laid down in the collective agreement.

All regular working days apart from annual holidays for which the employer is obligated to pay wages in accordance with the collective agreement, as well as those days of absence that are due to duties in municipal honorary posts or participation in meetings of Industrial Union's central council or board, or participation in collective bargaining and meetings of joint working groups appointed by collective bargaining committees, are counted as completed working days.

The annual holiday arrangements that exceed the statutory annual holiday, as well as regularly each year recurring additional days off, are deducted from the amount of working time reduction, until the total working time reduction applied during years 1986–1990 exceeds these holiday arrangements.

3. For an employee who is paid by the hour, the compensation for the duration of the holiday is paid according to the average hourly wage. The compensation shall be paid to the employee in the pay period in which the annual holiday is taken.

For employees with monthly wages, the loss of earnings is compensated by maintaining the monthly wage as it is during the months in which the working time has been reduced.

If the employee's employment is terminated and he or she has been granted holiday before it has accumulated, the employee is liable to pay the employer a wage corresponding to the given holiday. The employer is entitled to deduct this amount from the employee's payoff.

If the employee's employment terminates and the accumulated holiday has not been given by that time, the employee is paid a wage corresponding to the accumulated holiday.

### **Working time reduction and annual holiday**

When determining the length of the annual holiday, also those days in which the employee has not been working but on holiday as laid down in this section are counted as completed working days.

## **Section 7b Working time bank**

### **Making local agreements on working time bank**

Implementing a working time bank at the workplace can be locally agreed. The working time bank refers to a voluntary system, in which different statutory holidays or holidays based on the collective agreement, as well as the regular working time, can be transferred to a later date.

#### **Application guide:**

The working time bank can be also applied in working time arrangements where the regular working time is less than 40 hours a week.

The introduction of the working time bank, as well as its termination, are agreed upon between the employer and the shop steward. If a shop steward has not been selected, the matter is agreed upon between the employer and the employee.

The agreement on the working time bank shall be made in writing. The following matters should be agreed upon, when making the agreement:

- what holidays can be saved and under what kind of conditions
- what are the limits set for saving and borrowing holidays
- when and in what kind of situations the holidays can and cannot be taken
- when and in what kind of situations agreed upon holidays can be transferred or interrupted
- how monetary compensations are changed to corresponding free time
- with what kind of procedures the employee can monitor the accrual in his or her working time bank.

The following holidays can be transferred into the working time bank, if agreed:

- time off for compensating the average working time
- the second rest day of the week (Saturday)
- working time reduction leave
- overtime compensation given as a holiday (basic wage + increase component)
- the increase component for Sunday work given as a holiday
- end-of-holiday pay changed to a holiday
- saved annual holiday in accordance with the Annual Holidays Act
- working hours based on average regular working time.

The maximum and minimum limits for working hours in the working time bank are locally agreed. When using monthly wages or when an employee with hourly wage is paid according to an average 40-hour working week, the negative balance of working hours that are transferred into the working time bank can be no more than 172 hours.

The employer must ensure that the time off for compensating regular working hours is given no later than within 52 weeks.

### **Using hours saved in the working time bank**

The hours transferred into the working time bank are payable. The pay for the holiday taken is determined according to the timing of the holiday. Taken holidays are counted as working days when earning annual holiday.

Unless the employer and employee otherwise agree, the employee is entitled to have free time for at least 80 hours, if the working hour balance in the working time bank allows. Generally, the holiday is given as entire days off and on consecutive days. If the employer and the employee agree, the holiday can also be taken in shorter periods than a day.

The timing of the holiday is agreed upon between the employer and the employee. If the timing of the holiday cannot be agreed upon, the employee has the right, if the balance of working hours in the working time bank so allows, to use up to 25% of the working hours in the bank with a two-month notice, unless otherwise locally agreed.

The employer shall notify the employee about other entire days off at least 7 days before the holiday is taken. If the employer and the employee agree, the holiday can be taken in shorter periods than a day and in accordance with a shorter notification period.

### **Terminating the working time bank**

The working time bank can terminate due to the termination of the employee's employment contract or as the working time bank agreement terminates. The employee has the right to join the working time bank and resign from it. The joining and resigning must be done in writing.

As the working time bank agreement terminates or the employee resigns from it, the compensation for any unused holidays is calculated according to the number of hours and the average hourly wage.

When an employee's employment contract terminates, the salary calculated according to the average hourly wage is paid for any unused holidays, unless the holiday or a part of it is taken during the notice period.

If an employment relationship of less than 6 months ends on grounds related to the employer, an increased salary of 50% shall be paid for the duration of any unused holidays, unless the holiday or a part of it is taken during the notice period.

As the working time bank terminates, any undone working hours are placed on the employee's notice period.

If there are any paid but undone working hours in the working time bank when an employment contract ends, the employer is entitled to deduct the corresponding amount from the payoff.

The holidays transferred into the working time bank lose their original identity, and no adjustment and limitation periods referred to in the Working Hours Act and Annual Holidays Act are applied.

## **Section 8 Breaks**

### **Break for eating**

1. When the working time is at least six hours, the employees are given at a time set by the employer one break for eating that is not included in the working time.

If locally agreed upon, the break for eating can be shorter than an hour, but nevertheless at least 30 minutes. During the lunch break, the employee is free for all work duties, and he or she shall be entitled to leave the workplace.

If the continuation of the work so requires, it can be locally agreed that the employee can have his or her meal while working, in stead of the abovementioned lunch break, and use no more than 20 minutes of working time for having the meal.

### **Other breaks**

1. During an 8-hour shift an employee is entitled to two 12-minute breaks. If the shift is less than 8 hours, the employee is entitled to one 12-minute break. If the shift is at least ten (10) hours in accordance with the roster system, the employee is entitled to three 12-minute breaks.

When a roster system referred to in section 7 or a working time reduction referred to in section 7a are applied so that the shift is at least seven (7) hours long, the employee is entitled to two 12-minute breaks.

2. If the employee works overtime, he or she is entitled to take a 12-minute break immediately after regular working hours, and again in every two hours, if the overtime lasts for longer. If the duration of the overtime is estimated to last up to an hour, the abovementioned break shall not be taken.
3. Breaks are included in the working time. The times during which breaks can be taken are agreed upon locally. When agreeing on breaks, employees' well-being at work is taken into account.

## **Section 9 Time off**

1. An employee is given on Sunday, or if this is not possible, on another day of the week, a continuous weekly rest of at least 35 hours.
2. If production-related reasons so require, the weekly rest can be postponed, if agreed. However, a related holiday that reduces regular working time

must be given at least within two months from its original timing. If the weekly rest has not been granted as explained above, the employee is paid a weekly rest period compensation corresponding to the wage of the working time spent.

3. Saturday is often the second rest day of the week. In jobs that must be performed in every day of the week, another day in the same week could be granted as a rest day in stead of Saturday. This rest day should be placed close to the weekly rest day.

Christmas Eve, Easter Saturday and Midsummer Eve are holidays, unless compelling production-specific reasons otherwise require. The payment for the work performed on these days is the regular salary increased by 100%.

## **Section 10 Overtime and maximum working time**

1. Work hours, including overtime, performed by an employee shall not exceed an average of 48 hours per week over a six-month period. The maximum working time includes all possible working hours in aggregate.
2. The employer and the employee mutually agree on performing overtime work, and this agreement should be made as clearly as possible, and it should be verifiable.

A notification of the overtime requirement should be given on the previous day. The employer must notify the employee of the overtime before the rest period during regular working hours at the latest.

## **Section 11 Additional work**

Workplaces may locally agree on the possibility of working additional 172 hours without overtime rates. A condition for this agreement is that a shop steward has been elected at the workplace and that the contract for the additional work is made in writing between the shop steward and the employer. In the absence of a shop steward, the application of a local agreement requires that the Industrial Union and the Federation of Agricultural Employers MTA have accepted the content and the application of the local agreement. For part-time employees, hours can be agreed in relation to working time.

**The contracting parties have drawn up separate guidelines for additional work for the workplaces.**

## Section 12 Emergency work

Emergency work can be carried out, if the conditions outlined in the Working Hours Act (605/96), section 21, are met.

## Section 13 Stand-by

1. In accordance with a separate agreement, if an employee is required to remain in his or her apartment or in the vicinity for a possible call to work, the compensation for this stand-by time is half of the wage corresponding to the employee's average hourly wage. This stand-by time is not included in working hours.
2. If locally agreed, the stand-by time can be changed to free time during regular working hours. The duration of this free time is half of the stand-by time.

## Section 14 On-call duties

It may be locally agreed that the employee shall be at the employer's disposal outside his or her regular working hours and prepared to arrive at the place of work / to work as agreed or when called out.

The agreement concerning on-call duties shall be made in writing in advance. The agreement shall indicate the number of hours the employee is required to be on call, the time within which the employee is expected to arrive at work when called out, the amount of compensation for on-call hours and the term of notice for the agreement.

Compensation for the restrictions on an employee while on call shall be agreed on locally. Unless otherwise has been agreed, the minimum compensation for being on call is EUR 21/day rounded up to the next full day. It may also be locally agreed that on-call hours are compensated for as time off in lieu. The on-call hours are not included in working hours.

The work performed during on-call hours is paid according to the hours worked.

### Application guide:

Stand-by and on-call duties shall not be assigned simultaneously.

## Section 14a Emergency out-of-hours work

1. Emergency out-of-hours work refers to any work to which an employee other than the one on duty as provided under section 16 must attend

outside his or her regular working hours and having already left the workplace.

2. For the emergency out-of-hours work, the compensation covers both the regular salary, and a call-out pay, the amount of which is determined according to the call-out time as follows:
  - A. If the call to work occurs outside regular working hours or while the employee has a day off, but no later than at 9 p.m., the compensation corresponds to the basic salary for one hour.
  - B. If the call to work occurs between 9 p.m. and 6 a.m., the compensation corresponds to the basic salary for two hours.

## IV SALARY PROVISIONS

### Section 15 Salary

#### Salary provisions

1. The employee's personal salary consists of the following:
  - a) job-related salary element that shall be determined on the basis of the requirements of the position
  - b) proficiency bonus based on the employee's personal performance in his or her duties.

**Hourly wages in the job requirement groups and the minimum level of the proficiency bonus for 1 February 2020 are as follows:**

<i>Job requirement group</i>	<i>Proficiency bonus, minimum level (4%)</i>	<i>Salary scale including the proficiency bonus of 4%</i>
<i>€/h</i>	<i>cents/hour</i>	<i>€/h</i>
1	35	9.06
2	37	9.50
3	38	9.99
4	40	10.51
5	42	11.04

**The hourly wages in the job requirement groups and the minimum level of the proficiency bonus from 1 February 2021 onward are as follows:**

<i>Job requirement group</i>	<i>Proficiency bonus, minimum level (4%)</i>	<i>Salary scale including the proficiency bonus of 4%</i>
<i>€/h</i>	<i>cents/hour</i>	<i>€/h</i>
1	35	9.20
2	37	9.64
3	39	10.14
4	41	10.66
5	43	11.19

## 2. **Job requirement groups**

Job requirement refers to the requirements of the work for the employee. The requirement evaluation of a position shall be based on the job descriptions, in which the knowledge, responsibility and stress relating to the duties are taken into account.

The requirement evaluation takes place at the workplace. The job requirement group of an employee is determined based on his or her primary duties. The role of a workplace instructor and mentor will increase the employee's salary category.

### **Job requirement group 1**

Work that requires a brief orientation but no previous experience. Responsibility and stress are minimum.

### **Job requirement group 2**

Work that requires previous experience. The stress level is quite low, and there is a normal level of responsibility.

### **Job requirement group 3**

Work that requires vocational education or corresponding work experience. The responsibility and stress relating to the work are normal.

#### **Job requirement group 4**

Work that requires vocational education and/or profound work experience. The responsibility and stress relating to the work are higher than normal.

#### **Job requirement group 5**

Work that requires vocational basic and further education and/or varied and profound work experience. Performing the duties requires very high responsibility, independence or a supervisory position. The stress level at work is very high.

### **3. Determining the job requirement groups at the workplace and placing employees in them**

#### **3.1. Determining the job requirement groups**

The tasks performed at the workplace are divided into the abovementioned job requirement groups according to their requirement level. This dividing of the tasks in the job requirement groups is done by the employer and the employees' representative or representatives as locally agreed.

