

THE CHEMICAL INDUSTRY FEDERATION OF FINLAND,  
FINNISH PLASTICS INDUSTRIES FEDERATION

and

INDUSTRIAL UNION

COLLECTIVE AGREEMENT

FOR THE

# PLASTIC AND CHEMICAL PRODUCTS INDUSTRIES

5 February 2020 – 31 December 2021

*This document is an English translation of the Collective labour agreement in Finnish. The translation has been made by the Industrial Union (Teollisuusliitto ry) and the Chemical Industry Federation of Finland (Kemianteollisuus ry).*

*The agreement parties of the Collective labour agreement have not agreed on the text in English. Therefore, if the interpretation of the translation in English should lead into a different final result from the original Collective labour agreement in Finnish, the Finnish Collective labour agreement has to be followed.*

# Collective agreement

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**COLLECTIVE AGREEMENT FOR THE PLASTIC AND CHEMICAL PRODUCTS INDUSTRIES BETWEEN THE CHEMICAL INDUSTRY FEDERATION OF FINLAND, FINNISH PLASTICS INDUSTRIES FEDERATION**

and

**INDUSTRIAL UNION**

**I BACKGROUND**

**1 § Scope of the agreement**

The provisions of this collective agreement shall apply to member enterprises of the Chemical Industry Federation of Finland KT and of the Finnish Plastics Industries Federation which are engaged in the plastic products industry and chemical products industry as well as to all the employees of these enterprises.

**Home workers**

This agreement shall apply to home workers in the following respects:

A separate bonus of 13 per cent shall be paid to home workers with each wage payment as an item corresponding to the holiday compensation and holiday bonus.

The bonus corresponding to the holiday compensation and holiday bonus shall be 16.5 per cent if employment has continued for not less than one year without interruption.

When salary increases are agreed in the collective agreement, home workers' wages shall be increased at times and in increases corresponding with the other employees. The increase shall be implemented as a general increase.

For employees in part-time employment, the amount of the salary increase is calculated on the basis of the proportion of agreed working hours in relation to full-time working hours.

**Part-time work**

Part-time work shall arise when the employee's contracted hours of work fall below the regular working hours under the collective agreement, either continually or on average.

For example, the part-time status may be involved in:

Employment falling below the regular working hours stipulated in the collective agreement, partial child care leave, part-time pension, part-time pay supplement or job alternation leave.

The financial benefits of a part-time employee as referred to in this collective agreement shall be determined in proportion to the agreed hours of work and full hours of work.



## **2 § Freedom of association**

Employers and employees shall be freely entitled to determine their own membership of vocational organisations.

## **3 § Appended agreements**

The following agreements shall be observed as part of this collective agreement:

- The EK (TT/STK) – SAK general agreements
- The Occupational Safety Centre Agreement and Standing Orders signed on 19 March 1997

## **Inter-federation agreements**

Holiday Pay Agreement

- The General Agreement for the Chemical Industry
- Agreement on protection against dismissal

## **4 § Binding character of the agreement and industrial peace obligation**

### **Binding character of agreement**

1. This collective agreement shall bind the signatory federations and their affiliated associations as well as those employers and employees who are or have been members of said associations during the term of the agreement.

### **Industrial peace obligation and duty of supervision**

2. The federations and their affiliated associations shall be required to ensure that their member associations, employers or employees to whom the agreement applies refrain from engaging in any industrial action or from infringing the terms and conditions of this collective agreement.
3. The union branch, the shop stewards as representatives of the union branch and the employer are obliged to maintain industrial peace at the workplace. If the union branch, a shop steward or the employer become aware of a threat of disturbance to the industrial peace, they shall have the obligation to immediately notify the federations of the matter and all factors that have an impact on the assessment thereof. Local parties shall refrain from any industrial action until the federations have handled the matter.
4. Upon receiving the notification as per Section 3, the federations shall immediately discover the reason for the imminent industrial action and assess whether the imminent industrial action is in breach of the Finnish Collective Agreements Act. The federations shall inform the local parties of their opinion. If the federations deem the industrial action to be contradictory to the Finnish Collective Agreements Act, no industrial action may be taken. A union branch must comply with the federations' view and refrain from an industrial action, or if an industrial peace disturbance is already ongoing, end the industrial actions and return the industrial peace without any delay.

## Collective agreement

The federations must encourage the local parties to maintain industrial peace. On the request of local parties, the federations and the employer and the chief shop steward will clarify by necessary joint actions within three ordinary weekdays to what a dispute concerning industrial peace is directed, what its reasons are and what the possible consequences of an industrial action would be. If a local disagreement is connected to the application or an interpretation of the collective agreement, the matter must be handled following the negotiating procedure in accordance with Section 40 of the collective agreement.

5. According to the Finnish Collective Agreements Act, a compensatory fine may be handed for industrial action taken in breach of the Finnish Collective Agreements Act or neglecting the duty of supervision. According to the view of the federations
  - if the union branch or employer has neglected their obligations in accordance with Sections 3 to 4, this should be taken into consideration as a factor that increases the compensatory fine, and
6. the action taken by the federations in accordance with Section 4 to prevent industrial action should be factored in to either increase or decrease the amount of the compensatory fine handed to the federations.
7. The Chemical Industry Federation of Finland shall agree to refrain from taking industrial peace proceedings with regard to threatening with industrial action, if the procedure in accordance with Sections 3 to 4 is pending between the federations.

### **Entry on record 1:**

Upon receiving the notification as per Section 3, the federations shall immediately, and at the minimum within a day, make an assessment in accordance with Section 4 on whether the imminent industrial action is in breach of the Finnish Collective Agreements Act.

### **Entry on record 2:**

The parties declare that the threat of industrial action shall not be used as leverage in order to make changes to a condition or an interpretation pursuant to an existing collective agreement or a local agreement or a practical collective agreement. Disputes pertaining to the application of the collective agreement shall be handled following the negotiating procedure in accordance with Section 40 of the collective agreement, not following the procedure referred to in this Section.

## **5 § Initiation and termination of employment**

### **Right to manage**

1. The employer shall have the right to engage and dismiss employees and to determine the management of work. The employee shall have a duty to comply with the regulations and instructions issued by the employer or the employer's representative provided that these regulations and instructions do not conflict with the current legislation, this collective agreement or the working regulations.

## Collective agreement

The employee shall perform the work assigned by management and the employer shall be entitled to transfer the employee to other work as required.

### **Interim certificate of employment**

2. An interim certificate of employment shall be issued to the employee as necessary while the employment continues. The certificate shall include an entry specifying the duration of employment and nature of the duties performed, and shall also include a testimonial to the employee's ability, diligence and conduct where the employee so requests.

### **Temporary employment contract**

3. A temporary employment contract may be concluded if the reason for so doing is the nature of the work, substitution for another employee, traineeship or some other equivalent factor that requires a temporary contract or if the employer has another justified reason for concluding a temporary employment contract arising from the operations of the enterprise, from the lack of established demand for services or from the work to be performed. A temporary employment contract can also be made in situations pursuant to Chapter 1, Section 3 a of the Finnish Collective Agreements Act.

If a temporary employment contract has been concluded other than in the aforementioned cases, or if temporary employment contracts have been successively concluded without valid grounds, then said contract shall be deemed a regular employment contract.

### **Entry on record 1:**

The federations stress the importance of settling the contents of an employment contract with sufficient clarity to ensure that no disputes arise at a later date. The federations recommend that the employment contracts of new employees be made in writing.

### **Familiarisation and job orientation**

4. In accordance with section 14 of the Finnish Occupational Safety and Health Act, the employer shall ensure that the employee receives adequate job orientation and is adequately familiarised with the work.

Job orientation consists of systematic training whereby, in accordance with an approved plan prepared in advance and with the assistance of a person conducting job orientation, new employees are familiarised with the workplace and with their duties, and instructed in the risks that are inherent in the work and surroundings, and in procedures for combating these risks.

An employee appointed separately by the employer to conduct job orientation who, in addition to their regular work, also familiarises and guides new employees in the environment and duties of their work in accordance with an approved job orientation or other corresponding plan, shall be paid a separate hourly compensation of 7 per cent of their average hourly earnings for the hours spent in said familiarisation and job orientation duties, unless their wages otherwise allow for these duties.

## Collective agreement

5. The chief shop steward shall be notified of the employment of a new employee without delay.

The familiarisation of the employee shall also include instruction about the cooperation systems, local agreements and the opportunities for such agreements as per the collective agreement, provided jointly by a representative of the employer, the chief shop steward and the occupational safety delegate.

### Entry on record 2:

Familiarisation and job orientation of summer employees and various trainees forms part of the normal duties of employees, so no separate compensation shall be paid for the familiarisation and orientation of such employees.

### Periods of notice

6. The periods of notice of termination of employment shall be determined according to section 3 of the attached Agreement on Protection Against Dismissal unless another period of notice has been agreed at the time of termination of employment.

Calculation of a negotiation period

### Calculation of a negotiation period

7. If the need arises to give notice of termination to employees, lay off or place them on part-time employment due to reasons attributable to the reorganisation of the employer's operations, an employer belonging within the scope of application of the Act on Co-operation within Undertakings (334/07) must, however, abide by the provisions of the Act on Co-operation within Undertakings with the exceptions agreed in this section. The Act on Co-operation within Undertakings is not part of the collective agreement. The provisions in this section supplement the Act and substitutes the corresponding sections in the Act.

When an employer belonging to the scope of application of the Act on Co-operation within Undertakings is considering giving notice of termination to the employee, laying off or placing them on part-time employment due to financial or production-related reasons or reasons resulting from the reorganisation of the employer's operations, the co-operation obligations are deemed, in deviation from the regulations on the proposal for negotiations under section 45 and on the fulfilment of the duty to negotiate under section 51 to be met if negotiations have been held after a written proposal for negotiations as required in the Act on Co-operation within Undertakings and on the basis of necessary information given in advance during a negotiation period set out in section 51 of the Act on Co-operation within Undertakings, unless other negotiation period has been agreed by law.

Note to the Protocol of signature: The section references to the Act on Co-operation within Undertakings are only informative.

## II WORKING HOURS

### 6 § Regular working hours

#### General provisions

Hours of work shall be governed by the current legislation.

Regular working hours shall not exceed 8 hours per day and 40 hours per week.

Regular weekly working hours may also be arranged to average 40 hours in daily and two-shift work over a period of no more than 52 weeks, provided that a working hour adjustment plan has been prepared in advance covering at least the period over which regular weekly working hours are averaged.

Regular daily working hours may be extended to no more than 12 hours by local agreement while weekly working time does not exceed 50 hours. In such cases, working time shall average 40 hours a week over a period not exceeding one calendar year.

#### Entry on record 1:

The hours of work applied under various forms of working time and the special regulations governing the scheduling of working hours are set out in Sections 7, 8 and 9 of this collective agreement.

The federations recommend that the form of working time to which new scheduling arrangements belong under the collective agreement should be jointly verified before introducing said arrangements.