#### **Application guide:**

The job requirement groups are determined so that they correspond with the requirement levels of different tasks at the workplace, and that the employees can be placed in them, as laid down in the agreement. When determining the job requirement groups, the tasks at the workplace can be evaluated as sets of work.

#### **3.2. Determining a job requirement group for an employee**

Determining a job requirement group for an employee is done by the employer or its representative together with the employee in question. The employer's representative must be thoroughly familiar with the remuneration of employees in the company. If there is a disagreement over determining a job requirement group for an employee, the employee can ask the shop steward representing the employees to participate.

As for the information submitted to the shop steward, the provisions laid down in section 6, paragraph 1 of the shop steward agreement apply.

### Application guide:

When the employer determines the job requirement group for the employee, this determination shall be based on the requirements of the employee's duties. If the employee's duties include tasks from different job requirement groups, the employee's job requirement group is determined based on his or her primary duties or by determining a weighted job requirement group for the times spent in duties belonging to different job requirement groups. Using these times requires a task-specific working time record, or if this is not available, a work plan.

#### 4. Determining a proficiency bonus for an employee

The employer determines the proficiency bonus that is included in the employee's remuneration based on the level of proficiency the employee demonstrates in his or her duties. The employer determines the system applied in the workplace based on key factors which include the following:

- grounds for the proficiency bonus
- scaling the system according to improvements in proficiency
- the amount of the proficiency bonus.

The grounds for the system that is applied in the workplace are explained for all the employees.

When determining the proficiency bonus, the employer can use the following grounds and company-specific factors:

<b>GROUND</b>	<b>DESCRIPTION</b>
Work experience	- utilizing previous work experience in current duties
Performance	- performs duties efficiently
Quality of work	- adheres to the company's quality systems and/or quality standards - only rarely has to correct deficiencies resulting from negligence or predictable faults
Cooperation skills	- is capable of working productively with others
Customer orientation	- takes responsibility for the clients - represents the company in a positive manner
Capacity to develop	- wants to learn and get to know new task and work methods
Economy	- cost-minded when it comes to i.e. materials and work methods

Special skills	- vocational special skills that are not included in the factors evaluated in the job requirement group and that can be utilized when performing duties
Company-specific	
Company-specific	

The amount of the proficiency bonus included in the employee's salary is indicated in monetary value (cents or euros). The proficiency bonus is 4–30 per cent of the salary of the job requirement group.

The proficiency bonus is determined for the first time no later than when the employment has lasted for 10 months. Previous employments with the same employer are considered when calculating the abovementioned 10-month period.

The proficiency bonus can also be determined already at the start of the employment, if it is justified due to previous work experience, for example.

The proficiency bonus is reviewed, when the employee's duties change or the grounds for determining the proficiency bonus so require, but at least once a year.

If no grounds, amount and scaling for the proficiency bonus have been determined at the workplace as outlined in sections 4–5, the proficiency bonus paid to the employee shall be at least 5%.

## 5. Performance evaluation during employment

During the employment, it is recommended to have an annual performance evaluation between the supervisor and each employee, in order to go through, i.e., personal remuneration criteria and their realization. The performance evaluation is also justified, if the employee's duties are substantially altered or the proficiency level of the employee changes.

## 6. Incentive remuneration and profit bonus

If locally agreed, the remuneration system can be complemented with incentive remuneration based on productivity, reliability or increase in raw material economy, for example. When the grounds for determining the incentive remuneration are agreed, it is also agreed, whether or not to include this incentive remuneration in calculating the average hourly wage.

The incentive remuneration paid to the employee is included in the calculation of annual holiday compensation and pay, if it is agreed that the incentive remuneration will not be included in the average hourly wage.

The employer can, by the decision of the corporate management or the general meeting, pay a profit bonus tied to turnover, gross margin, value added or return on investment, for example. The grounds for dividing the bonus is locally agreed upon by the employer, or the employees are given a report on these.

## **Section 16 Apprenticeship students, trainees, school-aged children and those on a vocational preparation programme**

1. The salary for an apprentice without previous work experience in the field is at least 85% of the salary in the job requirement group 1 for the first year. For the second year, the salary is at least 95% of the salary in the job requirement group 1. For the third year, the apprentice is paid at least the full salary in the job requirement group 1.

**Note!** If previous work experience in the field is missing, the experience gathered in other fields is considered a factor for salary increases.

The salary of an apprentice doing his or her further education is at least the salary of the job requirement group two.

If the apprenticeship has started during employment, the salary is determined according to the employee's own duties.

When the training is completed, the basis for the salary is always reviewed. For other aspects than the salary, the conditions laid down in this agreement apply.

2. If a student studying in a vocational education institute is doing practical training that is part of his or her studies as a contracted employee, the salary is at least 85% of the salary in the job requirement group one.
3. If a student studying in comprehensive school, high school or other education institute, or a young person who has completed his or her comprehensive school or high school during the year in question, works for the company during school holidays or other free times, the salary is at least 70% of the salary in the job requirement group one.
4. An employee with no previous work experience in the field is paid at least 90% of the salary in the job requirement group one for the orientation period.

The salary of the orientation period can be paid for the period at the start of the employment during which orientation is required for up to two months. If the employment is shorter than four months, this period can be no more than half of the length of the employment.

## **Section 16a Compensation for vocational degree and specialised vocational training**

If an employee during his or her employment is completing a vocational degree or specialised vocational training, the employer shall pay a degree-specific compensation of 114 euros for the vocational degree as a one-time compensation.

## **Section 17 Incentive wages**

1. Tasks for which incentive wages apply can be locally agreed. The remuneration shall be agreed upon before the work is started.

An incentive wage refers to a wage that is based entirely on the quantity of output, or the quantity and quality of output, as well as a wage partially based on the time and the actual work performance.

2. When the tasks with incentive wages are agreed upon, the job requirement groups in this agreement are used as a basis for their pricing. If multiple job requirement groups must be applied to the pricing, the primary requirement group of a given task is used as a basis.
3. For work with incentive wages, the tasks must be priced so that the employee's earnings with normal contract work speed are at least 20% higher than the salary in the job requirement group that was used as a basis for the pricing.

When performing tasks with incentive wages, the hourly wage in accordance with the job requirement group is guaranteed. This guarantee does not apply to situations, in which an employee has not reached his or her hourly wage due to the speed of work, even though the working conditions have been normal and no other hindrances due to work arrangements or contract pricing have been present. The employer has a clearing obligation as regards the accuracy of the contract pricing. Work under incentive wages can also be performed as teamwork. In this case, the employer pays the salaries in accordance with the distribution basis laid down by the group.

4. It can be locally agreed, whether a productivity bonus based on the quantity or quality of work or other agreed ground is added to the personal hourly wage.

## Section 18 Equivalized monthly salaries

Equivalized salary that is paid in equal instalments each month is calculated by multiplying the hourly wage by 172.

## Section 19 Saturday bonus from 1 February 2020 onward

From the beginning of the pay period from 1 February 2020 onward or the period closest to this date, a bonus of 117 cents is added to the hourly wage in retail for Saturday shifts in the work roster.

## Section 20 Shift work, evening work and night work from 1 February 2020 onward

1. In shift work, the shifts must periodically change and vary in accordance with intervals agreed in advance. The shifts are considered to change periodically, when a shift continues for up to one hour at the same time as the next shift, or when there is up to one hour between two shifts.

From the beginning of the pay period from 1 February 2020 onward or the period closest to this date, the following shift work bonuses for evening and night work in heating and security duties, as well as in any other shift work, are added to the regular hourly wage:

evening shift (e.g. from 2pm to 10pm)	80 cents/h
night shift (e.g. from 10pm to 5am)	145 cents/h

2. For any work performed between 6pm and 10pm that is not shift work, overwork or emergency work, an evening work bonus of 57 cents per hour is paid.

### Application guide:

If an employee has received evening work bonus when his or her employment contract has become effective, this is taken into account when applying the new provision.

3. For any work performed between 10pm and 5am that is not shift work, overwork or emergency work, an increase equivalent to the night work bonus is paid.

## **Section 20a Pesticide bonus from 1 February 2020 onward**

For pesticide and herbicide application tasks requiring the use of special protective clothing and a respirator, the employee is paid a working conditions bonus of 99 cents per hour, unless a larger compensation is locally agreed.

## **Section 21 Conscription and reserve training**

1. The employer pays a one-day salary calculated with the average hourly wage as compensation to an employee who participates in conscription or a selection event for the first time. If the employee is also at work on the day of the conscription, he or she is also paid for the number of hours worked.
2. The abovementioned compensation is paid only for the day in which the conscription or the selection event takes place.
3. The employer pays the employee participating in reserve training a salary, so that together with the reserve pay paid by the state, the employee receives earnings corresponding to his or her average hourly wage. The above information applies to the reserve training for which the state pays a reserve pay.

## **Section 22 Day off due to an anniversary etc.**

An employee who has worked for the company for at least three (3) months is entitled to have a day off on his or her 50th, 60th and 70th birthday, his or her own wedding day or the day of registering a relationship. This day off shall correspond to the employee's regular working hours, and it is compensated in accordance with his or her average hourly wage. This applies to anniversaries that occur during the employee's working days.

On the same basis, the employee is entitled to a paid leave on a close relative's funeral day or the day of the urn burial.

A close relative refers to the employee's spouse, his or her own and adopted children, his or her parents, siblings and parents-in-law. Also the employee's unmarried partner with whom he or she has dependant children, or his or her registered partner, is considered as equivalent to a spouse.

## **Section 23 Overtime compensations and Sunday work**

### **1. Daily overtime**

Daily overtime refers to any work performed in addition to the regular daily working hours, i.e. eight (8) hours, referred to in Section 7 Item 1 of this collective agreement, or any work exceeding the regular working hours determined in the work roster referred to in Section 7 Items 2 and 3, during one day.

For the first two (2) hours of daily overtime, a 50% increase and for any additional hours a 100% increase on the hourly wages is paid.

### **2. Weekly overtime**

Weekly overtime refers to work which, without taking into account the daily overtime carried out during the same week, exceeds the regular weekly working time, i.e. 40 hours, as laid down in section 7, subsection 1 of the collective agreement or the regular weekly working time determined in accordance with section 7, subsections 2 and 3.

Compensation for weekly overtime shall be 50 per cent of the basic hourly salary for the first eight (8) working hours and 100 per cent for subsequent working hours.

Once the weekly overtime compensation has been paid for the eight (8) hours (50 %), the compensation for any subsequent overtime hours during the same week is always 100 per cent of the basic hourly salary, whether it be a daily or weekly overtime.

When the weekly overtime is determined on the basis of the work roster referred to in section 7(2) and 7(3) and the employer terminates the employee's employment contract before the employee's weekly working hours have averaged out at 40 hours, it is calculated, how many hours on average, without considering the daily overtime, exceed the weekly limit of 40 hours during the interrupted period. The hours exceeding the said working hours are compensated as weekly overtime.

If the employment contract is terminated by the employee and the regular working hours during the interrupted adjustment period have been under 40 hours per week, the salary for the missing hours can be deducted from the payoff paid at the end of the employment contract.

### 3. **Sunday work**

For any work performed on Sundays, church holidays or the Independence Day, the compensation covers the regular wage and possible overtime compensations, as well as the statutory Sunday bonus for each hour. This bonus is 100 per cent of the regular salary. If agreed, the compensation can be transferred to the working time bank and taken as a leave.

If agreed, the Sunday bonus can be changed to a leave that can be taken during regular working hours. The length of the paid free time is calculated by following the basis for determining the bonus payable in cash.

### 4. **Weekend work**

For an employee who works in accordance with his or her employment contract only in weekends, mid-week holidays or on Christmas or Midsummer Eve, it can be agreed that the salary is the same for each of the working hours. This agreement must be made in writing, and it must indicate that the agreed salary already includes possible evening and Saturday bonuses, as well as the daily overtime compensation and the Sunday bonus.

### 5. **Overtime compensated as free time**

By agreement before starting the overtime, wages payable for overtime can be converted into corresponding paid free time during regular working hours or transferred into the working time bank.

The provisions of section 23 shall apply, where appropriate, in calculating the amount of free time corresponding to the overtime work performed. Any other free time than the one saved in the working time bank must be granted within six months of the overtime in question.

## **Section 24 Total salary**

An employee who is working in supervisory tasks or who is responsible for production, or who is working as an independent expert and can decide on his or her working time arrangements, can agree on a total salary with his or her employer.

In this case, the total salary consists of the basic salary element (hourly or monthly wage) and a fixed monthly compensation including any possible overtime compensations, Sunday bonuses and other compensation related to the working time.

## **Section 25 Compensation for emergency work**

The compensation for emergency work performed on top of the regular working hours shall be 50 per cent of the basic hourly salary for the first two hours and 100 per cent for subsequent working hours.

## **Section 26 Payment of salaries**

1. The salary is paid to the employee twice a month, unless otherwise agreed.

The period of salary calculation is five working days from the last working day of each pay period. If the date for the payment of salary is a public holiday, the salary is paid on the previous business day.

When applying an average working time or a working time bank as referred to in the working time adjustment system, it can be locally agreed that the wage is paid according to the average weekly working time of 40 hours.

If the company pays the salary in every two weeks in accordance with the abovementioned provision, it can be locally agreed that either of these payments is a so-called advance payment. However, the employee shall in all cases be given at least once a month a salary slip, as defined in the Employment Contracts Act, indicating the number of hours and earnings and the justification for the determination of the salary and allowances, broken down.

The contracting parties recommend that the salary slip should also include the accumulated annual leaves, working time reduction leaves and the hours in the working time bank.

The compensation for any additional, overtime and emergency work performed during the pay period must be paid separately at the time of the actual salary payment. If the remuneration includes any employee benefits, they must be considered when calculating salary increases.

The salary increases must not be included in the employee's basic salary.

2. Any reminders against the salary have to be made in accordance with the paid amount and calculated salary amount as soon as possible, but no later than within the next calendar month following the payment of salary.
3. When an employment contract is terminated, the payoff shall be paid as soon as possible, but no later than within four business days.

4. Unless otherwise agreed, the payment is paid to the financial institution appointed by the employee.

## **Section 27 Average hourly wage**

The average hourly wage in this collective agreement refers to the average hourly salary for the last two pay periods.

If the salary amount varies, for example, due to the productivity bonus determined by the employee's own effort or incentive pay, the calculation period for the average hourly pay is the period of six pay periods.

When calculating the average hourly pay, the shift work and working condition bonuses are taken into account. Any overtime or Sunday work compensations will not be considered.

If the company uses a different calculation period for the average hourly pay than the one described above, the customary practice can be continued.

### **Minuted note:**

If the average hourly wage cannot be calculated as described above due to the short-term nature of the employment, it is calculated based on the final pay period of the employment.

## **V MISCELLANEOUS COMPENSATIONS AND BONUSES**

### **Section 28 Mid-week holiday compensation**

1. Employees receive a midweek holiday pay amounting to 8 hours' average hourly earnings for New Year's Day, Epiphany, Good Friday, Easter Monday, Ascension Day, May Day, Christmas Day and Boxing Day falling on a weekday other than a Saturday or Sunday.

For part-time workers, the mid-week holiday compensation is paid in proportion to the working hours. The calculation is based on the hours worked during the calculation period for the average hourly wage.

2. The condition for paying the mid-week holiday compensation is that the employment relationship has lasted continuously for at least two months before the mid-week holiday in question and that the employer is obligated to pay the salary for the day preceding the mid-week holiday, as well as for the following working day in accordance with the collective agreement. The mid-week holiday compensation is paid also in situations where an absence

from work on either of the days mentioned above is based on the employer's consent or a lay-off.

The mid-week holiday compensation is also paid for an employee who has been working for at least two weeks immediately before the mid-week holiday and who has worked for the same employer in the last two years for a total of at least six months.

### **Application guide:**

In principle, the employer's consent applies always, except in cases where the absence of work constitutes an unauthorised absence.

3. For an employee who is eligible for mid-week holiday compensation on the Christmas Day, Good Friday and Easter Monday, the payment for work performed on these mid-week holidays consists of the mid-week holiday compensation and the regular wage with the Sunday bonus. The salary for work on any other mid-week holiday is the same as for any other Sunday work.
4. For an employee with weekly or monthly salary, the mid-week holiday compensation is paid only if the work is performed on any of the mid-week holidays listed under paragraph 3. In other cases, the mid-week holiday compensation is included in the weekly or monthly salary.
5. In the mid-week holiday week, all weekdays are regarded as working days, except for the Saturday following the Independence Day, New Year's Day, Epiphany, Ascension Day and May Day, as well as the Saturday following Christmas and Easter. These Saturdays in the mid-week holiday week are holidays.

If the abovementioned Saturdays have to be working days due to production-related reasons, the corresponding leave that shortens the working week shall be given at a later date. Unless the corresponding leave is granted, the payment for the work performed on the Saturday in question is the regular salary increased by 50 per cent.

## **Section 29 Salary for the Independence Day**

If the Independence Day had otherwise been a working day, the employee is paid a full salary calculated based on the average hourly wage.

If the work is paid by the day, hour or piecework, receiving this compensation requires that the employee has been continuously working for the employer for at least six working days before the Independence Day.

The employee working on the Independence Day is paid as if it were a Sunday work.

### **Section 30 Seniority allowance for years 2020 and 2021**

On the closest pay day to the 1 December, the employee receives seniority allowance based on the consecutive duration of his or her employment contract at the end of the preceding November. The allowance is determined as follows:

<i>Duration of the employment</i>	<i>Seniority allowance, euros/year</i>
5–7 years	EUR 89
8–11 years	EUR 175
12–15 years	EUR 263
16–19 years	EUR 348
20 years or more	EUR 444

If the employee has been absent for more than one month during the year in question, the allowance is paid based on the months he or she has been working. The days that are considered equivalent to working days according to section 7 of the Annual Holidays Act are regarded as time equivalent to working, as reviewed per each calendar year. Lay-off for its entire duration, however, is considered as being at work.

If the employment terminates in the middle of the accrual period for the seniority allowance due to reasons not related to the employee, the allowance is paid in relation to the months at work during the year in question.

## **VI SOCIAL PROVISIONS**

### **Section 31 Illness and accidents**

#### **1. Entitlement to salary during illness**

An employee who is unable to perform his or her duties due to an illness or injury that has not been intentionally caused, he or she shall be entitled to a sick leave salary as follows:

If the employment relationship has lasted for a minimum of one week but less than a month before the incapacity to work has started, the employee is entitled to 50 per cent of his or her pay for the working days during a period of disability up to the end of the ninth day following the date of falling ill.

If the employment relationship prior to the disability has lasted consecutively for at least one (1) month, the employee is entitled to pay for the working days during a period of up to 28 days.

If the employment relationship prior to the disability has lasted consecutively for at least three (3) years, the equivalent period is 35 days.

If the employment relationship prior to the disability has lasted consecutively for at least five (5) years, the equivalent period is 42 days.

If the employment relationship prior to the disability has lasted consecutively for at least ten (10) years, the equivalent period is 56 days.

### **Seasonal worker's entitlement to salary during illness**

An employee with a fixed-term employment relationship whose seasonal employment has lasted for at least 3 months and who returns to the service of the same employer, becomes entitled to salary during illness as required by one-month employment after 14 days on his or her second season, and immediately at the start of his or her third season.

## **2. Determining the incapacity to work**

An employee who is prevented from working due to an illness or injury shall be required to notify the employer thereof without delay.

If an employee falls ill, he or she can be absent from work no more than two days with his or her own notice. If the illness continues for longer, the employer is entitled to demand a medical certificate of the incapacity to work.

The employee can be absent on his or her own notice for no more than 6 days in total each year. As for the exceeding days, workplace-specific instructions apply.

The notifying practices and other practices are locally agreed so that the restrictions caused by the illness are taken into account.

For a justified reason, the employer can refer the employee to be checked by an occupational health specialist or require a medical certificate for the illness.

**Application guide:**

Reasonable grounds can be recurrent absences due to sickness, suspected substance abuse, or other abuse affecting the employee's ability to work.

**3. Salary during incapacity to work**

The amount of salary is the average hourly pay for regular working hours with benefits. For employment relationships that have lasted less than a month and when the employee is paid by piecework, the salary during the sick leave (50%) is calculated based on his or her personal time rate.

The employer pays the salary for the sick leave on the regular payday.

For the period of paid sick leave or maternity leave, the entitlement to compensation under the Sickness Insurance Act, Employment Accidents Insurance Act, Employees Pensions Act or Motor Insurance act shall be assigned to the employer insofar as the said compensation does not exceed the salary paid to the employee for the same period.

If no per diem or maternity allowance referred to in the Sickness Insurance Act is paid for reasons due to the individual employee, or if the sum paid is less than the employee's statutory entitlement, then the employer shall be entitled to deduct from the sick leave salary any per diem and maternity allowance or portion thereof that was not paid in whole or in part due to the employee's conduct.

**4. Provisions on waiting periods and sectioning**

If the incapacity to work continues for no more than the day of falling ill and the following six (6) weekdays, the salary is not paid for the first day of the sick leave (waiting day). When the employment relationship prior to the day of falling ill has lasted for at least 10 months or the incapacity to work has been caused by a work-related accident, the waiting day does not apply.

If the employee falls ill or gets injured during the working day, the employer pays a full salary to the employee for this day. If the incapacity to work continues, the first sick day is the next day on which the employee would have been working if he or she had been at work.

If the employee gets the same sickness within no more than 30 calendar days from the day for which he or she has last received a sick pay or per diem allowance, the payment of the sick pay continues without a possible waiting day, if the pay period for this sickness has not been completed. The

sick pay is continued to be paid until the sickness or the pay period for the sick leave ends.

If the same sickness reoccurs after over 30 days from the day for which a per diem allowance or sick pay has been paid, the salary for the sick leave is paid in accordance with regulations governing a new sickness, i.e. all the normal provisions on waiting periods and sectioning apply.

Whether the sickness is the same or a different one is determined, if necessary, by the decision of Kela.

## 5. Replacement work

If an employee is incapable of performing his or her regular duties due to an illness or injury, the employer can offer replacement work that the employee is capable of performing without compromising his or her health. Before starting the replacement work, the employer must find out, together with the employee and occupational health care services, whether the replacement work is suitable for the employee.

The replacement work shall be appropriate and, if possible, similar to the employee's regular duties. Instead of replacement work, vocational training can be arranged for the employee.

## Section 32 Payment of salaries on family leaves

### Maternity leave

An employee whose employment has continued without interruption for at least six (6) months before childbirth is paid a salary for the maternity leave under the Employment Contracts Act for the working days included in the one-month period from the start date of the maternity leave. This provision is applied also when an employee adopts a child under the age of 7.

### Paternity leave

An employee's right to take paternity leave is determined in accordance with the Employment Contracts Act. For this period, the employer is not entitled to pay the salary.

### Temporary childcare leave

An employee shall be entitled to a sick leave pay for a necessary, short and temporary leave that lasts for 1–4 days in the event of any sudden illness of the employee's child, or another child permanently living under the

employee's care, who is under ten years of age, in order to care for the child or to arrange such care.

The abovementioned is also applied to adopted parents, a parent not living in the same household as the child, persons living in a registered relationship and single parents.

In order to receive salary for the sick leave, both parents must have paid jobs, and that the same clarifications that are required for the employee's own sickness are provided also for the child's sickness, and that the employee's employment relationship has lasted at least one month.

When applying this section, any studies elsewhere are considered as a paid job.

The persons entitled to a temporary childcare leave and sick pay may take such leave during the same calendar period, but not at the same time.

### **Elderly parent**

An employee has the right to be absent for taking care of or arranging the necessary treatment for an elderly parent during a sudden illness or demobilisation situation.

### **Serious illness of a child**

An employee whose child suffers from a serious illness of the kind referred to in the Decree of the Council of State 619/2015 shall be entitled to be absent from work in order to participate in the treatment, rehabilitation, adaptation training or other rehabilitation activities of the child, if the absence is agreed upon with the employer in advance.

## **Section 33 Compensation for loss of earnings due to medical examinations**

### **1. Statutory medical inspections and screenings**

The employer shall pay compensation for earnings lost and for essential travelling costs, when the employee visits the following:

- medical inspections that are in accordance with the Council of State Decree (708/2013) on statutory occupational health services and accepted in the action plan of the occupational health services to be performed during employment
- inspections relating to the Act on the protection of young people at work (998/93)

- inspections referred to in the Radiation Act (592/91)
- inspections required by the Council of State Decree (708/2013) when an employee is transferred within the same company to a job in which the said medical inspection is required
- cancer screenings referred to in the Council of State Decree (339/2011).