#### 10-hour

Due to a sudden, unexpected or exceptional production-related situation, the employer may temporarily extend the regular daily working hours of other than shift workers up to the maximum of 10 hours and the weekly working hours up to the maximum of 50 hours with a three-day notice. The payment of wages remains according to the regular working hours as well as when having extended working hours or averaging working hours, excluding hours done during mid-week public holidays or Sundays, for which compensation is paid in accordance with working and collective agreement provisions. By local bargaining, a change in working hours can be made without a notice period.

An individual employee can work ten-hour days in six working weeks a year at maximum and in two consecutive working weeks at maximum.

An employee has the possibility to decline changes in working hours according to this collective agreement provision on a case-by-case basis for appropriate personal reasons (e.g. health reasons, childcare or care of relatives).

## Collective agreement

The working hours must adjust to the average of 40 hours per week within 52 calendar weeks. The employer will prepare a preliminary adjustment plan, and the parties will agree on the timing of free time within 4 calendar weeks of the performed work. If no agreement on the free time is reached, the employee has the right, in compliance with the 3-week notice period, to adjust their working hours to the average of 40 hours per week by using time off primarily as whole days. However, the days off announced by an employee cannot be taken if the company's production-related operations are seriously disrupted, or during the weeks for which the employer has notified of the need for working longer hours as set out in this collective agreement provision.

If the days off referred to in this collective agreement provision have not been taken within 52 calendar weeks, the employer will compensate for the hours remaining unadjusted with a 50% increase in connection with the following payment of wages.

### **Working hour bank**

The working hour bank is a system adopted in order to balance work and leisure time, allowing the employee and the employer to save and have days off within the limits agreed upon in connection with the adoption of the working hour bank. Successful balancing of work and leisure time increases job satisfaction, commitment to work and productivity.

### **Implementation of the system**

The agreement shall be made in writing between the employer and employee representatives. The federations recommend that the local parties set goals for the working hour bank in terms of, among other things, productivity, competitiveness, occupational safety and the observation of the individual needs of the employees concerning working time.

### **It can be agreed that the following, for example, be transferred to the working hour bank:**

- hours accrued as a result of flexible working time
- average regular daily or weekly working hours
- leave resulting from the reduction of working hours or three-shift work
- working time compensations converted into free time
- annual leave exceeding 18 days and accrued saved leaves, if any
- holiday return bonus agreed as free time
- for employees who are, at a minimum, 58 years of age, benefits with monetary value converted to equivalent time off

### **Matters to be agreed in the implementation of the system**

- who the agreement covers
- how to join and leave the system
- what kinds of days off can be saved and under which terms and when the leave may not be taken
- maximum amounts set for saving and borrowing days off
- when and under what circumstances leave can be taken
- how monetary compensations are converted into corresponding leave
- procedures for how to verify the amount of hours accrued in the working hour bank
- how the wages are determined for the time when the leave is taken if several different bases for wages or pay methods are used
- according to which principles and in what circumstances, in addition to the termination of employment, the leave can be converted into money

## Collective agreement

- how the functioning of the working hour bank is considered between the employer and the elected representative.
- when agreeing on the possibility of employees who are, at a minimum, 58 years of age, to convert benefits with monetary value to equivalent time off, an agreement should also be reached concerning whether it is necessary to increase the maximum quantity of time off to be saved in these situations

### **Free time transferred into the system**

Any leave transferred into the bank will lose its original identity, and the averaging or expiration times according to the Working Hours Act or the Annual Holidays Act, for example, no longer apply.

The employee will receive an annual statement about the free time accrued in the bank. At this point, the employee and the employer will jointly prepare a plan on when the accrued leave will be given.

If no agreement is reached about when such leave is given, the employee has the right to use maximum 30% of the hours accrued in the bank with two months' notice, unless a different local agreement is made concerning the period of notice.

The employer is allowed to move the time of the leave for significant production-related reasons once in a calendar year. If the incapacity to work of an employee begins before the agreed working hour bank leave, they may, no more than once per calendar year, transfer the working hour bank leave of minimum three days to a later time.

The federations agree

- that the granting and taking of leave may not lead to a need to have overtime done or a disruption of production
- on the principle according to which, if the volume of work is reduced, any hours accrued in the bank should be used before resorting to layoffs.

### **Payment of wages in the systems**

The employee's wages are paid according to the time when the leave is taken. Taking the leave does not reduce the accrual of annual leave. At the end of employment, any leave accrued in the working hour bank is paid out in cash.

### **Monitoring the functionality of systems**

The employer and a representative of the employees shall evaluate the operation of the system regularly according to the goals set when the system was implemented and from the perspective of labour protection.

A representative of the employees will be given a summary of the leaves accrued in the bank and the leaves taken.

### **Periodic work**

Regular working hours in periodic work shall be determined in accordance with Paragraph 1 of Section 7 of the Finnish Hours of Work Act.

## Collective agreement

Periodic work can also be agreed locally for cases other than those referred to in section 7 of the Working Hours Act.

### **Night work**

Night work may also be assigned under circumstances other than those referred to in section 8 of the Finnish Hours of Work Act by local agreement.

### **Days off**

The aim shall be to give the employee another weekly day off in addition to Sunday. Where a fixed day of the week is stipulated as the second day off, this should be Saturday, if possible. If the second day off is a variable weekday, then this day must be specified in the schedule of work shifts drawn up in advance.

### **Weeks including a mid-week public holiday**

Employees not working in continuous one- or two-shift work or in interrupted three-shift work shall, unless technical reasons of production otherwise require, have days off on Easter Saturday, Midsummer and Christmas Eve, and on the Saturdays of the weeks including New Year's Day, Epiphany, Easter Monday, Ascension Day, 1 May, Finnish Independence Day (6 December) or Boxing Day.

### **Schedule of work shifts and working hour adjustment plan**

The beginning and end of regular working hours and the necessary intervals at work shall be determined by the employer within the limits stipulated by law and by this collective agreement. These times shall be entered in a schedule of work shifts or in a combined schedule of work shifts and working hours adjustment plan, as referred to in section 30 of the Finnish Hours of Work Act.

The working hours adjustment plan shall be of a collective nature and shall cover the period for which the working hours at a worksite, department or workplace apply the form of working hours used under working hours adjustment plan.

The shop steward and employees must be given an opportunity to state their views in the manner prescribed in Sections 29 and 30 of the Finnish Hours of Work Act when the working hours adjustment plan and the schedule of work shifts is formulated.

The working hours of an employee who has worked under a working hours adjustment plan shall not be separately averaged out at the end of the employment.

The working hours of an individual employee working under a working hours adjustment plan may be monitored to ensure correspondence between the hours worked and the wages paid.

### **Amendments to the schedule of work shifts and the working hours adjustment plan**

The schedule of work shifts or the working hours adjustment plan may be amended for reasons of production or working arrangements, or at the employee's request.



## Collective agreement

The employees concerned must be notified at least one month before implementing any amendments to the schedule of work shifts or the working hours adjustment plan that are of a permanent nature and shall continue for not less than one month and, where possible, at least three days before implementing any temporary amendments. After that the work shift schedule may only be amended on the employee's consent or for an unpredicted reason relating to work arrangements, for example, in sick leave situations, machine failures or sudden changes in the backlog of orders. Prior to the amendment, the amendment affecting an individual employee must be negotiated between the chief shop steward and the employee concerned.

### **Transition to another form of working hours**

When changing from one form of working hours to another, the hours of work and other working time regulations of the previous form of working hours shall be observed until the time of the transition. The hours of work and other working time regulations shall be determined in accordance with the regulations governing the new form of working hours as at the time of adopting the new form of working hours.

### **Changes and rotation of work shifts**

Work shifts shall be changed regularly in shift work and rotated at intervals not exceeding three weeks. An employee may nevertheless work the same shift continuously where so agreed, provided that this is not the night shift.

### **Exceptions**

The aforementioned regulations governing hours of work shall not prevent deviations from the regular working hours specified above within statutory limits where these deviations are warranted for pressing reasons of production technology. Such reasons shall be deemed to include the performance of essential repairs, force majeure, shortages of raw materials and other materials, inadequate product sales and comparable reasons.

### **Beginning of the working week and working day**

Unless otherwise locally agreed, the working week and the working day shall commence at the beginning of the first shift on Monday. The Sunday working day shall end at that time.

### **Preparation and completion work**

The preparation and completion work is additional work to improve delivery certainty and remove production disruptions that exceeds the regular working hours, and it is agreed on locally. The personnel will be notified of the agreement.

In addition to regular working hours, the preparation and completion work also includes additional work performed before or after one's own regular work shift. The preparation and completion work may consist of work that is

- essential in order for the other employees at the workplace to be able to work full regular working hours
- necessary in shift work for exchanging information when a shift changes.

## Collective agreement

The preparation and completion work may be agreed on in an employment contract.

The maximum preparation and completion work per employee is five hours a week.

A salary with working hours and condition bonuses equalling the regular working hours salary will be paid for the preparation and completion work. The payment of a corresponding fixed monthly compensation may be agreed on locally.

### **Conversion of bonuses**

Payment of the various wage elements associated with different forms of working hours, such as working time averaging, shift work and Sunday work bonuses, as separate fixed hourly or monthly bonuses may be locally agreed.

### **Agreement to vary the time of wage payment**

On the initiative of the shop steward or other representative of the employees, the wages payable for regular working hours, e.g. for longer pay periods, compensation for weekday public holidays, holiday bonuses or other wage elements, may be allocated (brought forward or deferred) by local agreement to unpaid working time averaging leave of employees paid hourly. The agreement shall apply to all the employees at the site and can be conducted to be valid until further notice or for a fixed period; however, at least for one calendar year at a time.

The fixed part of the hourly wage may be smaller than the job classification pay in local arrangements for allocating the wages for regular working hours. The wage payable shall nevertheless be at least equal to the job classification pay.

Wage elements allocated to working time averaging leave days may include a) a sum or percentage set aside of the wage, agreed at the beginning of the year; b) management of the extra days of pay periods of different lengths (when there are 31 days in a month with more than 20 working days, or a two-week period with more than ten working days); c) weekday public holiday compensation, Midsummer and Christmas Eve compensation or major public holiday compensation; d) holiday bonuses; in addition to these, the average weekly working hours agreed during a working time reform can be used under a local agreement, agreeing in advance on the frequency and time of the days in question. This arrangement requires the preparation of a schedule of work shifts.

When negotiating on the allocation of wages to unpaid working time averaging leave days, the companies may make use of the alternatives described above or settle on a different solution.

### **Entry on record 2:**

The federations jointly recommend that the negotiations be conducted in good cooperative spirits and in accordance with the local agreement culture. If necessary, the federations shall also provide assistance in negotiations and arbitration.

## 7 § Working hours in daily, one- and two-shift work

This Section shall govern forms of working hours that normally involve working a 40-hour week, meaning daily work, two-shift work and continuous single and two-shift work. A further condition of applying this Section shall be that the employee has no more than 30 ordinary weekdays of annual holiday, and that their annual working hours are otherwise shortened only by religious holidays, 1 May, Midsummer's Eve, Finnish Independence Day (6 December), Christmas Eve and New Year's Day.