If the examination is conducted during the employee's time off, then the employee shall be paid a sum corresponding to the minimum daily allowance payable under the Sickness Insurance Act in compensation for the extraordinary expenses.

## 2. **Other doctor's appointments and medical inspections**

The employer shall pay compensation for earnings lost, if an appointment is not available outside working hours or if the inspection is urgent. The compensation is paid for the following:

- for a medical inspection required in order to diagnose a disease
- for inspection-related laboratory tests or x-rays prescribed by a doctor
- for recurring inspections required by chronic diseases, e.g. diabetes
- for medical inspections in order to prescribe a medical aid, such as glasses
- for medical inspections during pregnancy
- for inspections required in order to obtain a necessary certificate for the maternity allowance under the Sickness Insurance Act
- for the first treatment of a sudden tooth disease occurring during an employee's shift and causing incapacity to work, if the employment relationship prior to the event has lasted at least one month.

In order for the abovementioned compensations to be paid, the medical examination, as well as any possible laboratory tests and x-rays, are to be arranged to prevent unnecessary work loss.

The employee must present a reliable account of the medical inspection, i.e. a medical certificate or receipt of the medical fee.

The employee has an obligation to notify his or her employer of the booked appointment in advance.

## **Section 34 Group life insurance**

The employer undertakes on its own account a group life insurance in accordance with a contract on certain social arrangements signed by the

Confederation of Finnish Industry and Employers and Central Organisation of Finnish Trade Unions.

## **Section 35 Annual leave**

1. The provisions laid down in the Annual Holidays Act govern annual holidays.
2. A part of the annual holiday comprising of four weeks (24 weekdays) shall be granted as an uninterrupted holiday between 2 May and 30 September. If the company's production conditions do not allow for taking the entire holiday during the abovementioned holiday season, 1/3 of the holiday can be granted outside the holiday season, but then it is extended by 50 %.
3. The employer is entitled to grant the rest of the annual holiday exceeding the four (4) weeks separately outside the holiday season (from 2 May to 30 September) referred to in the Annual Holidays Act.
4. When granting the annual holiday, all the other days except for Sundays, church holidays, Easter Saturday, May Day, Midsummer Eve, the Independence Day and Christmas Eve are counted as days of holiday.
5. An employee whose salary is agreed for at least a week is entitled to get paid also during his or her annual leave.

The pay for one day off for an employee with a monthly salary is calculated by dividing the monthly salary by 25.

6. As for an employee with hourly pay, the grounds for the salary during the annual holiday is the average hourly pay in accordance with the calculation period preceding the start of the annual holiday.

A daily pay during annual leave is determined by multiplying the average hourly pay calculated as explained above by the regular weekly working hours agreed in the employment contract, and then by dividing the weekly pay by six (6). Thus, the calculated daily pay is multiplied by 1,03.

If the regular working time varies weekly, the average of the actual regular working time during the holiday credit year is calculated.

For employees paid by the hour, the holiday pay is paid before the start of the holiday on the normal payday closest to the start of the holiday, or as locally agreed.

7. The fringe benefits included in the salary shall be paid for the period of the annual holiday unreduced.

8. The employee who starts his or her annual holiday on the given date and returns to work as soon as the holiday has ended is paid 50 per cent of his annual holiday pay as end-of-holiday pay. The end-of-holiday pay is paid at the end of each holiday period.

The end-of-holiday pay is also paid, if the employee has been absent from work with the employer's consent or due to reasons laid down in the section 7 of the Annual Holidays Act immediately preceding the start of the annual holiday or after the holiday has ended and the employment relationship has been on-going.

The end-of-holiday pay is paid also for a retiring employee or an employee who returns to work after his or her military service in accordance with the Act on the conscripts' continuation of employment and service, as well as employees on maternity or parental leave or those being laid off. The end-of-holiday pay is also paid for an employee whose employment contract is terminated due to reasons not related to the employee.

Voluntary military service is considered as equivalent to conscription.

**Minuted note:**

If the end-of-holiday pay has been paid to an employee who has left for his or her military service, this provision is not applied.

If the annual holiday is granted as extended in accordance with the paragraph 2, the end-of-holiday pay is not counted for the extended days.

If the employer and the employee so agree, the end-of-holiday pay can be exchanged to a paid leave either partially or in full. When calculating the length of the holiday in working days, the amount of the end-of-holiday pay being exchanged is divided by a daily salary. The remainder of the end-of-holiday pay is paid during the next salary payment.

**Application guide:**

In one calendar week, there can be up to five days of holiday received by exchanging the end-of-holiday pay for time off. The end-of-holiday pay exchange days are not spent on mid-week holidays. Holidays taken are considered equal to days spent at work when earning the annual holiday and working time reduction days.

9. When a fixed-term employment contract ends and if the employer and the employee have not agreed on paying the holiday compensation during each salary payment, the holiday compensation earned by the employee is paid as follows:

- 12.5% of earnings to an employee whose employment relationship has lasted less than a year;
- 15,8% of earnings for an employee whose employment relationship has lasted over a year without interruptions.

The earnings include paid salaries for the time spent at work, as well as the salary during incapacity to work and during maternity leave.

#### **Application guide:**

The percentage-based holiday compensation shall not apply to employment relationships of an indefinite duration.

10. When an indefinitely valid employment contract, i.e. continuous contract, is terminated, the holiday pay corresponding to accrued holiday that has not yet been taken is paid as the holiday compensation.

For the period during which annual holiday is accrued according to the Annual Holidays Act without the employee having accrued earnings, the holiday compensation is calculated based on those earnings that the employee would have had during this period.

## **Section 36 Compensations for travel expenses in 2020**

### **1. Travel allowance**

If the employer has ordered the employee to travel to work outside his or her home town, and if the work-related travel requires an overnight stay, the employer is responsible for the accommodation. In addition, the employer shall pay a per diem allowance of EUR 33.15 for each day requiring an overnight stay.

If the employer orders the employee to travel for an assignment that lasts for at least six (6) hours, and after which the employee can return to his or her own home for the night, the employer pays a travelling per diem allowance of EUR 16.65. If the trip lasts for more than ten (10) hours, the allowance is EUR 22.90.

For work-related travels abroad, the per diem allowance is paid in accordance with country-specific tax-exempt allowances verified by the Finnish Tax Administration each year.

The travel expenses during the abovementioned travels are covered by the employer. If the employer and employee so agree, the employee can use

his or her own car for the travels. In this case, the compensation is EUR 0.43 per kilometre.

## 2. **Driving for maintenance operations**

If the employee is using his or her own car, as agreed with the employer, for maintenance operations, the employee is paid a compensation of EUR 0.43 per kilometre for the expenses. Using a trailer for maintenance operations is agreed locally.

# **VII SAFETY AT WORK**

## **Section 37 General provisions**

1. The employer shall take all appropriate measures to ensure that employees can perform the work assigned to them without endangering their safety or health.
2. Occupational safety instructions on the use of machines, equipment and tools must be followed. All employees are obligated to notify the employer of any deficiencies observed that endanger safety at work.
3. In handling and storing toxic substances (sprays, insecticide dusts, etc.), their manufacturer's instructions must be strictly followed.

When toxic substances are sprayed or otherwise used in greenhouses, the air must be allowed to clear for a sufficient time before the work is continued.

4. The employer shall arrange statutory occupational health care at its own expense and in cooperation with medical professionals in accordance with the provisions on the employer's responsibility for arranging occupational health care laid down in the Occupational Health Care Act 1383/2001 and the Council Directive 708/2013.
5. For employees working with toxic plant-protecting agents and herbicides, the employer shall arrange and compensate for medical examinations once a year.

A list of plant-protection agents used at the site, as well as their Safety Data Sheets (SDS), shall be put out at every workplace for the employees to see. A copy of the list shall be given to the employee during his or her medical examination as referred to in this paragraph.

6. When assessing and limiting harmful stress caused by high temperatures at the workplace, the instructions given by occupational safety authorities shall be used as guidelines.
7. If the work or the working conditions may cause significant danger to a pregnant employee or the fetus, and if the danger cannot be eliminated, the employer shall transfer the employee to more suitable duties for the duration of the pregnancy.

### **Section 38 Protective clothing**

1. The employer shall procure each year a necessary amount of protective gloves, and no more than two suitable sets of work clothing. These items are the employee's personal equipment for the duration of the employment.

The employer acquires an appropriate warm clothing and a winter work outfit for regular full-time employees who work in a cold warehouse, a cold store, a cooling plant or outside in winter. To replace worn or damaged clothing, the employer acquires new ones.

For a regular full-time employee who performs outside tasks, the employer shall arrange necessary waterproof clothing. If employees need to work at a cold store for more than temporarily, they need to have appropriate warm clothing at their disposal.

Also an employee who returns to the same workplace after being laid off due to a shortage of work or after an interruption of his or her employment relationship is considered as a regular full-time employee as referred to in this section.

For a fixed-term employee, the employer will arrange necessary protective gloves, as well as the clothing required for the duration of the employment.

2. If an employee has to use corrosive or toxic substances at work, the employer shall arrange suitable protective clothing, headgear, footwear and gloves for use in these types of tasks.
3. If the tasks or substances handled require the use of a respirator, hearing protection or safety glasses, the employer must make these available for the employee. The employee is obligated to use the protective gear provided.

## **VIII MISCELLANEOUS PROVISIONS**

### **Section 39 The principle of continuous negotiation**

Both parties state that negotiations on clarifying or developing a part of this collective agreement can be opened during the agreement period. If, during the agreement period, it is necessary to open negotiations on quality issues relating to working-life, e.g. in connection with a broad labour market solution or significant amendments relating to the industry, the parties can make necessary proposals. The matters agreed upon during negotiations can enter into force during the agreement period.

### **Section 40 Cooperation at the workplace**

Cooperation between an employer and employees has a significant effect on the work atmosphere. Cooperation can enhance the employees' job satisfaction, as well as reduce sick leaves and other production interruptions. Effective cooperation increases productivity and quality, which in turn increase the profitability of the company's operations and its financial standing in terms of salaries.

Thus, the undersigned organizations recommend that horticultural businesses would pay attention to the significance of effective cooperation and focus on maintaining and developing it.

### **Section 41 Local agreements**

Local agreements as referred to in this agreement and various provisions laid down in collective agreements refer to the agreements made between the employer or the employer's representative and the shop steward, or if none has been selected, another employees' representative, or if none has been selected, between the employer and the employees. An agreement made with a shop steward or another employee's representative binds those employees whose interests the person is representing.

The agreement can be made for a fixed or indefinite period. An agreement made for an indefinite period can be terminated with a notice period of three months, unless otherwise agreed. The agreement is made in writing. The local agreement as referred to here is a part of the collective agreement in force.

### **Severe financial difficulties in a company within the industry**

If the financial situation of an MTA member company becomes significantly more difficult and it might cause staff reductions, for example, the employer and employees can locally agree on temporary alterations to those

conditions of employment that are aimed to ensure the survival of businesses and securing jobs. If a shop steward or another staff representative has been selected at the workplace, the difficulties relating to the company's economy, the volume of orders or employment shall be established in cooperation with this person. In addition, more subtle ways of adapting the workforce are sought in order to restore the company's economic operating conditions. If any of the local parties so require, the unions commit to open negotiations on necessary actions in the situation at hand before they take any other actions.

### **Section 42 Participation in confidential posts**

An employee who has been selected for a confidential post at the board of the trade union, to participate in collective agreement negotiations, or to represent the trade union in any other management body, is entitled to an exemption from work in order to participate in the meetings. This entitlement to exemption from work applies also to a deputy member, if the regular member is unavailable.

The employee shall notify the employer of the required exemption as soon as possible and present the official convening notice, if so required.

This absence is considered as being at work in regards to earning annual leave and working time reduction.

### **Section 43 Collection of membership dues**

When so authorised by an employee, the employer shall withhold from the salary payable to an employee the membership dues for each pay period. The employer shall credit the membership dues withheld to the bank account designated by the said association and submit a specification of the dues for each employee to the Industrial Union in accordance with given instructions. A certificate of the membership dues withheld shall be given to the Tax Administration after the end of the calendar year or the end of the employment relationship.

### **Section 44 Shop Stewards**

In matters relating to shop stewards, the shop steward agreement made between the unions shall be applied.

### **Section 45 Organizations' representatives**

The representatives authorized by undersigned organizations have the right, when thus agreed or if the employer has been notified in due time, to

negotiate with the employer at a workplace governed by the agreement and to monitor the application of the agreement together with the shop steward.

## **Section 46 Interpretation and settlement of disputes**

1. If an employee has any rebukes on the correct interpretation or application of this agreement or other related agreements, he or she shall immediately notify the employer thereof.
2. If the matter cannot be settled through negotiations between the employer and the employee, then it is considered in negotiations between the employer and the shop steward without undue delay. If there is no shop steward at the workplace, the dispute is submitted after the negotiations between the employer and the employee for settlement by the parties to the collective agreement.
3. If the matter cannot be settled through local negotiations, then it is submitted for settlement by the parties to the collective agreement. For this purpose, a written memo including the topic of the dispute and the views expressed shall be compiled based on the local negotiations. The memo must be submitted to both parties to the collective agreement.
4. If the dispute between the employer and the employee has arisen from any other reasons than those referred to in paragraph 1 of this section, no further actions can be taken before trying to resolve the matter through negotiations between the persons concerned. If an agreement cannot be reached, the matter shall be submitted for settlement by the parties to the agreement.
5. If either party to the collective agreement is demanding negotiations on disputes referred to above, the negotiations shall be started and finished without undue delay.
6. If the parties to the agreement cannot settle the dispute, it can be brought before the Labour Court or, if the matter is out of its competence, before the District Court.

## **Section 47 The term of the agreement**

1. This agreement is valid from 1 February 2020 to 31 January 2022, as well as for the duration of a possible option year until 31 January 2023.
2. If another collective agreement is under negotiation, the provisions laid down in this collective agreement shall apply, until the new agreement has been made or the negotiations have otherwise been completed.

3. This agreement was drawn up in two identical copies, one for each party involved.

In Helsinki on 7 February 2020

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

Pasi Hakkarainen

Tomi Tahvonen

Kristel Nybondas

INDUSTRIAL UNION

Riku Aalto

Marko Rosqvist

FEDERATION OF AGRICULTURAL EMPLOYERS MTA  
INDUSTRIAL UNION

## **PROTOCOL OF SIGNATURE**

### **PROTOCOL OF AMENDING THE COLLECTIVE AGREEMENT FOR FUR INDUSTRY**

Time: 27 January 2020  
Place: The office of the Industrial Union,  
Hakaniemenranta 1 A, Helsinki  
Present: The negotiators of the Federation of Agricultural Employers MTA  
The negotiators of the Industrial Union

The Federation of Agricultural Employers MTA and the Industrial Union have agreed the following:

#### **1 THE TERM OF THE AGREEMENT**

The collective agreement in force for the period 2018–2020 shall cease to have effect on 31 January 2020, and from 1 February 2020 onward, the collective agreement signed now and the provisions of this signature protocol shall be applied.

The renewed collective agreement shall be in force from 1 February 2020 to 31 January 2022, and there is an option to extend the term of the agreement by another year until 31 January 2023.

If an agreement concerning the salary settlement for 2022 is reached by 31 December 2021, this agreement remains in force until 31 January 2023. If no resolution is reached, the agreement expires on 31 January 2022.

#### **2 SALARY INCREASES IN 2020 AND 2021**

##### **2.1 Overall increase**

The salaries will be increased by an overall increase of 1.5%, calculated in EUR based on the salary scale for the middle job requirement group, on 1 February 2020, or at the start of a subsequent pay period closest to this date, as well as on 1 February 2021, or at the start of a subsequent pay period closest to this date.

The overall increase on 1 February 2020, or at the start of a subsequent pay period closest to this date, is 14 cents/hour or 24.08 euros/month, as

well as on 1 February 2021, or at the start of a subsequent pay period closest to this date, is 14 cents/hour or 24.08 euros/month.

## 2.2 Hourly wages in the job requirement groups and the proficiency bonus (section 15)

Hourly wages in each of the job requirement groups are increased from 1 February 2020 and 1 February 2021 onward by the overall increase of 14 cents/hour.

The hourly wages in the job requirement groups and the minimum level of the proficiency bonus from 1 February 2020 onward are as follows:

Job requirement group	Proficiency bonus, minimum level (4%)	Salary scale including the proficiency bonus of 4%	
€/h	cents/hour	€/h	
1	8.71	35	9.06
2	9.13	37	9.50
3	9.61	38	9.99
4	10.11	40	10.51
5	10.62	42	11.04

The hourly wages in the job requirement groups and the minimum level of the proficiency bonus from 1 February 2021 onward are as follows:

Job requirement group	Proficiency bonus, minimum level (4%)	Salary scale including the proficiency bonus of 4%	
€/h	cents/hour	€/h	
1	8.85	35	9.20
2	9.27	37	9.64
3	9.75	39	10.14
4	10.25	41	10.66
5	10.76	43	11.19

## 2.3 Bonuses in cents and euros

The bonuses in cents and euros that are referred to in the collective agreement are increased by 3% from 1 February 2020 onward for the entire agreement period.

The bonuses from 1 February 2020 onward are as follows:

- 2.3.1 Compensation for a vocational degree (section 16a) is EUR 114 per degree

- 2.3.2 Saturday bonus (section 19) is EUR 1.17 per hour
- 2.3.3 Evening shift bonus is 80 cents per hour, night work bonus EUR 1.45 per hour and evening work bonus is 57 cents per hour (section 20)
- 2.3.4 Pesticide bonus (section 20a) 99 cents/hour
- 2.3.5 Seniority allowance (section 30)
- |                  |         |
|------------------|---------|
| 5–7 years        | EUR 89  |
| 8–11 years       | EUR 175 |
| 12–15 years      | EUR 263 |
| 16–19 years      | EUR 348 |
| 20 years or more | EUR 444 |
- 2.3.6 Shop steward compensation (section 7 of the Shop steward agreement)
- |                      |        |
|----------------------|--------|
| 5–20 employees       | EUR 38 |
| 21–50 employees      | EUR 50 |
| 51 or more employees | EUR 83 |
- 2.3.7 Compensation for an occupational safety representative (Agreement on Occupational Safety Cooperation, section 8)
- |                      |        |
|----------------------|--------|
| 10–20 employees      | EUR 38 |
| 21–50 employees      | EUR 50 |
| 51 or more employees | EUR 83 |

### 3 TEXT MODIFICATIONS

The following text modifications were agreed upon:

#### **Section 5 Commencement of employment, conclusion of an employment contract and trial period**

##### **Update for paragraph 2**

The employment contract is made in writing.

##### **Update for paragraph 6**

If the employment contract has been concluded orally before 31 January 2020, or if the information is not included in the written employment contract and if the contract remains valid for at least one

month, the employer shall provide the employee with a written document of the main conditions of employment no later than by the end of the first payment period.

### **New paragraph 8**

The employee who has been appointed as the mentor must be given sufficient time for the orientation. The mentor role increases the determination of a job requirement group for the employee.

### **New paragraph 9**

It is the employer's duty to ensure that the responsible workplace instructor appointed to the workplace has adequate mentoring skills and that, where appropriate, the instructor receives an appropriate training that covers the specific characteristics of the sector. Training time is paid. The employer is responsible for costs related to training.

The workplace instructor must be given sufficient time to prepare for guidance and the actual mentoring work. The role of a workplace instructor increases the determination of a job requirement group for the employee.

## **Section 7 Regular working time**

### **Update for paragraph 4 with the application guide**

#### **Application guide:**

When transferring holidays, the employer must take into account the workload caused to the worker by long periods of work, as well as the occupational safety and health risks involved. The employer must consult the employee in relation to his or her coping with work.

## **Section 7a Reduced working hours**

### **Updating the table and the bonus compensating for working time reduction in paragraph 2**

An employee accumulates holiday for regular working days during a calendar year in the working time patterns referred to in section 1 as follows:

- Starting from 1 February 2020, all workers will receive eight (8) hours of leave for every 20 working days, up to a maximum of 10.5 days of leave per calendar year.

- Starting from 1 January 2021, all workers will receive eight (8) hours of leave for every 18 working days, up to a maximum of 11.5 days of leave per calendar year.
- Starting from 1 January 2022, all workers will receive eight (8) hours of leave for every 17 working days, up to a maximum of 12.5 days of leave per calendar year.

It can be agreed with the employee that working time reduction holidays will not be taken. In this case, the employer pays the employee a separate compensation that is calculated from the average hourly wage as follows:

- 4.6% as of 1 February 2020
- 5.0% as of 1 January 2021
- 5.5% as of 1 January 2022

## **Section 7b Working time bank**

### **Deleting a paragraph**

The working time bank can apply to employees with an indefinitely valid employment contract or a temporary contract for at least six months.

### **Adding a paragraph**

If an employment relationship of less than 6 months ends on grounds related to the employer, an increased salary of 50% shall be paid for the duration of any unused holidays, unless the holiday or a part of it is taken during the notice period.

## **Section 10 Overtime and maximum working time**

### **Renaming the section and updating paragraph 1**

Work hours, including overtime, performed by an employee shall not exceed an average of 48 hours per week over a six-month period. The maximum working time includes all possible working hours in aggregate.

## **Section 11 Additional work**

### **New section**

Workplaces may locally agree on the possibility of working additional 172 hours without overtime rates. A condition for this agreement is that a shop steward has been elected at the workplace and that the contract for the additional work is made in writing between the shop steward and the

employer. In the absence of a shop steward, the application of a local agreement requires that the Industrial Union and the Federation of Agricultural Employers MTA have accepted the content and the application of the local agreement. For part-time employees, hours can be agreed in relation to working time.

**Separate guidelines on additional work will be prepared for use at workplaces.**

## **Section 14 On-call duties**

### **Update agreed in the working group during the previous agreement period**

It may be locally agreed that the employee shall be at the employer's disposal outside his or her regular working hours and prepared to arrive at the place of work / to work as agreed or when called out.

The agreement concerning on-call duties shall be made in writing in advance. The agreement shall indicate the number of hours the employee is required to be on call, the time within which the employee is expected to arrive at work when called out, the amount of compensation for on-call hours and the term of notice for the agreement.

Compensation for the restrictions on an employee while on call shall be agreed on locally. Unless otherwise has been agreed, the minimum compensation for being on call is EUR 21/day rounded up to the next full day. It may also be locally agreed that on-call hours are compensated for as time off in lieu. The on-call hours are not included in working hours.

The work performed during on-call hours is paid according to the hours worked.

**Application guide:** Stand-by and on-call duties shall not be assigned simultaneously.

## **Section 15 Salary**

### **Update for paragraph 2**

Job requirement refers to the requirements of the work for the employee. The requirement evaluation of a position shall be based on the job descriptions, in which the knowledge, responsibility and stress relating to the duties are taken into account.

The requirement evaluation takes place at the workplace. The job requirement group of an employee is determined based on primary duties. The role of a workplace instructor and mentor will increase the employee's salary category.

## **Section 20 Shift work and night work**

### **Adding a definition of shift work**

In shift work, the shifts must periodically change and vary in accordance with intervals agreed in advance. The shifts are considered to change periodically, when a shift continues for up to one hour at the same time as the next shift, or when there is up to one hour between two shifts.

## **Section 22 Day off due to an anniversary**

### **Text update**

An employee who has worked for the company for at least three (3) months is entitled to have a day off on his or her 50th, 60th and 70th birthday, his or her own wedding day or the day of registering a relationship. This day off shall correspond to the employee's regular working hours, and it is compensated in accordance with his or her average hourly wage. This applies to anniversaries that occur during the employee's working days.

On the same basis, the employee is entitled to a paid leave on a close relative's funeral day or the day of the urn burial.

A close relative refers to the employee's spouse, his or her own and adopted children, his or her parents, siblings and parents-in-law. Also the employee's unmarried partner with whom he or she has dependant children, or his or her registered partner, is considered as equivalent to a spouse.

## **Section 26 Payment of salaries**

### **Text update for the second sentence of paragraph 1 (4)**

However, the employee shall in all cases be given at least once a month a salary slip, as defined in the Employment Contracts Act, indicating the number of hours and earnings and the justification for the determination of the salary and allowances, broken down.

The contracting parties recommend that the salary slip should also include the accumulated annual leaves, working time reduction leaves and the hours in the working time bank.

## **Section 28 Mid-week holiday compensation**

### **Text update**

1. Employees receive a midweek holiday pay amounting to 8 hours' average hourly earnings for New Year's Day, Epiphany, Good Friday, Easter Monday, Ascension Day, May Day, Christmas Day and Boxing Day falling on a weekday other than a Saturday or Sunday.