### Length of working hours

Regular working hours shall not exceed 8 hours per day and 40 hours per week. The working time of employees working under these forms of working hours shall be averaged with 100 hours over the calendar year. This averaging shall be carried out either by granting 100 hours in working time averaging days during the calendar year or by applying average weekly working hours. Operating and service times shall be ensured when averaging working hours.

Allowing for the averaging of working time and the days on which weekday public holidays fall annually, the true working hours of an employee entitled to 30 days of annual holiday shall average 36.4 hours per week in the long term when working under said forms of working hours.

Averaging of working time to the aforementioned number of hours may be effected either by granting averaging days or by applying average weekly working hours.

### Averaging of working hours/working time averaging days

The number of averaging days shall be determined on the basis of the number of regular working days worked in the calendar year. Days other than the annual holiday arrangements or the regularly recurrent annual extraordinary days off referred to in Paragraph 1 of this Section that are based on agreement or practice and reduce annual working hours shall be deducted from said number of days.

### Accrual of averaging days

No fewer	17 working	1 day off
than	35 days	2 days off
"	53 "	3 "
"	71 "	4 "
"	88 "	5 "
"	105 "	6 "
"	121 "	7 "
"	138 "	8 "
"	155 "	9 "
"	172 "	10 "
"	189 "	11 "
"	205 "	12.5 "
"	"	"

## Collective agreement

Shifts under the system for averaging working hours that occur while an employee is ill and for which the employer pays sick leave, and any training period that is even partly funded by the employer if the employer pays compensation for lost earnings, shall also be deemed regular shifts completed when earning working time reduction days. The time spent at meetings of a local council or local authority Executive Board and at boards and other standing organs appointed by them, at meetings of Industrial Union or its Executive Board, on the employee's 50th and 60th birthdays, at the employee's wedding, the day of registration of the employee's partnership, at the funeral of the employee's next of kin, in time off required for the care of a sick child, in military conscription and military reserve training, and in service as the deputy of a chief shop steward and occupational safety delegate shall also be equivalent to regular shifts under the same conditions.

Any regular working day when the employee has worked for at least half of the day and has been absent from work for part of the day either with the employer's permission or for another acceptable reason shall also count as a regular day of work done.

No averaging days shall be granted to an employee who has been hired for temporary employment lasting no longer than three months. If the temporary employment contract continues, then days off shall be earned from the start of employment.

### **Granting of averaging days**

Averaging days shall be granted at the time specified by the employer before the end of the year of accrual unless otherwise agreed locally. They may be granted either individually or collectively to all employees or to a work department. Collectively granted leave shall be notified no later than two weeks in advance and individual leave no later than one week in advance from the time of granting the leave. These notification periods may be modified by local agreement.

If the intention is to grant more than two days of unpaid working time averaging leave at a time in advance as a continuous period, then this shall be agreed in advance with the shop steward or with the individual employee.

If the intention is to grant more than four days of already accrued unpaid working time averaging leave at a time as a continuous period during 30 days, then this shall be agreed in advance with the shop steward or with the individual employee.

In addition to normal wages, an employee shall be compensated in the same way as for weekly overtime for hours worked on an averaging day and granted on an individual employee basis if working on the designated averaging day has been agreed with the employee later than one week before the day in question.

Averaging days shall be granted at the time determined by the employer either one workday/shift at a time or as half days for no more than 6.5 workdays/shifts. Days may also be granted in another way when agreed to locally.

If leave to be granted is included in time classed as regular shifts, then the free day shall be deemed taken.



If the periods described above in examples 1 and 2 include longer unpaid absences by an individual employee such as prolonged unpaid incapacity for work, paternity leave, job alternation leave or study leave, then these absences shall be taken into account as a factor reducing working hours in the same way as the annual holiday referred to in the examples.

## **8 § Discontinuous 3-shift work**

### **Scope**

The expression 'interrupted three-shift work' shall denote work that is generally performed in three shifts, but is generally interrupted over the weekend. Hours of work during a week including a weekday public holiday shall vary according to whether or not the work is interrupted on said weekday public holiday.

### **Length of working hours**

Regular working hours in interrupted three-shift work shall be 8 hours per day on average, with a long-term average of 35.8 hours per week. Average working hours will vary according to the days on which weekday public holidays fall annually. The annual working hours are specified in the table appended to this collective agreement.

### **Averaging of working hours**

A system for averaging working hours shall be prepared in advance covering the period over which the weekly hours of work are averaged to the average number of weekly hours referred to above. The averaging period shall not exceed one calendar year.

Averaging shall be achieved by entering days off corresponding to work done in the averaging system so that working time balances at the aforementioned averages. Some or all of the days off may be granted individually without entering them in the system in advance where locally agreed.

### **Text valid from 1 February 2018. Shall replace section "Working time reduction bonus" in its entirety including items:**

At the minimum, the employee shall be paid a salary in accordance with the working hours model pursuant to Section 14 from the beginning of the month following the switch to said working hours model.

### **Text valid until 31 January 2018: Working time reduction bonus**

Enterprises where the working time regulations of the collective agreement that took effect on 1 January 2009 were adopted as such:

If an employee is permanently transferred from one form of working hours to another and did not benefit from the personal wage increase under said form of working hours at the time of the working time reform of 1 January 2009, then said employee shall be paid a separate bonus for the working hours worked by the employee in said form of working hours.

## Collective agreement

### *Employee paid hourly*

When an employee moves from daily or two-shift work to interrupted three-shift work, the separate bonus shall be 1.5 per cent of their personal hourly wage.

### *Employee paid monthly*

When an employee moves from daily or two-shift work to interrupted three-shift work, the separate bonus shall be 4 per cent of their personal monthly wage. When such a change is done during the month, the bonus is calculated based on the personal hourly wage.

## **New employees**

### *Employee paid hourly*

The separate bonus paid to an hourly-paid employee entering interrupted three-shift work shall be 1.5 per cent.

### *Employee paid monthly*

The separate bonus paid to an employee paid monthly entering three-shift work shall be 4 per cent.

### *Calculation of the bonus*

The aforementioned bonuses shall be calculated on the basis of the employee's personal hourly rate and paid for the hours worked under the form of working hours concerned.

## **Entry on record 1:**

Text valid from 1 February 2018: The salary in accordance with the working hours model shall be paid to persons whose normal work involves shifting from one form of working hours to another (e.g. schedulers, stand-ins) according to the form of working hours under which they work for most of the working week.

Text valid until 31 January 2018: The aforementioned bonuses shall be paid to persons whose normal work involves shifting from one form of working hours to another (e.g. schedulers, stand-ins) according to the form of working hours under which they work for most of the working week.

## **Entry on record 2:**

The federations recommend formulating the system for averaging working hours so that no more than five consecutive shifts are worked.

Weeks including a weekday public holiday shall be considered in the same way as other weeks, so that weekday public holidays average the annual hours of work. Days of annual holiday may not be used for averaging.

## Collective agreement

If weekday public holidays are working days under the system for averaging working hours, then the employee must be granted corresponding days off in lieu. Instead of compensation for working on weekday public holidays, the employee shall be paid compensation for said days off in accordance with average hourly earnings. However, this shall not apply to form 36 of working hours number.

### **9 § Uninterrupted three-shift work**

#### **Scope**

The expression 'uninterrupted three-shift work' shall denote work that is generally performed in three shifts totalling 24 hours per day, seven days a week.

#### **Length of working hours**

Regular working hours in uninterrupted three-shift work shall average 34.6 hours a week over a period not exceeding one calendar year.

The regular working hours of an employee taking 30 days of annual holiday in a calendar year shall be 1,632 hours, i.e. 204 shifts of 8 hours.

#### **Arrangement of regular working hours**

A system for averaging working hours shall be prepared in advance covering the period over which the hours of work are averaged to the average number of weekly hours referred to above. The averaging period shall not exceed one year, which shall generally mean a calendar year. The averaging systems used shall be separately formulated in individual enterprises.

#### **Example 1**

The aforementioned annual working hours in continuous three-shift work with 30 days of annual holiday shall be formed

- |   |                   |
|---|-------------------|
| - period to be worked in uninterrupted three-shift work     | 365 calendar days |
| - the same in working weeks, i.e. 365 days/ 7 days per week | i.e. 52.14 weeks  |
| - employee annual holidays during this period               | 5 weeks           |
| - actual number of weeks worked                             | 47.14 weeks       |

The working hours under the collective agreement during the foregoing period are 47.14 weeks x 34.6 hours/week, i.e. 1,632 hours, or 204 shifts of 8 hours per shift.

#### **Example 2**

The implementation of the average working hours agreed in the collective agreement shall be settled as follows when an employee performs continuous three-shift work for only part of the year:

- |   |                   |
|---|-------------------|
| - period to be worked in uninterrupted three-shift work     | 196 calendar days |
| - the same in working weeks, i.e. 196 days/ 7 days per week | i.e. 28 weeks     |
| - employee annual holidays during this period               | 3 weeks           |
| - actual number of weeks worked                             | 25 weeks          |



## Collective agreement

Working hours under the collective agreement during the foregoing period are 25 weeks x 34.6 hours/week, i.e. 865 hours, or 108 shifts of 8 hours per shift, and the schedule of working hours prepared for the period shall therefore include 108 shifts.

If the 28 calendar week period described above includes longer unpaid absences for an individual employee other than those referred to in Paragraph 6 of this Section, such as prolonged unpaid incapacity for work, paternity leave, job alternation leave or study leave, then the period in question shall be taken into account as a factor reducing working hours in the manner referred to in the examples with respect to annual holiday.

**Text valid from 1 February 2018. Shall replace section “Working time reduction bonus” in its entirety including items:**

At the minimum, the employee shall be paid a salary in accordance with the working hours model pursuant to Section 14 from the beginning of the month following the switch to said working hours model.

Text valid until 31 January 2018: **Working time reduction bonus**

Enterprises where the working time regulations of the collective agreement that took effect on 1 January 2009 were adopted as such:

If an employee is permanently transferred from one form of working hours to another and did not benefit from the personal wage increase under said form of working hours at the time of the working time reform of 1 January 2009, then said employee shall be paid a separate bonus for the working hours worked by the employee in said form of working hours.

### *Employee paid hourly*

The amount of the separate bonus is

- 6.5 per cent when changing from daily or two-shift work to uninterrupted three-shift work, and
- 5.2 per cent of personal hourly wage when changing from interrupted to uninterrupted three-shift work.

### *Employee paid monthly*

When an employee moves from daily or two-shift work to interrupted three-shift work, the separate bonus shall be 4 per cent of their personal monthly wage. When such a change is done during the month, the bonus is calculated based on the personal hourly wage.

## **New employees**

### *Employee paid hourly*

The separate bonus paid to an employee paid hourly entering uninterrupted three-shift work shall be 6.5 per cent.

### *Employee paid monthly*

The separate bonus paid to an employee paid monthly entering three-shift work shall be 4 per cent.

### *Calculation of the bonus*

The aforementioned bonuses shall be calculated on the basis of the employee's personal hourly rate and paid for the hours worked under the form of working hours concerned.