For part-time workers, the mid-week holiday compensation is paid in proportion to the working hours. The calculation is based on the hours worked during the calculation period for the average hourly wage.

2. The condition for paying the mid-week holiday compensation is that the employment relationship has lasted continuously for at least two months before the mid-week holiday in question and that the employer is obligated to pay the salary for the day preceding the mid-week holiday, as well as for the following working day in accordance with the collective agreement. The mid-week holiday compensation is paid also in situations where an absence from work on either of the days mentioned above is based on the employer's consent or a lay-off.

The mid-week holiday compensation is also paid for an employee who has been working for at least two weeks immediately before the mid-week holiday and who has worked for the same employer in the last two years for a total of at least six months.

### **Application guide:**

In principle, the employer's consent applies always, except in cases where the absence of work constitutes an unauthorised absence.

3. For an employee who is eligible for mid-week holiday compensation on the Christmas Day, Good Friday and Easter Monday, the payment for work performed on these mid-week holidays consists of the mid-week holiday compensation and the regular wage with the Sunday bonus. The salary for work on any other mid-week holiday is the same as for any other Sunday work.

4. For an employee with weekly or monthly salary, the mid-week holiday compensation is paid only if the work is performed on any of the mid-week holidays listed under paragraph 3. In other cases, the mid-week holiday compensation is included in the weekly or monthly salary.

5. In the mid-week holiday week, all weekdays are regarded as working days, except for the Saturday following the Independence Day, New

Year's Day, Epiphany, Ascension Day and May Day, as well as the Saturday following Christmas and Easter. These Saturdays in the mid-week holiday week are holidays.

If the abovementioned Saturdays have to be working days due to production-related reasons, the corresponding leave that shortens the working week shall be given at a later date. Unless the corresponding leave is granted, the payment for the work performed on the Saturday in question is the regular salary increased by 50 per cent.

## **Section 31 Illness and accidents**

### **Paragraph 2 as a permanent provision and the application guide**

An employee who is prevented from working due to an illness or injury shall be required to notify the employer thereof without delay.

If an employee falls ill, he or she can be absent from work no more than two days with his or her own notice. If the illness continues for longer, the employer is entitled to demand a medical certificate of the incapacity to work.

The employee can be absent on his or her own notice for no more than 6 days in total each year. As for the exceeding days, workplace-specific instructions apply.

The notifying practices and other practices are locally agreed so that the restrictions caused by the illness are taken into account.

For a justified reason, the employer can refer the employee to be checked by an occupational health specialist or require a medical certificate for the illness.

#### **Application guide:**

Reasonable grounds can be recurrent absences due to sickness, suspected substance abuse, or other abuse affecting the employee's ability to work.

#### **Update for paragraph 4**

Whether the sickness is the same or a different one is determined, if necessary, by the decision of Kela.

## **Section 32 Payment of salaries on family leaves**

### **Update for paragraph 1**

An employee shall be entitled to a sick leave pay for a necessary, short and temporary leave that lasts for 1–4 days in the event of any sudden illness of the employee's child, or another child permanently living under the employee's care, who is under ten years of age, in order to care for the child or to arrange such care.

### **Addition to the end of the paragraph**

#### **Elderly parent**

An employee has the right to be absent for taking care of or arranging the necessary treatment for an elderly parent during a sudden illness or demobilisation situation.

## **Section 35 Annual leave**

### **Addition to paragraph 9**

#### **Application guide:**

The percentage-based holiday compensation shall not apply to employment relationships of an indefinite duration.

## **Section 38 Protective clothing**

### **Update for paragraphs 1–3**

The employer shall procure each year a necessary amount of protective gloves, and no more than two suitable sets of work clothing. These items are the employee's personal equipment for the duration of the employment.

The employer acquires an appropriate warm clothing and a winter work outfit for regular full-time employees who work in a cold warehouse, a cold store, a cooling plant or outside in winter. To replace worn or damaged clothing, the employer acquires new ones.

For a regular full-time employee who performs outside tasks, the employer shall arrange necessary waterproof clothing. If employees need to work at a cold store for more than temporarily, they need to have appropriate warm clothing at their disposal.

Also an employee who returns to the same workplace after being laid off due to a shortage of work or after an interruption of his or her employment relationship is considered as a regular full-time employee as referred to in this section.

For a fixed-term employee, the employer will arrange necessary protective gloves, as well as the clothing required for the duration of the employment.

## **4 TEXT CHANGE IN THE SHOP STEWARD AGREEMENT**

### **Section 6 Shop steward agreement**

#### **Additional text**

If a new employee is hired, the shop steward has to be notified. As part of the orientation, the new employee will be given a joint presentation by the employer's representative, shop steward and the occupational safety representative about the company's collaborative systems, local agreements and their opportunities in terms of the collective agreement.

## **5 OTHER MATTERS AGREED UPON**

### **5.1 Salary Statistics**

The contracting parties shall determine how salary statistics of the contractual sectors should be refined in conjunction with the Statistics Finland.

### **5.2 Clarification and simplification of collective agreements**

The contracting parties will set up a working group to prepare a draft for following negotiations about making the collective agreements under negotiation simpler and clearer in terms of their structure and language.

### **5.3 Fair remuneration system**

The contracting parties will set up a working group to prepare a draft for following negotiations about how job demands and the proficiency bonus / personal salary element could be fairly determined at the workplace.

### **5.4 Updating the translations of collective agreements**

The contracting parties shall update the existing language versions of collective agreements.

## 6 APPROVING THE PROTOCOL

The undersigned approve this protocol with their signatures.

In Helsinki on 7 February 2020

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

Pasi Hakkarainen

Kristel Nybondas

INDUSTRIAL UNION

Riku Aalto

Marko Rosqvist

FEDERATION OF AGRICULTURAL EMPLOYERS MTA  
INDUSTRIAL UNION

## **TRAINING AGREEMENT FOR THE AGRICULTURAL SECTOR** 1(5)

### **Introduction**

The development of society, changes in economic structure, maintaining employment, improving productivity and developing participation systems all require constant training activities that are directed to almost every personnel group. The unions encourage their members to respond positively to this kind of training. As the employees have more and more free time, they have even better opportunities to have an education that relates to their hobbies and is focused on developing diversified skills. The importance of adult education in maintaining and developing skills will grow in the future.

In addition, the education has a central role in terms of developing cooperation between social partners. For this reason, the unions have a common goal to encourage the education provided. The unions point out that the parties will focus on maintaining proper and confident relations in all their training activities.

### **Section 1 Training task force**

For the application of this agreement, the parties to this agreement set up a training task force with two appointed representatives of both parties.

Each year the training task force approves a list of courses to the costs of which the employer contributes. The task force is also considering courses that are shorter than a week to be included in the payout.

In addition, the task force has the role of a cooperation body during the agreement period in training matters between the contracting parties.

### **Section 2 Vocational training, further training and retraining**

When the employer is providing vocational training for an employee or sends the employee to training sessions relating to his or her profession, the direct costs incurred during the training, as well as the loss of earnings based on regular working hours, shall be compensated to the employee.

If the entire training takes place outside working hours, the direct costs incurred thereof shall be compensated.

### **Section 3 Joint training**

Training that enhances cooperation is offered

- jointly by both parties to the agreement
- jointly by the employer and the employee at the workplace or other location agreed upon.

If an occupational safety representative, deputy occupational safety representative or a member of the occupational safety committee participates in a training session that has been jointly agreed by the parties or in a meeting of the occupational safety committee, any direct costs relating to the training or the meeting, as well as loss of earnings for the regular working hours, will be compensated.

If the entire training takes place outside working hours, the direct costs incurred thereof shall be compensated.

For meetings of the occupational safety committee that take place outside working, the member of the committee participating in the meeting shall be compensated for any direct costs, and he or she shall also receive an attendance fee in accordance with committee provisions.

If a deputy representative of the occupational safety committee participates in a meeting of the committee, he or she shall be compensated for any loss of earnings and direct costs incurred under the same conditions that apply to the actual representative.

### **Section 4 Training in employment-related issues**

When an employee participates in a course or a conference on employment-related issues organized by the employer or the employer together with an employee association, the employee shall be compensated for any direct costs incurred thereof, as well as loss of earnings for regular working hours.

### **Section 5 Direct costs**

'Direct costs' in the sections 2–4 of this agreement refer to travel expenses when using the cheapest method of travel, course fees, costs of the educational material necessary for the training programme, as well as reasonable full board fees for courses organized in a boarding school. The loss of earnings for regular working hours is compensated for the duration of the course, as well as for the travelling time. If the training or necessary travels take place outside working hours, no compensation is paid for the time used. For persons with weekly or monthly salaries, the salary is not reduced for the duration of the course and any necessary travels.

## **Section 6 Participation in training sessions**

Participation in training sessions referred to in sections 2–4 of this agreement must be agreed in advance with the employer.

## **Section 7 Training provided by trade associations (trade union training)**

‘Trade associations’ in this agreement refer to the Central Organisation of Finnish Trade Unions (SAK) and Industrial Union.

### **Retention of employment and notice periods**

Employees can participate in courses organized by SAK and Industrial Union that last for a month or a shorter period without interruption in their employment, if it does not cause major hindrances to production or the company’s operations. When assessing the abovementioned hindrances, also the size of the workplace is taken into consideration. If a leave cannot be granted, the shop steward or the employee in question is notified at least 10 days before the start of the course. This notification shall include the reason for which granting the leave would cause major hindrances. In this case, it is recommended that the employer and the employee determine a more suitable time during which nothing prevents the employee from taking the course.

The employee shall notify the employer as early as possible, if he or she intends to take a course. If the course lasts for no more than a week, the notification must be given at least three (3) weeks before the start of the course. If the course lasts for longer, the notification shall be given at least six (6) weeks prior.

Before the person can participate in a training session referred to above, the procedures incurred by the participation must be agreed upon with the employer. It must be specifically determined, if the training is of such nature that the employer is obligated to compensate the employee in accordance with the Training Agreement. At the same time, the extent of these compensations must be determined.

If an employee has participated in SAK’s so called three-month course in the abovementioned order, his or her employment will not be interrupted due to the course.

In workplaces with less than five employees, the compensation for training costs is agreed upon separately.

One shop steward per workplace can participate in these training sessions in a calendar year.

## **Compensations**

For trainings referred to in above paragraphs of this section and that are organized by SAK and the Industrial Union in their own institutes and that are approved by the training task force, the employer pays the shop steward, occupational safety representative, deputy occupational safety representative and the member of the occupational safety committee a compensation for loss of earnings. The compensation in question is paid for the shop steward for no more than one month, and for those employees in occupational safety duties for no more than two weeks. In addition, the compensation for loss of earnings requires that the course in question relates to the participant's collaboration duties within the company.

As far as the training task force has approved the three-month course organized by SAK to be compensated by the employer, the shop steward participating in the course is compensated for loss of earnings for one month providing that he or she works for a company with at least 20 employees working all year round.

In addition, the employees referred to in the preceding two paragraphs are paid a board allowance for each course day to cover for catering costs incurred. The amount of this board allowance is agreed between the unions. However, this compensation is not paid for a period longer than the one for loss of earnings.

A prerequisite for all of the compensations is that the person in question will return to his or her previous job.

The employer is obligated to pay the abovementioned compensations to the same person only once for the same or similar training.

### **Section 7.1 Meal allowance**

In 2020, the meal allowance is EUR 25,56 / training day. The sum shall be adjusted each year. The annual adjustment of the meal allowance is calculated based on the amended per diem allowance approved by the Tax Administration, in which the figures are normally rounded to the nearest five cents.

### **Section 8 Loss of earnings**

The loss of earnings in this agreement refers to the earnings an employee loses in regards to his or her regular working hours in order to participate in training.

The employer can deduct the part of the loss of earnings that the employee might receive as compensation for the training period elsewhere. This, however, does not apply to any compensation the employee in question might receive from his or her trade union or branch.

### **Section 9 Settlement of disputes**

In the settlement of disputes, the negotiated procedure outlined in the industry's collective agreement applies.

### **Section 10 Social benefits**

Participation in trade associations' training sessions as referred to in section 7 does not cause reductions to annual holidays, pensions or other related benefits for a maximum period of one month.

### **Section 11 Duration and termination of the agreement**

This agreement comes into force on 1 February 2020 and remains valid for an indefinite period subject to a six months' notice.