## **Entry on record 1:**

Text valid from 1 February 2018: The salary in accordance with the working hours model shall be paid to persons whose normal work involves shifting from one form of working hours to another (e.g. schedulers, stand-ins) according to the form of working hours under which they work for most of the working week.

Text valid until 31 January 2018: The aforementioned bonuses shall be paid to persons whose normal work involves shifting from one form of working hours to another (e.g. schedulers, stand-ins) according to the form of working hours under which they work for most of the working week.

## **10 § Rest times**

### **Daily rest period**

1. An employee in regular daily and single shift work shall be granted a meal break of one hour under the conditions prescribed in section 24 of the Finnish Hours of Work Act; the employee shall be free to leave the workplace during this time.
2. A meal break of 30 minutes may also be agreed in day work where so agreed between the employer and the employee, provided that no impediment prevents the employee from leaving the workplace at this time.

It may be agreed locally that an employee will have no set meal break in day work, but will be given an opportunity to take a meal in the middle of the day at a time that is convenient for the work.

3. An employee shall have no set meal break in shift work, but will be given an opportunity to take a meal in the middle of the shift at the time that is most convenient for the work on each occasion. This time may be no more than two hours before or after the middle of the shift.

### **Break for refreshments**

4. An employee shall be entitled to take a break for refreshments twice daily at the workplace in a manner that minimally disrupts production.

### **Break for rest**

5. If the hours of work exceed ten hours in a 24-hour period, then the employee shall be entitled to take a break for rest not exceeding 30 minutes after working for eight hours.

### **Twenty-four hour rest period**

6. During the 24 hours following the beginning of each shift, an employee shall be granted a continuous rest period of no less than eleven hours, and in period work a rest period of no less than nine hours, unless the work is performed during standby time. The employer and employee concerned may agree on the temporary averaging of the twenty-four hour rest period if the expedient organisation of work so requires. The rest period awarded within a given twenty-four hour period shall nevertheless be at least seven hours.

If it is considered necessary due to the rotation of shifts or other such reason, the twenty-four hour rest period can be reduced based on local collective bargaining to a minimum of 7 hours.

Temporary exceptions to the foregoing may be made for no more than three consecutive twenty-four hour periods at a time in the cases referred to in section 25, paragraph 3 of the Working Hours Act. This rest period shall nevertheless be at least five hours in such cases and the employee must grant a compensatory rest period in connection with the following 24-hour rest period or, if that is not possible due to work arrangements, at the earliest opportunity and no later than within 14 days. A compensatory rest period must be given as a continuous period, and it may not be timed on a standby period.

### **Weekly time off**

7. Hours of work shall be arranged so that the employee enjoys a continuous time off period of no less than 35 hours per week, scheduled where possible for Sunday or a day adjacent thereto. Said weekly time off may also be arranged as an average of 35 hours over a period of 14 days. However, the time off period in any one week shall be no shorter than 24 hours.

Said weekly time off may be arranged in uninterrupted three-shift work and continuous one or two-shift work as an average of 35 hours over a period not exceeding 12 weeks. However, the time off period in any one week shall be no shorter than 24 hours. A corresponding procedure may be applied with the employee's consent where so required by technical circumstances or by the arrangement of work.

### **Note**

The interpretation of the provision corresponds to the interpretation of section 31 of the old Working Hours Act (9 August 1996/605) (including the Labour Council's opinions, e.g. TN 1365-00 and TN 1417-06).

## Collective agreement

The weekly time off period may be waived if the regular working hours do not exceed 3 hours in a 24-hour period and in the exceptional cases referred to in **section 28** of the Finnish Hours of Work Act. Compensation shall be paid for the weekly time off period in these exceptional cases in the manner prescribed in Paragraph 2 of said Section.

### **11 § Overtime**

1. Work that is essential for the functioning and ongoing regular operational maintenance of the industrial plant and that cannot be performed during regular working hours, shall be carried out as overtime subject to the statutory limitations governing hours of work.

#### **Daily overtime**

2. Daily overtime refers to any work done during the working day in addition to the regular daily working hours referred to in Paragraph 2 of Section 6 of the collective agreement, i.e. eight hours, or to the extended regular daily working hours agreed in accordance with Paragraph 4 of said Section.
3. Increased wages shall be paid for daily overtime and period overtime in accordance with the Finnish Hours of Work Act. An immediate wage increase of 100% shall nevertheless be paid for daily overtime on Saturdays and on the eves of public holidays. A wage increase of 100 per cent shall be paid for work performed immediately after a full regular night shift.
4. If hours of work have been scheduled to average 40 hours per week, then daily overtime shall be deemed to be any work exceeding the number of working hours determined in the system for averaging working hours as the regular daily hours of work for the working day concerned.

#### **Weekly overtime**

5. Weekly overtime refers to any work exceeding the regular weekly working time of 40 hours determined under Paragraph 2 of Section 6 of the collective agreement. Weekly overtime shall not include daily overtime worked in the same week.
6. If the regular weekly hours of work have been scheduled to average 40 hours per week, then work to be compensated as weekly overtime shall be deemed to be any work exceeding the number of working hours determined in the system for averaging working hours as the regular weekly hours of work for the working week concerned.
7. Wages for weekly overtime shall be increased by 50 per cent ('time-and-a-half') for the first eight hours and 100 per cent ('double time') for subsequent hours.
8. Employees who are not in uninterrupted three-shift work or in continuous one or two-shift work or in regular evening or night work shall be paid a wage increased by 100 per cent for working on Easter Saturday and Midsummer's and Christmas Eve, and in the same way as weekly overtime for working on the Saturdays of other weeks including a week-day public holiday referred to in Paragraph 8 of Section 6. This shall require that the employee has worked in the weeks concerned according to the system for averaging working hours, or that the conditions specified in Paragraph 5 of this Section have been met.

### **Determining overtime when the form of working hours changes**

9. If an employee works under various forms of working hours during the working week, then weekly overtime shall be determined on the basis of the schedule of working hours for the form of working hours under which the employee has mostly worked during the week in question, unless it has been agreed to exchange these hours to time off.

### **Overtime in uninterrupted shift work**

10. Weekly overtime in uninterrupted three-shift work shall be deemed to comprise the hours worked during free shifts that in each calendar week exceed the working hours specified as the regular working hours of the week concerned under the system for averaging working hours, unless an agreement has been made to compensate these overtime hours by granting corresponding time off in lieu.

### **Compensation according to provisions on weekly overtime**

11. If an employee has been unable to work for a period corresponding to the regular hours indicated in the system for averaging working hours on account of annual holiday, illness, the working time averaging leave referred to in Section 7 of the collective agreement, time off granted to compensate weekly time off, layoff for reasons of production or economy, travel performed on the orders of the employer, participation in vocational training referred to in Paragraphs 7.1 or 7.2 of the general agreement, or reservist military training, and said employee works on a scheduled day off, then any work performed on the day off shall be remunerated as agreed with respect to weekly overtime.

### **Exchange of overtime for time off**

12. An agreement may be made to exchange the basic wage, increase element or both that are payable for overtime for corresponding time off during regular working hours.

This time off must be granted and taken within 9 weeks of the overtime worked.

### **Maximum overtime**

13. 13 a) Notwithstanding section 19 of the Working Hours Act; the calendar year will only be applied as the tracking period for maximum overtime.

### **Maximum working hours**

13 b). Maximum working hours comply with the restrictions set out in the Working Hours Act. The tracking period for the working hours is a calendar year. Instead of a calendar year, a one-year long period can be locally agreed to be the tracking period.

The provision on the maximum overtime provided in subsection 13 a. may be applied until 31 December 2020.

### **Rest breaks before overtime**

14. An employee who stays on to work overtime immediately after the end of regular working hours shall be permitted to take a rest break of 15 minutes, which shall be counted as working time. The rest breaks required in overtime shall be agreed locally, having regard to section 24 of the Finnish Hours of Work Act.

### **Sunday bonus**

15. A wage increase of 100 per cent shall be paid as a Sunday bonus in accordance with the Finnish Hours of Work Act for any work done on Sunday or on another church holiday, and on 1 May and Finnish Independence Day (6 December).

### **Divisor of monthly wages**

16. For the purpose of calculating overtime and Sunday work, the hourly wage of a monthly paid employee shall be determined by dividing the monthly wage by 159 in daily, two-shift and interrupted three-shift work, and by 155 in uninterrupted three-shift work.

## **12 § Emergency work**

### **Conditions**

1. The following conditions shall define emergency work: The work shall be performed on the basis of an emergency call, the employee shall have to attend work outside of the employee's regular working hours and after already vacating the workplace, and the work shall be done either during the day on which the emergency call was issued or on the following day between midnight and 7 a.m.

### **Emergency bonus**

2. Emergency bonus shall be based on the time at which the emergency call is issued.

The bonus shall be:

- a. two hours' wages if the emergency call is issued on a day off, during working hours or after working hours but before 9 p.m.
- b. three hours' wages if the emergency call is issued between 9 p.m. and 7 a.m.

## Collective agreement

3. The wage for work done between 9 p.m. and 7 a.m. in response to an emergency call shall always be increased by 100 per cent.
4. The wage for a full hour of emergency work shall always be paid, even if the work takes less than an hour.
5. Work that forms part of the next regular work shift shall not constitute emergency work.

### **13 § On-call duty**

On-call duty shall mean that an employee is contractually ready to arrive and perform working duties when summoned to do so outside of the employee's regular working hours.

The employer shall be liable to compensate the employee for on-call duty.

The compensation payable for on-call duty shall be:

1. 50 per cent of average hourly earnings if the employee is obliged to begin work no later than within one hour of the call to work.
2. 25 per cent of average hourly earnings if the employee is obliged to begin work within two hours of the call to work.
3. 10 per cent of average hourly earnings if the employee is obliged to begin work no later than within three hours of the call to work.

Compensation shall be paid for the time when an employee is on call but not working.

If an employee on call is called into work, then wages shall be paid for the time spent at work in accordance with other regulations of this agreement.

Neither emergency work regulations nor the on-call time provisions of the Finnish Hours of Work Act shall apply for an employee on call when called into work.

On-call arrangements shall be agreed with the employee in sufficient detail to prevent subsequent disputes on the nature and duration of the intended restriction.

Alternative compensation rates and grounds for determining on-call duty may be agreed locally.

## **III WAGES FOR WORK**

### **14 § A. Job-specific wage**

The overall job grade of employees in the plastic products industry and the chemical products industry shall be determined in accordance with the pay system appended to this collective agreement.

Job grade rates shall be paid according to the working hours model.