In Helsinki on 7 February 2020

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

FEDERATION OF AGRICULTURAL EMPLOYERS MTA  
INDUSTRIAL UNION

**SHOP STEWARD AGREEMENT**

1(6)

**Section 1 Purpose and scope of the agreement**

1. The purpose of the shop steward system is to ensure compliance with the agreements between the parties, to resolve disputes arising between the employer and the employee in an appropriate and prompt manner, to address other issues arising between employers and employees and to maintain and promote industrial peace as required by the collective bargaining system.
2. This agreement is complied with by member companies of the Federation of Agricultural Employees MTA.

**Section 2 Shop steward and professional branch**

1. A shop steward refers to a representative elected by employees who are union members from amongst themselves; the election result shall be confirmed by a decision made by the local trade union chapter. The shop steward represents the employees of the company or employees of several companies owned by the same employer who falls under the scope of this collective agreement. A joint shop steward may be elected to represent employees of several companies as referred to above is the companies operate in the same locality.
2. The shop steward must be an employee of the company with knowledge about the condition of the workplace.
3. The local trade union chapter refers to a registered member organisation of the Industrial Union.

**Section 3 Election of a shop steward**

1. The local trade union chapter shall confirm the election of the stop steward and the deputy shop steward. Employees who are union members and bound by the collective agreement may stand for the shop steward election.
2. The shop steward election may be held at the place of work. If the election is carried out at the place of work, the employees must be given the opportunity to participate in the election. The organisation and holding the

election must not, however, intervene with work. The time of election and the ballot stations must be agreed on with the employer no later than 14 days before the election is held. The employer shall reserve the opportunity for the persons named by the local trade union chapter to carry out the election.

3. The shop steward organisation shall be brought in line with the changed size and structure of a workplace when the operations of the workplace substantially reduce or expand, or due to an assignment of business, merger, incorporation or comparable substantial reorganisation.
4. The employer shall be notified of the names of the elected shop steward and the elected deputy shop steward as well as their resignation or dismissal by the local trade union chapter. The employer shall also be notified of the period when the deputy shop steward will be substituting the shop steward. The employer shall notify the shop steward of the persons who will represent the company in negotiations.

#### **Section 4 Employment relationship of a shop steward**

1. The shop steward holds the same position towards the employer regardless of whether he or she carries out his or her duties as a shop steward in addition to his or her regular duties or he or she has been partially or fully exempted from his or her duties. The shop steward is obliged to comply with the general terms of employment, working hours and orders given by the management as well as other regulations.
2. The shop steward's opportunities to develop and advance in their occupation may not be hindered because of his or her position as the shop steward.
3. A shop steward may not be assigned to duties that a lower paid than those which he or she was assigned to at the time of being elected while performing his or her duties as a shop steward or as a result of these duties. Nor may a shop steward be demoted if the employer is able to offer him or her other duties that correspond to his or her professional skills. Owing to his or her duties as a shop steward, he or she may not be dismissed.
4. If the regular duties of a person elected as a shop steward impair his or her ability to perform his or her duties as a shop steward, he or she shall be offered other duties, taking into consideration the circumstances at the company and the shop steward's professional skills. These arrangements may not lead to a reduction in earnings.

5. The salary development of the shop steward must correspond to the general salary development within the company.
6. In the event of redundancies or temporary lay-offs for financial and production-related reasons, these measures may not be targeted at the shop steward unless the operations of the entire company or a similar operative unit are fully terminated. A shop steward who represents the employees of several companies are laid down in section 2, subsection 1 must be offered, if possible, similar employment in one of the said companies. If it is mutually agreed that the shop steward cannot be offered duties corresponding to his or her professional skills or duties that would be otherwise suitable, this rule may be deviated from. Under Chapter 7, section 10(2) of the Employment Contracts Act, the employer shall be entitled to terminate the employment contract of a shop steward only if the work of the shop steward ceases completely and the employer is unable to arrange work that corresponds to the person's professional skill.

The employer is entitled to terminate the employment contract of a shop steward on the basis of grounds related to the employee's person only if the majority of the employees whom the shop steward or the elected representative represents agree, as required under Chapter 7, section 10(1) of the Employment Contracts Act.

The employment contract of the shop steward shall not be terminated contrary to the provisions under Chapter 8, section 1(1). Terminating the employment contract of a shop steward on the grounds of violating the provision under Chapter 3, section 1, is not possible unless he or she has at the same time repeatedly, essentially and regardless of a warning, neglected the obligations laid down in the Employment Contracts Act Chapter 1, section 8(1).

The position of the shop steward continues regardless of the assignment of the enterprise provided that the enterprise or the part of the enterprise retains its independent position. If the enterprise to be assigned or its part loses its independent position, a shop steward is entitled to retroactive protection as of the date of termination of office owing to the assignment of the enterprise.

When assessing the grounds for the termination of a shop steward's employment contract, the shop steward shall not be placed in an unfavourable position in comparison to other employees.

The provisions under the present section regarding the redundancy or termination of the employment contract of an employee who has served as a shop steward shall also be complied with after his or her term as a shop steward has ended as follows:

<i>Application period</i>	<i>Number of employees represented by the shop steward</i>
4 months	no more than 20
6 months	at least 21

If the employment contract of a shop steward has been terminated contrary to this agreement, the matter shall be addressed in accordance with the Employment Contracts Act (55/2001).

### **Section 5 Duties of a shop steward**

1. The main duty of the shop steward is to represent the local union branch in matters related to the application of the collective agreement.
2. The shop steward represents the local union branch in matters related to the application of employment legislation and the general relations between the employer and employees and the development of the company. The shop steward's duties also include maintaining and developing the negotiating and collaborative activities between the company and the employees.
3. In the event of unclarity or disagreement concerning the employees' salaries or the legal provisions and agreements applicable to the employment contract, the shop steward must be given access to all the information concerning the employee represented relevant to the case.

### **Section 6 Information submitted to a shop steward**

The shop steward is entitled to receive upon request the following information about the employees he or she represents in writing or in another manner agreed upon:

1. An employee's last name and first names.
2. Date of recruitment for new employees.
3. Agreed duration of employment for fixed-term employment contracts.
4. Information on dismissed or laid off employees.
5. The salary group or similar, in which the employee or the task he or she is performing belongs to.
6. Number of full-time and part-time employees twice a year.

The shop steward is entitled to receive the information referred to in sections 1–5 after the collective agreement has been signed and the changes arising from the agreement have been implemented in the company regarding employees employed by the company at that time. The shop steward is entitled to receive the information of new employees as provided in sections 1, 2, 3 and 5 on request at the beginning of an employment contract or at agreed intervals.

The shop steward shall be informed on request of the information that is gathered at the point of recruitment.

The shop steward has the same right of access as a statutory shop steward by law is awarded to the list of emergency out-of-hours and overtime work and the increased wages paid for them.

The shop steward shall keep secret all information he or she receives for the purpose of performing his or her duties as a shop steward.

If a new employee is hired, the shop steward has to be notified. As part of the orientation, the new employee will be given a joint presentation by the employer's representative, shop steward and the occupational safety representative about the company's collaborative systems, local agreements and their opportunities in terms of the collective agreement.

## **Section 7 Taking care of duties as a shop steward (2020–2022)**

1. For the purpose of performing the shop steward's duties, the shop steward or, if he or she is prevented from performing his or her duties, the deputy shop steward shall be exempted from their regular duties and paid compensation per calendar month as follows:

<i>Number of regular employees</i>	<i>Time off in hours/month</i>	<i>Compensation in euros/month</i>
5–20	4	38
21–50	6	50
51 or more	10	83

The date for the holiday is locally agreed. The time spent on performing the shop steward's duties is considered working time.

2. If the shop steward is regularly exempted from his or her other duties for a specific period, he or she shall carry out the shop steward's duties during these periods. For the purpose of addressing urgent matters, however, the

management shall exempt the shop steward from his or her normal duties at other times suitable from the perspective of the normal duties.

### **Section 8 Compensation for loss of earnings**

1. The employer shall compensate the shop steward for the loss of earnings for attending either local negotiations with the representatives of employer or for otherwise performing duties agreed on with the employer.
2. If the shop steward is performing duties agreed on with the employer outside the regular working hours, the shop steward shall be paid compensation for overtime for this period unless other compensation is agreed on.

### **Section 9 Training for a shop steward**

The training for a shop steward has been agreed on between MTA and the Industrial Union in the training agreement currently in force.

### **Section 10 Facilities**

The employer shall provide the shop steward with appropriate facilities doer the safekeeping of the equipment required for the performance of the duties of the shop steward. If the size of the workplace requires, the employer shall arrange an appropriate space where discussions required in the performance of the duties of the shop steward may be conducted.

The shop steward may use the office and other equipment in regular use at the company, including computer hardware and software commonly used at the company. Practical arrangements are to be agreed on locally.

### **Section 11 Negotiated order**

1. In matters regarding his or her salary and other terms of employment, an employee should immediately contact his or her line manager.
2. If the employee is unable to settle the above matter directly with his or her line manager, he or she may take the matter to be addressed in negotiations between the shop steward and the employer representative.
3. If a dispute arising at the workplace cannot be settled locally, the negotiation procedure laid down in the collective agreement shall be complied with.
4. If the dispute concerns the termination of the employment contract of a shop steward as referred to in this agreement, local and negotiations and

negotiations between unions must be launched and undertaken immediately after the grounds of the termination have been disputed.

## **Section 12 The term of the agreement**

This agreement comes into force on 1 February 2020 and remains valid for an indefinite period subject to a six months' notice.

In Helsinki on 7 February 2020

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

FEDERATION OF AGRICULTURAL EMPLOYERS MTA  
INDUSTRIAL UNION

## **AGREEMENT ON OCCUPATIONAL SAFETY COOPERATION**

1(9)

### **Section 1 Purpose and scope of the agreement**

The parties to this agreement have made this agreement as referred to in section 8(2) of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces for the purpose of promoting occupational safety at workplaces, to create an atmosphere favourable to occupational safety work and to facilitate collaboration between employers and employees on occupational safety.

This agreement shall be applied in all duties in the agricultural, horticultural, fur industry and rural industries referred to in section 1 of collective agreements between the Federation of Agricultural Employers MTA and the Industrial Union for the aforementioned sectors.

### **Section 2 Branch committee within the agricultural sector**

The Branch Committee within the Agricultural Sector, based in Helsinki, shall serve as the national co-operation body for the occupational safety work in the scope of application referred to in section 1 above.

#### **1. Assembly and appointment**

The Branch Committee within the Agricultural Sector has eight ordinary members, three of whom represent the employers, three the workers and two the salaried employees. In addition to ordinary members, both parties have one deputy member.

Both parties shall appoint their representatives and jointly invite the salaried employee representatives to the Branch committee within the Agricultural Sector.

The parties are responsible for the costs of the Branch Committee within the Agricultural Sector in proportion to the number of representatives in the committee.

The branch committee elects the chairperson from amongst themselves for a term of one year at a time. The chairperson is elected from the representatives of the employers and employees in alternating years.

## 2. Duties

The duties of the branch committee within the agricultural sector include the following:

- promoting research into occupational safety in the field
- developing and improving occupational safety in the field
- developing occupational safety co-operation at the workplace
- providing guidance and information for persons involved in occupational safety co-operation
- planning and organising training for persons involved in occupational safety co-operation
- maintain contacts with organisations in the occupational safety sector
- maintaining contacts with institutions and persons working in the field of occupational safety in the agricultural sector
- investigating issues specific to occupational safety in the agricultural sectors, addressing and resolving disputes regarding occupational safety, unless the matter falls under the remit of another organisation
- other duties that the parties jointly submit to the Branch committee within the Agricultural Sector.

## Section 3 Cooperation bodies

For the purpose of occupational health and safety cooperation, a production facility or similar unit shall have a an occupational safety manager appointed by the employer, an occupational safety representative representing the workers and salaried employees or, when the two groups have elected their own respective representatives, the occupational safety representatives for these groups as well as two deputy representatives for them and an occupational safety ombudsman.

The election of other cooperative occupational safety bodies and the appropriate form of cooperation shall be agreed on locally, taking into account the nature, size, number of workers and salaried employees at the production facility or other similar unit, the nature of duties and other circumstances. Unless another form of co-operation has been agreed on, an occupational safety committee shall be established for the purpose of occupational safety work.

The occupational safety organisation shall be brought into line with the changed size and structure of a workplace in compliance with the principles of this agreement when the operations of the production facility or the equivalent operative unit substantially contract or expand, or in the event of the assignment of business, merger, incorporation or comparable substantial reorganisation.