## Collective agreement

### Job grade rates

The following grade rates of employees aged over 18 years and of full working capacity shall apply as of **1 April 2020:**

Job grade	Points	TAM15– TAM27 cents/hour	TAM35– TAM36 cents/hour	TAM37 cents/hour	TAM15– TAM27 EUR/ month	TAM35– TAM37 EUR/ month
Starting wage		1,026	1,041	1,093	1,658	1,724
1	56-72	1,080	1,096	1,150	1,750	1,820
2	73-92	1,163	1,180	1,239	1,882	1,957
3	93-112	1,252	1,271	1,333	2,024	2,105
4	113-132	1,347	1,367	1,435	2,179	2,266
5	133-157	1,453	1,475	1,547	2,344	2,438
6	158-	1,562	1,585	1,664	2,523	2,624

The following grade rates of employees aged over 18 years and of full working capacity shall apply as of **1 March 2021:**

Job grade	Points	TAM15– TAM27 cents/hour	TAM35– TAM36 cents/hour	TAM37 cents/hour	TAM15– TAM27 EUR/ month	TAM35– TAM37 EUR/ month
Starting wage		1,047	1,063	1,115	1,691	1,759
1	56-72	1,102	1,119	1,174	1,785	1,856
2	73-92	1,186	1,204	1,263	1,920	1,997
3	93-112	1,277	1,296	1,360	2,064	2,147
4	113-132	1,374	1,395	1,463	2,223	2,312
5	133-157	1,482	1,504	1,578	2,391	2,487
6	158-	1,593	1,617	1,697	2,573	2,676

TAM is an abbreviation of the word “työaikamuoto” (working hours model). The numbers following TAM indicate the number of shifts worked and the number of days in a week. For example, TAM15 is a working hours model where work is carried out in one shift five days a week, i.e. daytime work.

The salary tables pursuant to the collective agreement shall not be applied in companies that had their own salary system in place prior to 31 January 2018.



### Tariff hourly wages for young employees

If a young employee performs the same work as an adult employee, possesses the skills, experience and qualifications required for the job, and there are no statutory limitations on performing said work other than overtime regulations, then the young employee's wages shall be determined according to the wage-setting criteria for the work in question. In other cases, the following tariff hourly wages shall apply to employees aged between 15 and 17 years:

The tariff hourly wages for young employees as of **1 April 2020** shall be:

<b>Tariff hourly wages for young employees</b>	<b>cents/hour</b>	<b>EUR/month</b>
15 years	863	1,459
16 years	877	1,482
17 years	885	1,499

The tariff hourly wages for young employees as of **1 March 2021** shall be:

<b>Tariff hourly wages for young employees</b>	<b>cents/hour</b>	<b>EUR/month</b>
15 years	880	1,488
16 years	895	1,512
17 years	903	1,529

The federations have agreed on the recommendation for the work practice programme for primary school students, high school students and VALMA students "Get to know work practice and make money" (Tutustu työelämään ja tienaa) for 2020-2021. The agreement is enclosed to the collective agreement.

#### Entry on record 1:

The tariff hourly wages for young employees shall not apply to schoolchildren who are engaged as summer trainees for no longer than two months.

#### Entry on record 2:

To improve training conditions, 75% may be paid of the TAM15-TAM27 salary in the salary category 1 in the following situations for a period of compulsory training involved in a degree,

- for a period of compulsory training involved in a degree or part of degree,
- for a period of summer traineeship of people studying at vocational institutes or in higher education.

If a person has had a traineeship with the same company in previous years, 80% of the TAM15-TAM27 salary in the salary category 1 may be paid on the second year and 90% of the TAM15-TAM27 salary in the salary category 1 on the third year.

## **14 § B. Personal wage**

### **Determination of personal wage**

1. A personal wage exceeding the job-specific wage may be paid to an employee of full working capacity aged over 18 years.
2. The personal wage element may be determined on the basis of the employee's personal skills, competence and performance, or on other factors promoting realisation of objectives for enterprise staff skills, improvement of working methods, etc. The employee's success and progress with respect to the chosen factors must be assessed in a manner that is systematic and equitable.

The commitment and approval of employees for the improvement of skills, competence and performance will be secured when the assigned objectives, selected evaluation factors supporting the achievement of objectives and practical implementation of the assessment are discussed with the employees and/or their representatives when designing the system. The grounds used in assessing competence and performance will also be explained to them, and the results of assessment shall, where the employee so desires, be explained to the individual employee in person after the assessment has been performed.

The system shall be optimally clear, simple and easy to use. The following points shall be considered at a minimum when selecting the factors to be assessed:

- A person must be able to influence the selected factors personally.
- The factors must be visible, measurable and independent variables.
- They must be involved in the work done by the employee concerned.

Supervisor-subordinate appraisals are a recommended instrument for providing personal feedback and reviewing areas for improvement. The process shall strive for absolute objectivity and should be performed at regular intervals, e.g. annually. The federations recommend checking the correspondence between the job description underlying the job evaluation and the duties actually performed when assessing the individual competence of each employee.

Skills will always be assessed in relation to the employee's duties at the time in question. Unless the selected factors otherwise require, the individual's competence shall be reassessed in relation to the new duties in the event of any change in duties. The proportion of the personal wage element in the overall wage may, therefore, change in such circumstances.

The federations have prepared example formats that enterprises may either apply when formulating their own systems, or preferably adapt to their own circumstances and objectives. Other systems are also possible.

### **Seniority bonus**

1. Regardless of the form of remuneration, the following seniority bonuses shall be paid to employees as part of the personal wage on the basis of continuous service in the specific enterprise:

## Collective agreement

Seniority bonuses as of 1 February 2018:

<b>Seniority bonus Years</b>	<b>cents/hour</b>	<b>EUR/month</b>
5–9	18	30
10–14	24	40
15–19	31	52
20–24	41	69
More than 25	51	87

2. Payment of the seniority bonus shall begin at the start of the wage payment period following completion of the required service years.

Inclusion of the duration of employment as a basis for wages shall require continuous employment in the specific enterprise.

In the event that the employee's employment has continued "in abeyance" due to compulsory military service, study leave, child care leave or other such reasons, the period worked before said absence shall also count towards the employment period on which the seniority bonus is based. The period of compulsory military service shall nevertheless not be counted as an employment period.

Termination of employment shall interrupt the continuity. This means that only the duration of the later employment shall count towards the continuous service period in any subsequent employment.

A period of continuous employment at various places of business of the same enterprise shall also count towards seniority.

Days that are equivalent to days worked under section 7 of the Finnish Annual Holidays Act shall count towards the seniority bonus.

3. In the event that remuneration or other systems have been agreed locally in which seniority is considered as a remuneration or compensation factor, the enterprise-specific system set out in the local agreement shall not apply at the same time with repeated effect.

### **15 § Incentive rate work**

Where the nature of the work so permits and when technically feasible, work shall be performed as incentive rate work in order to improve production and earnings.

#### **Basis of pricing**

The pricing of incentive rate work shall be based on wages that are in turn based on the job classification.

### **Pricing provision**

1. Pricing in direct contract work must enable the employee's contract earnings when working at a normal pace for contract work to be 20 per cent higher than the basis for pricing, i.e. the wage based on the job classification, and to increase at least in proportion to the rise in job performance or job efficiency.

### **Part or mixed contracts**

2. Pricing in part or mixed contracts, in which a part of the wage is paid as a fixed element and a variable element is determined according to job performance, shall be priced so that earnings are 20 per cent higher than the basis for pricing, i.e. than the wage based on the job classification, when job performance or job efficiency correspond to a normal pace for contract work. The variable element shall increase in proportion when the standard of performance rises.

### **Commission rates**

3. A commission rate system may be used in work where the outcome (production volume, product quality, economy in use of raw materials, etc.) depends on such factors as the employee's attentiveness and skills. Commission rate work shall be priced in a manner ensuring that earnings at a normal performance standard exceed the wage based on the job classification.

### **Entry on record:**

The federations note that the fixed element of the wage for part contract work and commission rate work may be smaller than the guideline hourly rate, provided that the level of earnings satisfies the pricing regulations.

### **Agreement on a contract**

4. The contract price of any contract work for which no fixed work pricing has been prepared shall, where possible, be agreed between the employer and the employee or employees to who said work is offered before the work begins, and the employee(s) shall be given proof of this together with the necessary details on the basis for calculating the contract price. Efforts shall be made in contracting to ensure that the work is divided into contracts that are expedient, meaningful and allow for health aspects.

### **Changes in methodology**

5. The unit price shall remain unchanged when there is no change in the factors affecting the pricing of contract work. A new price shall be determined for the work if any changes affecting the contract price occur in working and production methods, in the arrangements for work, in tools or in the quality of raw materials.

### **Review of pricing**

6. An employee with reason to argue that the current price is incorrect shall notify the employer's representative thereof for the purpose of reviewing the pricing while the work nevertheless continues at said price. Investigations pertaining to a review of pricing shall be initiated without undue delay. If any changes occur on the basis of the review, then the revised price shall be applied as of the date when the review was requested.

### **Rejection of contract**

7. If an employee declines a contract offered, then the work shall be done on a time rate and the employee shall be paid a wage corresponding to the employee's personal hourly rate.

### **Joint contract**

8. Employees in a joint contract shall receive their part of the contract profits in proportion to their personal hourly rates and to the number of working hours in which they have participated in the joint contract unless otherwise agreed between the employer and the employees concerned.

### **Interruption of contract**

9. If, by order of the employer, an employee has to discontinue agreed ongoing contract work that the employee has already begun to perform, other than on account of repair and installation work required for maintaining and servicing the employee's own production machinery, and the work that has caused the discontinuation cannot be arranged under the contract, then the employee shall be paid for the interruption period at the employee's average hourly wage rate, but for no longer than six working days. If the hourly paid work continues longer than six working days, then a time rate shall be paid for any subsequent period of such work.

### **Entry on record 1:**

The interruption of a contract work referred to above shall not apply to cases in which contract work comes to an end, for example due to a change in type or other corresponding reason.

### **Time and motion studies**

10. At workplaces where time and motion studies are used, the employer shall provide the representatives appointed by the employees with an adequate statement and training in the methodology of the studies, and how they may affect wages.

### **Entry on record 2:**

Local agreements concerning the contracts and other incentive rates referred to in this Section may be terminated by either party with three months' notice, unless another period of notice has been specified in the agreement.

## **16 § Bonuses for shift, evening and night work**

### **Shift work bonus**

1. The shift work bonuses paid to an employee engaged in shift work shall be as follows:

**As of the wage payment period beginning nearest to 1 February 2018**

evening shift bonus of 119 cents/hour

night shift bonus of 223 cents/hour

2. If the regular working hours of an employee are arranged so that work is done between 4 p.m. and midnight but is not shift work, overtime work, emergency work or on-call work, then an evening work bonus corresponding to the evening shift bonus shall be paid for any hours of work falling between said times, and a night work bonus corresponding to the night shift bonus shall be paid for any hours of work falling between midnight and 6 a.m.

## **17 § Transfer to other work**

### **Work at lower pay**

1. If an employee working on a time rate is transferred to other work at lower pay than the employee's own work, then the personal hourly rate agreed for the employee's previous work shall then be paid for a period of two weeks, after which the wage shall be determined according to the work that the employee is performing.

### **Work at higher pay**

2. An employee transferred to other work that is paid hourly at a higher rate, who is immediately capable of performing this work in the same way with respect to both quality and efficiency of work as a person who normally performs such work, shall immediately be paid a wage corresponding to the new work.

## **18 § Payment of wages**

1. Wages shall be paid at least twice per month on the agreed wage payment days. Payment of wages once a month may be agreed locally. If the wage payment day falls on a Sunday or public holiday, then wages shall be paid on the preceding ordinary weekday.

### **Note:**

The federations' joint goal is that the companies would permanently transfer to the payment of salaries once a month during the agreement period 2020-2021. This goal is supported by the implementation method of the salary settlement of 2021 and by the guidelines jointly prepared by the federations.

If the workplace switches to monthly salaries in accordance with Section 19, the salary can be paid once a month.

## Collective agreement

2. The wages for six working days may be held in hand for the purpose of payroll accounting.

Receivables outstanding on termination of employment by dismissal shall be paid by no later than the working day following the date of termination. Receivables shall be paid within three working days of the date of termination of employment in the event of rescission, and within three working days of any decision to deem employment rescinded.

The employer and the employee may agree that any outstanding receivables on termination of employment may be paid on the normal wage payment day of the enterprise.

3. The employee shall be furnished with a wage calculation at the time of wage payment in writing or electronically.

### **Entry on record:**

Before migrating to an electronic wage calculation, the employer shall report the time of the migration and ensure that the employee knows how to and is able to print the wage calculation, if necessary. Otherwise, the wage calculation shall be furnished in writing.

4. Sums that the employer is obliged or entitled to withhold by law or agreement shall be withheld from wages.
5. Objections with respect to the sum of wages paid shall be lodged at the time of wage payment.
6. The federations recommend that wage payment through a financial institution be agreed at workplaces.

## **19 § Monthly wages**

### **Transition to monthly wages**

1. When converting an hourly wage to a monthly wage, the current hourly wage shall be multiplied by 169.

### **Division of monthly wages**

2. If an employee is not entitled to wages for the entire wage payment period, the hourly wage of a monthly paid employee shall be determined by dividing the monthly wage by 159 in daily, two-shift and interrupted three-shift work, and by 155 in uninterrupted three-shift work.

## **20 § Average hourly earnings**

Enterprises where basic wages or compensation for lost earnings can be calculated in a simpler way because, for example, the enterprise uses a time rate alone, and is not required to adopt the average hourly earnings described below. In this case, all wage elements will be increased, for example, in case of overtime work.

### **Calculation period**

1. The calculation period used when calculating the average hourly earnings for regular working hours shall either be the preceding wage period or the preceding quarter.

### **Hourly paid employees**

2. The average hourly earnings of an employee for regular working hours shall be calculated by dividing the employee's earnings for hours worked in time rate, contract, part contract and incentive rate work during the calculation period, together with any seniority bonuses and bonuses for very heavy and very dirty work, exceptionally difficult and dangerous work and shift work, but excluding bonuses for overtime, Sunday work, compensation payable for working on major public holidays and compensation for working on the eve of major public holidays, by the total number of hours worked in said calculation period.

Bonuses for Sunday work shall nevertheless not be deducted from the earnings of an employee in uninterrupted three-shift work and continuous one- and two-shift work when calculating average hourly earnings.

### **Monthly paid employees**

3. When calculating the average hourly earnings of a monthly paid employee, the average earnings corresponding to a fixed monthly wage shall be obtained by totaling the agreed monthly wages including seniority bonus payable to the employee for the calculation period, and dividing said wage total by the number of hours, which shall be 155 in uninterrupted three-shift work and 159 in other forms of working hours.

If the employee's wage includes variable wage elements such as commission shares or hourly-based bonuses, then the corresponding average hourly earnings shall be calculated in the manner specified in Paragraph 2.

4. If the average hourly earnings for regular working hours is less than the personal hourly rate, then the personal hourly rate shall be used as the calculation factor.

### **Period of use of average hourly pay**

5. The average hourly earnings based on quarters that are referred to in Paragraph 1 shall be applied as follows:
  - average hourly earnings for the 4th quarter of the preceding year during February, March and April,
  - average hourly earnings for the 1st quarter of the year during May, June and July,
  - average hourly earnings for the 2nd quarter of the year during August, September and October, and
  - average hourly earnings for the 3rd quarter of the year during November, December and January.

The monthly periods and quarters referred to in this Paragraph shall be calculated to begin and end according to financial periods, so that when a financial period is divided across two of the foregoing monthly periods or two quarters, then the financial period shall be counted in the period with the larger number of regular working hours.



### **Use of average hourly earnings**

6. Average hourly earnings shall be used as the basic wage of hourly paid employees when calculating the wage increase elements referred to in the collective agreement, such as compensation for overtime and Sunday work.

Average hourly earnings shall also be used with both hourly paid and monthly paid employees in cases where the collective agreement requires payment of compensation for lost earnings.

#### **Entry on record:**

If the average hourly earnings for the preceding wage period or preceding quarter cannot be calculated for an employee due to long-term sick leave, maternity leave, job alternation leave, low number of working hours or other similar reason, the average hourly earnings for the preceding full wage period, increased by any general increases, or the valid average hourly earnings of the corresponding occupational group shall be used in determining the average hourly earnings.

The same procedure can be used if the personal average hourly earnings differ unreasonably and without a justified cause resulting from the form of working hours used (e.g. schedulers, stand-ins), duties or incentive rate work, from the current average hourly earnings of the corresponding occupational group.

## **IV MISCELLANEOUS COMPENSATIONS**

### **21 § Compensation for weekday public holidays**

#### **Compensation for weekday public holidays**

An employee paid hourly shall be paid for eight hours in compensation for a weekday public holiday on New Year's Day, Epiphany, Good Friday, Easter Monday, Ascension Day, 1 May, Midsummer's Eve, Christmas Eve, Christmas Day and Boxing Day, provided that said weekday public holidays would otherwise have been the employee's working days.

Weekday public holiday compensation shall nevertheless only be paid to an employee who has been continually employed for no less than three months before the weekday public holiday in question, and on the condition that the employee was working according to the system for averaging working hours on both the last working day immediately preceding the weekday public holiday and the first working day immediately thereafter, or on one of these days if the absence occurred with the employer's permission or because of a layoff or was based on paid absences included in the collective agreement.

#### **Entry on record 1:**

A working time reduction day entered in the system for averaging working hours and the beginning or end of annual holidays shall defer the requirement day referred to in the preceding paragraph.

## Collective agreement

Compensation for working on weekday public holidays shall nevertheless be paid when a weekday public holiday falling between Monday and Friday coincides with the employee's annual holiday, with an illness lasting for no longer than three months before the weekday public holiday, with a period of layoff for reasons of finance or productivity lasting for no longer than two weeks before the weekday public holiday, or with a period of training financed by the employer.

### **Entry on record 2:**

In the event that the layoff is arranged as an alternate week layoff or in the form of shortened working weeks, the aforementioned two-week period shall be completed when the number of layoff days corresponding to a period of two weeks has accrued following the onset of such layoff arrangements.

No compensation for working on weekday public holidays shall be paid for a weekday public holiday that falls on a day off. No compensation for working on weekday public holidays shall be paid in the event that the employee works on said days or is paid compensation on some other grounds.

### **Entry on record 3:**

Compensation for working on weekday public holidays shall be paid notwithstanding the foregoing to employees working under form 36 of working hours for a weekday public holiday falling between Monday and Friday regardless of whether the day in question is a working day or a day off under the system for averaging working hours.

If the employee is not entitled to statutory wages for working on Finnish Independence Day (6 December), then compensation for working on a weekday public holiday shall be paid for Finnish Independence Day in accordance with this Section.

## **22 § Compensation for working on major public holidays**

### **Compensation for working on major public holidays**

All salaried employees working on New Year's Day, Epiphany, Good Friday, Easter Sunday, Easter Monday, 1 May, Ascension Day, Pentecost, Midsummer Eve, All Saints' Day, Finnish Independence Day (6 December), Christmas Day or Boxing Day shall be paid salary increased by 200 per cent as of 6:00 a.m. for the subsequent 24-hour period, including Sunday bonus. The time of payment of the foregoing compensation for major public holidays may be otherwise locally agreed where deemed necessary due to the rhythm of shifts, the changeover time of the working day or other such reasons.

### **Entry on record:**

The point of time a major public holiday is observed and the compensation paid for the holiday can be transferred based on local collective bargaining.

Salaried employees working in shift work or regular evening or night work on the eve of the foregoing days shall be paid a salary increased by 100 per cent for evening and night shifts and 20 per cent for morning shifts of the average hourly earnings in compensation for extra public holidays. Said remuneration shall not include any overtime or Sunday bonuses.

## Collective agreement

Employees working in day work on the aforementioned eves shall be paid an increase of 20 per cent of average hourly earnings for regular working hours under the system for averaging working hours. Said remuneration shall not include any overtime. Said remuneration shall not include any Sunday bonus.

### **23 § Travelling expenses and per diem allowances**

#### **Work outside the plant area**

##### **1 General regulations**

Travel required for duties shall be performed in an expedient manner to avoid any time or expense that exceeds the essential requirements of the duties in question.

Compensation for travelling expenses, accommodation options, opportunities for managing personal affairs during an assignment and other details of travel shall be mutually agreed as necessary before the travel takes place.

In the event that the employee has to work continually at various workplaces due to the nature of enterprise operations, the employer shall explain to the employee what their permanent workplace is for the purposes of this Section at the time of recruitment. The employer shall furnish the employee with a corresponding explanation of any material change in circumstances affecting this determination.

#### **Beginning and end of travel**

Travel shall be deemed to begin when the employee leaves the employee's workplace or home immediately en route to the assignment site district, and to end when the employee returns to said workplace. If the employee is unable to return to said workplace within regular working hours, then travel shall be deemed to end when the employee returns home.

#### **Assignment site district**

'Assignment site district' refers to a working district other than the district in which the permanent workplace or the employee's home is located.

#### **Assignment**

A short assignment shall arise when travel requires an overnight stay and the stay in another district is estimated to last for no longer than 14 calendar days.

A long assignment shall arise when travel and stay in another district is estimated to last for longer than 14 calendar days.

#### **Assignment notification obligation**

The employee shall be notified of a short assignment no later than three days before travel takes place.

The employee shall be notified of a long assignment, where possible, one week before the travel takes place, but no later than three days before travel takes place.

## Collective agreement

When complying with the aforementioned notification period, the employee shall be advised of any special issues pertaining to the journey, such as a accommodation arranged by the employer or the opportunities of securing accommodation in the assignment district.

Exceptions may be made to the aforementioned notification deadlines, however, when the employment contract or normal duties of an employee otherwise require continual travelling or repeated short assignments, or in the case of urgent assignments.

### **Entry on record 1:**

An assignment shall be deemed urgent when it concerns emergency work or the need for travel arises as a result of some other unforeseen reason, such as the illness of another employee, or technical reasons of production require immediate departure to the assignment district.

## **2 Compensation for travel expenses**

### **a. Compensation for travelling costs**

The employer shall pay all necessary travelling expenses and the cost of sleeping berths where the journey involves overnight travel.