## **Section 4 Cooperation activities**

Irrespective of the form of occupational safety cooperation and taking into consideration the size, nature of operations and other circumstances at the production facility or similar operative unit, the occupational safety activities shall include the following :

- compiling an annual plan of action taking into consideration the occupational safety planning at the company and the related proposals
- address the standard and development of working conditions and make development proposals
- assessing the need, execution and follow-up of occupational safety surveys concerning the working conditions
- discussing the arrangements of the health and safety monitoring at the workplace
- assessing the need for an internal occupational safety inspection and related proposals and the follow-up of their implementation
- assessing plans for changes and upgrades that may affect the working conditions at the workplace, issuing statements regarding them and organising the follow-up of their implementation
- discussing and making proposals on training, orientation and onboarding in matters related to occupational safety
- discussing the implementation of occupational health care and making proposals for its development
- address the organisation of communication about occupational safety at the workplace
- take care of any other issues relevant to occupational safety.

## **Section 5 Competence improving activities**

Stepping up the activities to maintain employees' capacity for work requires collaboration between the occupational health care, occupational safety organisation, line management and human resources administration. The principles of the activities to maintain capacity for work are presented in the action plan of the occupational health care. This will secure the timely commencement and efficient implementation of the activities. For the purpose of exercising the collaboration required by this agreement, the parties shall:

- jointly with the occupational health care providers, line management and human resources administration participate in the planning, implementation and follow-up of the activities to maintain capacity for work
- promote an atmosphere favourable to the activities
- monitor employee's ability to cope at work

- if necessary, issue guidelines directing those who require activities to maintain capacity for work to the care of the appropriate specialists.

The duties of the occupational safety manager and representative are to:

- participate in the planning of the of activities maintaining capacity for work in conjunction with the compilation of the occupational health care action plan and individual action plans as well as to participate in the implementation and follow-up of these plans.

## **Section 6 Occupational safety manager**

The occupational safety manager shall have sufficient knowledge about the occupational safety issues at the workplace taking into consideration the nature of operations and size of the production facility or similar operative unit.

The occupational safety manager shall have the necessary operational setting to perform the necessary duties.

In addition to the other occupational safety cooperation duties, the occupational safety manager's duty is to:

- familiarise him or herself in the regulations, provisions and guidelines regarding occupational safety
- organise, maintain and develop occupational safety co-operation
- familiarise him or herself with the plans and conditions relevant to health and safety at the workplace, follow up on their development and, when necessary, take measures to remedy a fault or deficiency observed
- obtain the necessary occupational safety information and materials
- when necessary, put forward initiatives to organise international inspection measures
- establish the necessary contacts between employees, line organisation and occupational health care.

## **Section 7 Occupational safety representative**

The term of office for the occupational safety representative is four (4) years.

The occupational safety representative shall be elected for a workplace with a minimum of 10 regular employees. If the number of employees is 10–20, the occupational safety representative and the occupational safety manager shall jointly service as the local co-operative body at the workplace. Unless otherwise has been locally agreed, the election of the occupational safety representative and deputy representatives shall be carried out in

compliance with the guidelines issued by the Branch committee within the Agricultural Sector.

The duties of the occupational safety representative are defined based on the Act and Decree on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces. In addition, the occupational safety representative shall carry out all other duties that fall under his or her remit based on legislation and agreements.

The occupational safety representative's opportunities to develop and advance in their occupation may not be hindered because of his or her position as the occupational safety representative. The salary development of the occupational safety representative must correspond to the general salary development within the company.

### **Section 8 Taking care of duties as an occupational safety representative (2020–2022)**

1. The employer shall release the occupational safety representative from his or her regular work for carrying out the duties for the reasonable period of time he or she needs to carry out the duties of an occupational safety representative.
2. The free time the occupational safety representative is entitled to and the compensation to be paid each calendar month:

<i>Number of employees at the workplace</i>	<i>Time off in hours/month</i>	<i>Compensation in euros/month</i>
10–20	4	38
21–50	6	50
51 or more	10	83

3. The number of employees at the workplace determining the free time that the occupational safety representative is entitled to is established by the occupational safety committee for each quarter based on information and calculations separately available. The figure is established in the meeting held in the second month of each quarter. Before the figure is established for each quarter, the possible deviations in the free time the occupational safety representative is entitled to is averaged out during the latter part of each quarter.
4. The timing of the release from duties shall be agreed on with the supervisors of the person in question unless the release is necessary because of an exceptional incident at the workplace, such as an industrial

accident. When granting the release, attention shall be paid to the factors related to the work arrangements.

5. The occupational safety representative shall keep records of his or her duties, reporting the date, nature of duties and time spent on carrying out the duties. The nature of the tasks and measures taken may be specified by descriptions defined in this agreement and the Act on Occupational Safety Enforcement and Cooperation on Occupational Safety at Workplaces. The content of the records shall be presented to the occupational safety committee on the request of the committee or one of its members. With regard to confidentiality, the provisions of the Act and Decree on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces.

## **Section 9 Facilities**

The employer shall provide the occupational safety representative with appropriate facilities for the safekeeping of the equipment required for the performance of the duties of the occupational safety representative. If the size of the workplace requires, the employer shall arrange an appropriate space where discussions required in the performance of the duties may be conducted.

For the purpose of carrying out his or her duties, the occupational safety representative has the right to use the regular office and other equipment of the company. Practical arrangements are to be agreed on locally.

## **Section 10 Security of employment of an occupational safety representative**

In the event of redundancies or temporary lay-offs for financial and production-related reasons, these measures may not be targeted at the occupational safety representative unless the operations of the production facility are fully terminated. If it is mutually agreed that the occupational safety representative cannot be offered duties corresponding to his or her professional skills or duties that would be otherwise suitable, this rule may be deviated from.

The employer is entitled to terminate the employment contract of an occupational safety representative on the basis of grounds related to the employee's person only if the majority of the employees whom the occupational safety representative or the elected representative represents agree, as required under Chapter 7, section 10(1) of the Employment Contracts Act.

The employment contract of the occupational safety representative shall not be terminated contrary to the provisions under Chapter 8, section 1(1). Terminating the employment contract of an occupational safety representative on the grounds breach of regulations unless he or she has at the same time repeatedly, essentially and regardless of a warning, neglected the obligations laid down in the Employment Contracts Act Chapter 8, section 1(1).

The position of the occupational safety representative continues regardless of the assignment of the enterprise provided that the enterprise or the part of the enterprise retains its independent position. If the enterprise to be assigned or its part loses its independent position, an occupational safety representative is entitled to retroactive protection as of the date of termination of office owing to the assignment of the enterprise.

When assessing the grounds for the termination of an occupational safety representative's employment contract, the occupational safety representative shall not be placed in an unfavourable position in comparison to other employees.

The provisions of this section shall also be applied for an occupational safety representative candidate, whose candidacy has been announced to the occupational safety committee or similar co-operation body. However, the protection of candidates extends no further than three weeks before the election and ends with the announcement of the election results, unless the candidate is elected as the occupational safety representative.

The provisions under the present section regarding the redundancy or termination of the employment contract of an employee who has served as an occupational safety representative shall also be complied with after his or her term as an occupational safety representative has ended as follows:

<i>Application period</i>	<i>Number of employees represented by the occupational safety representative</i>
4 months	no more than 20
6 months	at least 21

If the employment contract of an occupational safety representative has been terminated contrary to this agreement, the matter shall be addressed in accordance with the Employment Contracts Act (55/2001).

## **Section 11 Transferring an occupational safety representative**

An occupational safety representative may not be assigned to duties that a lower paid than those which he or she was assigned to at the time of being

elected while performing his or her duties as an occupational safety representative or as a result of these duties. Nor may a shop steward be demoted if the employer is able to offer him or her other duties that correspond to his or her professional skills. Owing to his or her duties as an occupational safety representative, he or she may not be dismissed.

## **Section 12 Deputy representative**

In the event that the occupational safety representative is prevented from carrying out his or her duties and the duties may not be postponed until a later date, the duties are carried out by a deputy occupational safety representative. The occupational safety representative shall notify the employer of being prevented from carrying out the duties and the deputy occupational safety representative taking up the duties.

The deputy occupational safety representative shall be released from his or her regular work for a period that is required to carry out the duties of the occupational safety representative as referred to in section 1.

In other respects, the deputy occupational safety representative has the same rights and obligations as the occupational safety representative.

## **Section 13 Occupational safety ombudsman**

At a workplace with fewer than 10 employees, it is deemed feasible that the employees appoint an occupational safety ombudsman for the purpose of occupational safety co-operation.

For the election of the occupational safety ombudsman, the abovementioned provisions on the election of an occupational safety representative can be applied.

The duties of the occupational safety ombudsman as referred to in the present agreement are:

- participate, as necessary, in occupational safety inspections
- participate in investigations which has been launched on the basis of the nature of an occupational accident or its potential impact on the planning and implementation of occupational safety work
- monitor compliance with occupational safety regulations and report any violations thereof
- notify observed shortcomings to the employer (occupational safety manager) and draw employees' attention to the occupational safety regulations and any risks identified
- to familiarise themselves with the occupational safety regulations in the field

- maintain contact with the occupational safety manager (employer) in matters related to occupational safety.

The occupational safety ombudsman may not be made redundant on the grounds of performing the duties of the occupational safety ombudsman.

To the extent that the duties under this agreement require, the occupational safety ombudsman has the right to be released from his or her duties subject to agreement with the management.

#### **Section 14 Duties outside working hours**

The occupational safety representative, occupational safety ombudsman and the occupational safety committee or a member of some other similar cooperative body shall agree, in advance if possible, with the employer on duties to be carried out outside the working hours, unless this duty arises from an order given by an occupational safety authority or an accident that has occurred.

#### **Section 15 Compensation for loss of earnings**

The employer shall compensate the occupational safety representative, occupational safety ombudsman and members of the occupational safety committee or similar co-operation body and its secretary for the loss of earnings resulting from carrying out the related duties during working hours. In addition, the secretary shall be paid compensation for carrying out the secretarial duties as agreed locally.

If the occupational safety representative is released from his or her duties for fixed periods on a regular basis, the employer shall compensate the representative for the loss earnings for these periods. The employer shall also compensate the occupational safety representative for loss of earnings arising from a temporary release from duties.

If the person referred to in subsection 1 is performing duties agreed on with the employer outside the regular working hours, he or she shall be paid compensation for overtime for this period unless other compensation is agreed on.

#### **Section 16 Codes of Statutes**

The employer shall obtain the necessary laws, decrees and other occupational safety regulations for the use of the occupational safety representative, occupational safety ombudsman and other occupational safety co-operation bodies in their duties.

### **Section 17 Settlement of disputes**

If a dispute arising at the workplace on the interpretation of this agreement cannot be settled locally, the negotiation procedure laid down in the collective agreement shall be complied with.

### **Section 18 Duration and termination of the agreement**

This agreement comes into force on 1 February 2020 and remains valid for an indefinite period subject to a six months' notice.

In Helsinki on 7 February 2020

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

## **PRINCIPLES FOR THE USE OF WORKFORCE WITHIN THE INDUSTRIES**

The parties to this agreement consider it important to secure the availability of adequate and professionally competent workforce in the sectors subject to this agreement.

In the use of workforce, the parties to this agreement encourage employers to conduct themselves in the spirit of “fair play”. This means that the provisions of, for example, the provisions of the collective agreement shall be complied with in all employment contracts in the sector. Furthermore, the development of the working environment, the nature of work and working arrangements while taking into consideration the needs of both the employers and the employees will enhance the employment and availability of workforce in the sectors subject to this agreement.

The employment contracts made in the sector shall be in force until further notice, unless there are reasonable grounds to enter into a temporary contract. Acceptable grounds for a temporary contract typically include substituting for another employee, project-based work or seasonal work.

The basic principle to be observed by the employer in the employment of workforce is to enter into an employment contract with each employee. The employers shall consider separately under which circumstance (e.g. peak periods or special professional requirements) the use of agency workers is justified.

When using agency workers, the company shall ensure compliance with obligations towards the agency worker, employment authorities and the agency supplying the worker as provided in the Act on the Contractor’s Obligations and Liability when Work is Contracted Out. The employer shall on request notify a shop steward or the occupational safety representative of the number of agency workers employed, the duration of the contract and the collective agreement to be complied with.

Combatting the “grey economy” is the shared goal of the entrepreneurs and employees working in the horticulture sector.

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

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