If use of the employee's own vehicle for work-related travel has been agreed before travel takes place, then the tax-free compensation determined annually by the Finnish National Board of Taxes shall be paid for this and for any transportation of other persons or goods using said vehicle that has been agreed with the employer.

### **b. Compensation for travel time**

Compensation for travel time shall be paid for no longer than 16 hours per 24-hour working period.

Compensation for travel time and wages for work done during regular working hours shall be paid for a total of no more than 16 hours per 24-hour working period.

Compensation shall be paid in accordance with average hourly earnings when travelling during regular working hours, and at 85 per cent of average hourly earnings for other travel time within the 24-hour working period concerned.

Compensation in accordance with average hourly earnings shall be paid for the first 8 hours of travel on a day off, and at 85 per cent of average hourly earnings for subsequent hours.

### **Sleeping berth**

No compensation shall be paid for travelling time between 9 p.m. and 7 a.m. when a sleeping berth or cabin accommodation has been arranged for the employee.

## Collective agreement

### c. Per diem allowance

The following per diem allowances shall be paid for each travel day when the distance between the place where work is performed and the employee's permanent workplace and home exceeds 55 kilometres:

- The full per diem allowance shall be paid when the work-related travel exceeds ten hours.
- A partial per diem allowance shall be paid when the work-related travel exceeds six hours but is no more than ten hours.
- The partial per diem allowance shall also be paid for any partial day following on from a full travel day and comprising not less than two and not more than six hours.

A travel day shall be a period not exceeding 24 hours that begins when the employee embarks on the work-related travel from the workplace or from home. The travel day shall end when the employee returns from the work-related travel to the workplace or home.

If the employee enjoys free board, or if this is included in the price of the ticket on any travelling day, then the per diem allowance shall be half of the amounts referred to above. Free meals shall mean two free meals in the case of a full per diem allowance and one free meal in the case of a partial per diem allowance.

### d. Meal allowance

The following allowances shall be paid when the distance between the place where work is performed and the employee's permanent workplace and home exceeds 5 kilometres:

- travelling expenses,
- compensation for travel time in accordance with item b), and
- a meal allowance if the employee has no opportunity to take a meal at the permanent workplace or at home, unless a free meal is provided at the workplace.

#### **Application instructions:**

If work-related travel begins from the permanent workplace in the middle of a working day, then the employee shall be paid travelling expenses and compensation for travel time for a trip that is shorter than that stated above.

Unless otherwise agreed, a second meal allowance shall be paid to compensate for the expenses arising in cases where the employee's work and travel referred to in this point have lasted for more than 12 hours and the employee has therefore not been able to return home before the late evening. Any working hours performed on the same working day immediately before travel shall also be included in these hours.

#### **Entry on record 2:**

The regulation governing meal allowances shall not apply in cases where the employee has to travel between various workplaces of the same enterprise that are in the same district or otherwise close together and the circumstances and opportunities for meals at these workplaces are equivalent.

e. Overnight accommodation allowance

In addition to the per diem allowance, compensation shall be paid for overnight accommodation expenses either by compensating for the costs of accommodation or by remitting an overnight travel allowance as follows:

**Accommodation costs**

If no accommodation has been arranged for the employee, then the employer shall compensate for accommodation costs during an assignment in accordance with a statement of said costs approved by the employer.

**Overnight travel allowance**

An overnight travel allowance equal to the tax-exempt sum determined annually by the Finnish National Board of Taxes shall be paid for any travel day that is eligible for a per diem allowance when no accommodation has been arranged free of charge for the employee, or when the employee has received no accommodation compensation or been provided with a sleeping berth or cabin accommodation during the journey.

**Travel compensation in the assignment district**

The employee shall be paid compensation for travelling expenses if no dwelling is available in the vicinity of the worksite in an assignment district and the employee therefore has to live at a distance of more than five kilometres from the worksite. This compensation will primarily be determined on the basis of the public transport charge for the journey in question. If, in the absence of suitable public transport connections, and the employee's own vehicle must be used, then the Section of this agreement governing use of such a vehicle shall apply.

**Travel home on certain public holidays**

An employee who has worked continuously on assignment for not less than six weeks before Easter, Midsummer or Christmas Day shall be entitled to travel home, provided that the technical character of the work or other compelling reasons constitute no impediment to so doing. The employer shall compensate for the costs of such travel in accordance with this section.

**Entry on record 3:**

Compensation for travelling expenses under the collective agreement and the grounds for such compensation during the agreement period shall be determined in accordance with the relevant annual decisions of the Finnish National Board of Taxes.

**3 Travelling regulation**

A travelling regulation differing from the stipulations of this section may be agreed locally, provided that the overall level of compensation for travelling expenses corresponds to the level established by said stipulations.

## **24 § Working abroad**

### **1 General provisions**

The terms and conditions of work pertaining to work-related travel abroad shall be agreed between the employer and the employee before travel takes place. These terms and conditions should be set out in writing in a manner that essentially corresponds to the terms and conditions governing similar work performed in Finland.

The federations may separately agree on terms and conditions of project work that differ from the regulations of this Section, where such agreement is warranted by the longer duration and scope of such work performed abroad, or by an unusually large number of employees involved therein or other details pertaining thereto.

The employee shall not be sent on an assignment abroad without the employee's consent unless the employment contract concluded with the employee also requires travel abroad or the employee's normal duties have previously included such travel, or unless the assignment is urgent for reasons of production technology.

The Parties affirm that a recommendation has been formulated between the federations concerning the points that must be agreed or otherwise clarified as required when departing on an assignment abroad.

### **2 Per diem allowance**

The per diem allowance in each country shall be the tax-exempt sum determined annually by the Finnish National Board of Taxes.

The per diem allowance shall be correspondingly reduced if an employee on an assignment abroad enjoys free board, lodging or both. Lodging shall then be deemed to correspond to a 1/4 per diem allowance unless otherwise locally agreed.

### **3 Travelling regulation**

A travelling regulation may be established for the workplace setting out terms and conditions of work performed abroad that differ from those of this collective agreement, provided that the benefits of said travelling regulation are verified by local agreement to be of the same overall standard as those stipulated herein with respect to work performed abroad.

## **25 § Other compensations**

### **Elections**

1. The employer shall compensate an employee serving as a member of an election board or commission lawfully appointed for the purpose of national or local government elections for any loss of earnings suffered by the employee because the election board or commission meets during the employee's working hours.

### **Birthdays**

2. A day off with salary corresponding to the individual's regular working hours shall be granted to an employee on their 50th and 60th birthday when said birthday falls on a working day according to the schedule of work shifts or the system for averaging working hours.

### **Conscription**

3. The employer shall compensate an employee taking part in conscription for mandatory military service for any loss of earnings thereby caused to the employee.

### **Military reservist refresher courses**

4. The employer shall pay wages to an employee for the period spent on a military reserve refresher course so that when supplemented by the reservist pay remitted by the State an employee receives full pay. This provision shall also apply to those who are trained under the Finnish Rescue Act to perform special duties relating to civil defence.

### **Days of funerals, weddings and registrations of partnership**

5. An employee shall be entitled to paid leave of absence from work on the day of their wedding or registration of partnership and on the funeral day of the employee's next of kin, which may also be the day when the urn is buried. A married or common law spouse or a registered partner living in the same household, child or adopted child, parent or grandparent, and brother or sister of the employee, and the parents of the employee's common-law spouse or registered partner shall be deemed to be the employee's next of kin.

## **V SOCIAL REGULATIONS**

### **26 § Sick pay**

#### **Waiting day**

1. The employer shall pay full wages to an employee who, according to a statement accepted by the employer, is prevented from working due to accident or illness, from the beginning of the second day of illness that would otherwise have been a working day for the employee concerned.

Payment of sick pay to an employee who falls ill again with the same illness no more than 30 calendar days after the last payment of sick pay or sickness benefit shall continue with no waiting day if the period of eligibility for compensation has not been completed for the illness in question. Payment of sick pay shall continue with no waiting day until the end of the illness or of the period of eligibility for sick pay.



### **Verification of incapacity to work**

The employee's incapacity to work shall be verified in the first instance by a medical certificate issued by the occupational health physician for the enterprise. A certificate of incapacity to work issued by a physician other than the enterprise occupational health care physician shall constitute adequate grounds for payment of sick pay in the event that it is not possible to call upon the services of the enterprise occupational health care physician due to the urgency of treatment, the remoteness of the occupational health physician, unsuitability of surgery hours, the need for examination by a consultant physician, work-related travel, use of a personal physician system or another justified reason.

### **Period of eligibility for compensation**

Sick pay shall be paid for the working days of the period specified below:

Length of continuous employment before onset of incapacity to work	Period in calendar days
At least 1 month, but less than 3 years	28 days
Over 3 years but less than 5 years	35 days
Over 5 years but less than 10 years	42 days
10 years or longer	56 days

If the same illness recurs within 30 calendar days of returning to work, then the absences shall be treated as a single illness.

### **Employment of less than 1 month**

If incapacity to work due to illness or accident begins before the employment has lasted for one month, the employer shall pay sick pay at a rate of 50 per cent of the employee's personal time rate, but for no longer than the working days scheduled under the system for averaging working hours over the period between the day when the incapacity to work began and the following nine weekdays. The regulations of this Section concerning pay for the waiting day and other aspects shall apply.

If the right of the employee to a per diem allowance under the Finnish Sickness Insurance Act begins on an earlier date, then the period for which wages are payable shall be correspondingly reduced.

### **Waiving of waiting day**

Sick pay shall also be paid for the waiting day if

- the employee's employment has continued for an uninterrupted period of six months before the onset of incapacity to work, or
- the incapacity to work is due to illness that has continued for longer than the day of falling ill and the next seven ordinary weekdays, or
- the incapacity to work was caused by a work-related accident.

### **Onset of illness during the working day**

In an employee's incapacity to work begins in the middle of a working day or shift, then the employee shall be paid wages until the end of the working day or shift.

### **Refusal of sick pay**

2. No sick pay shall be paid if the employee has brought about the illness or accident deliberately, through criminal behaviour, by reckless living or through other gross negligence.

### **Deductions**

3. Any sickness or maternity leave pay or any comparable compensation payable by law or agreement that is received by the employee for the same period due to incapacity to work or to confinement shall be deducted from sick pay or maternity leave pay. However, the employer shall not be entitled to deduct from this sick pay or maternity leave pay any compensation paid to the employee on the basis of voluntary insurance that is wholly or partially financed by the employee.

The employer shall be entitled to claim any sickness or maternity benefit or any comparable compensation, as a refund not exceeding the sum paid by the employer, that is payable to the employee in accordance with the preceding Paragraph or to reclaim said sum from the employee in respect of the period for which the employer has paid sick pay or maternity leave pay to the employee.

If no benefit or comparable compensation 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 pay or maternity leave pay any benefit or portion thereof that was not paid due to the employee's negligence.

4. The employer shall have the duty to pay sick pay according to Paragraph 1 to an employee who is a member of a sickness benefit fund financed by the employer, on condition that the sickness benefit fund is discharged from payment of sickness allowance thereto for the period for which the employer has paid wages in accordance with Paragraph 1. In the event that the incapacity to work due to illness or accident continues for longer than the period for which the employer has a duty to pay wages pursuant to Paragraph 1, then the sickness benefit fund shall be liable for payment of any continuing allowance in accordance with its regulations.
5. If a benefit fund operates at the workplace under the Finnish Sickness Insurance Act, then the employer may discharge the duties based on Paragraph 1 by a procedure whereby the fund also pays the sick pay required by Paragraph 1 and the employer pays a contribution to the fund corresponding to the costs incurred from payment of said allowances falling outside the scope of the Act.

### **Duty to notify**

6. The employee shall have a duty to notify the employer of illness without delay.

## **Procedural guidelines governing the payment system for sick leave wages**

### **Incapacity to work shall be verified by a certificate approved by the employer**

- Unless otherwise specified in these guidelines, incapacity to work shall be verified by a medical certificate issued by the enterprise occupational health physician or in another manner acceptable to the employer.
- A retrospective medical certificate shall be approved if the physician has entered special grounds for retrospection on the certificate.

### **Ambiguities in medical certificates**

- The employer shall be obligated to pay sick pay when the grounds for payment and the amount of sick pay have been determined and accepted.
- In the event that the employer does not approve a medical certificate presented by an employee, the employer shall be entitled to refer the employee for examination by a specified physician. In such cases the employer shall pay the costs incurred in procuring the medical certificate.
- A certificate of sick leave shall constitute an acceptable certificate under the aforementioned conditions unless the employer is able to cite justified grounds for malpractice. Any ambiguities shall be investigated locally between the concerned parties. If this is unsuccessful, then the matter may be submitted to the public authorities and specialist bodies that process sick leave certificates through the prevailing normal labour market bargaining system.

### **Abuse of wage benefits constitutes grounds for terminating employment**

Naturally, no sick pay shall be paid in the event of abuse of sick leave benefits. Wilful abuse may also result in termination of the employment contract pursuant to the provisions of the Finnish Employment Contracts Act.

### **The employer must be notified of the illness before the work shift begins where possible**

- The employee shall notify the employee's immediate supervisor or another person specified by the employer of the illness before the work shift begins where it is at all possible to do so under the circumstances. The employer shall advise the employees of the applicable procedures in this respect. Early notification is important so that it will already be known at the workplace when the shift begins if someone is absent and how the work will be organised on the day when an absence occurs.
- Should the employee wilfully neglect to notify the employer of the illness without delay, then the duty to pay sick pay shall begin no sooner than on the day when said notification has been made.

### **Reduction of problems caused by absence due to illness**

- The federations call the attention of local parties to pre-emptive measures taken to prevent illnesses and accidents. It is in the common interests of the parties to minimise absences.
- The federations shall monitor progress in absences due to illness in a manner more specifically agreed and shall, where necessary, study ways of resolving the production problems caused by absences.
- The employer and the shop stewards shall jointly seek to guide employees in the correct application of the sick pay regulations under the collective agreement.

It is recommended that new employees receive instructions and guidance on this matter immediately during job induction.

### **Substitute work**

The employee and occupational health physician may agree that substitute work may be performed where the health of the employee so permits.

The employee and the employee's supervisor and, if necessary, an occupational health care expert, shall thereafter investigate whether substitute work can be assigned to the employee. The substitute work must be appropriate and must correspond to the employee's normal duties where possible. Training may be arranged for the employee instead of substitute work where circumstances permit.

### **27 § Maternity, paternity, parental and child care leave**

1. The employee's maternity, paternity and parental leave and child care leave shall be determined according to the Finnish Employment Contracts Act and the Finnish Sickness Insurance Act.

#### **Entry on record 1:**

Under the Finnish Sickness Insurance Act, the period of eligibility for maternity benefit is 105 ordinary weekdays and the maximum period of eligibility for parental leave is 158 ordinary weekdays. The father of a child is also entitled to 1–18 ordinary weekdays of paternity leave to be taken in no more than four parts at any time during the period of eligibility for maternity benefit or parental allowance. Under certain circumstances specified in Section 23 of the Finnish Sickness Insurance Act, a father is also entitled to paternity benefit for no longer than 12 ordinary weekdays.

### **Maternity leave pay**

2. An employee whose employment has continued for not less than six months before confinement shall be paid wages for the period of her maternity leave for the periods determined under Paragraph 1 of Section 26 as of the start of the period of maternity leave according to Section 1 of Chapter 4 of the Finnish Employment Contracts Act.

### **Paternity leave pay**

3. The wages for regular working hours shall be paid to an employee for six (6) days of paternity leave. Payment of paternity leave salary shall be governed by the same provisions as the payment of maternity leave salary.

### **Overall plan**

4. Family leave shall be notified in the manner prescribed in Chapter 4 of the Employment Contracts Act.
5. An employee returning to work from maternity, paternity and parental leave or child care leave shall be entitled to return to said employee's previous work or to work that is equivalent thereto.

## **28 § Care of a sick child**

### **Right to temporary child care leave**

The employee's right to temporary child care leave is determined according to chapter 4, section 6, of the Employment Contracts Act.

### **Pay during temporary child care leave**

Upon the sudden illness of a child under 10 years of age or other child living permanently in the household, compensation in accordance with the sick pay regulations of this collective agreement shall be paid to the mother or father or person caring for the child and living permanently in the same household with the mother or father, for a necessary, brief and temporary absence taken in order to care for the child or to arrange such care. It shall be a condition of payment of compensation that both of the parents are gainfully employed and that an explanation of the absence is provided in accordance with the sick pay regulations of the collective agreement. The foregoing shall also apply to single parents and co-parents.

Compensation shall be paid to only one of the persons liable for maintenance on account of the same illness.

An absence shall also be permitted if a spouse is not available to arrange care or to take care of a child suddenly taken ill due to being in hospital care outside of home or required to be present in a different locality for lessons that are part of full-time studies or taking part in an exam. The employee must provide reliable proof of incapacity, for example, a statement from the staff of a hospital or an educational establishment.

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

After reaching prior agreement on such absence with the employer, an employee whose child suffers from a serious illness of the kind referred to in Decision no. 1315 of 1989 of the Finnish

## Collective agreement

Council of State shall be entitled to leave of absence from work in order to participate in the treatment, rehabilitation or care guidance of said child.

### **Entries on record:**

#### 1. Account of child's illness

It shall be a condition of payment of compensation that the same statement is required for the illness of the child and of the absence that this causes as is required under any practice adopted under the collective agreement and within the enterprise in respect of employee illness.

This will generally mean obtaining a medical certificate for the child's illness. If another statement of employee illnesses is accepted at the workplace, however, then this must also suffice to explain an absence from work due to the illness of a child.

#### 2. When absence from work is essential to arrange care for the child or to care for the child

Both the mother and the father of a child or another person caring for the child and permanently living in the same household with either one are permitted to be absent from work under the agreement. It shall be a condition of granting said leave that both persons liable for maintenance are in gainful employment or that a person liable for maintenance is not available to arrange care or to take care of a child suddenly taken ill due to being in hospital care outside of home or required to be present in a different locality for lessons that are part of full-time studies or taking part in an exam. The employee must provide reliable proof of incapacity, for example, a statement from the staff of a hospital or an educational establishment. In principle, the employee should, in the first instance, seek to arrange care. Only when this is not possible may either person liable for maintenance remain at home to care for the child in person.

In cases of absence from work, the explanation required from the employee of the necessity for such an absence shall cover details of the care opportunities and suitability for this function of family members living where the child is cared for and in the same household. There shall be no requirement to give the employer any account of the unavailability of neighbours, local authority home helpers, etc. Family members shall here denote the parents, grandparents and older siblings of the child in question, and any other persons living in the employee's household.

#### 3. Child falls ill during the working day

If the other conditions of the agreement are satisfied, then the employee shall be compensated in accordance with the collective agreement in cases of absence from work. This will generally mean that the employee is paid wages until the end of the shift on the day the child falls ill. The day following the onset of illness will generally be the first day of sick leave, which is governed by the waiting period and other provisions of the collective agreement.

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### 4. Relapse

If a child falls ill again with the same illness within 30 calendar days, then sick pay under the collective agreement shall also be paid for the child care with no waiting period.

Successive illnesses of two or more children in the same family at an interval of less than 30 days shall not be regarded as a relapse as referred to above. Neither shall consecutive illnesses of an employee and a child constitute a case of relapse referred to in the collective agreement.

### 5. Duration of absence from work

The brief temporary absence referred to in the agreement denotes an absence of one to four days. The duration of absence shall always be assessed on an individual basis, having regard to such factors as the opportunities for arranging care and the nature of the illness. The agreement does not thereby confer any automatic right to a maximum of four days' paid absence from work.

No compensation shall be paid when the absence continues for longer than agreed. A sick child cannot always be left alone even when the illness continues for longer than the period for which compensation is paid.

### 6. Single parent

A person who has permanently moved to live separately from their spouse with no specific separation or decree of divorce or decision to terminate a registered partnership, and a person whose spouse or registered partner is prevented from participating in the care of the child due to compulsory military service or reserve military training, shall also be regarded as a single parent in the sense of the agreement.

### 7. Both parents in shift work

If the parents of a child are working shifts in the service of the same employer so that their work shifts are consecutive, then the parent at home shall be given an opportunity with no loss of pay to care for a child that falls suddenly ill until the other parent has returned home from the work shift. The length of such a paid absence shall be the time taken for the journey from and back to work.

8. A sick child cannot always be left alone even when the illness continues for longer than four days.

In such cases, the right to obtain leave for the care of a sick child is determined according to chapter 4, section 7, of the Employment Contracts Act (absence due to compelling family reasons) and chapter 4, section 7 a (absence due to the care of a family member or other close one).

## **29 § Medical examinations**

### **Statutory medical examinations**

The employer shall compensate for the earnings for regular working hours lost by an employee through work-related statutory medical examinations or health checks ordered by the employer, or in associated travelling.

### **Other medical examinations**

The employer shall compensate for lost earnings in the following cases:

When an illness or accident necessitates an urgent medical examination or in other cases of illness or accident where a medical appointment cannot be arranged outside of working hours within a reasonable time.

Laboratory tests and X-ray examinations prescribed by a physician and related to a medical examination shall be equated with other medical examinations. A medical examination to determine treatment for a previously diagnosed chronic illness, and medical examinations and tests associated with pregnancy shall also be equated with other medical examinations. Treatment for cancer or acute dental illness as well as cancer screenings in accordance with the Government decree shall also be equated with other medical examinations.

The employee must notify the employer in advance of the visit to a physician. If this is not possible, the employer shall be notified at the earliest opportunity. The employee shall present an account of the medical examination, of any waiting time and of reasonable travelling time in the cases referred to in the preceding paragraph and in cases comparable thereto, also including an account of the reasons why reception outside working hours was not possible.

No compensation for lost earnings shall be paid on the basis of the collective agreement regulations for medical examinations if the employee receives sick pay for the time spent on a medical examination.

### **Calculation**

The aforementioned loss of earnings shall be determined according to the stipulations of the collective agreement governing the calculation of sick pay. Travelling expenses arising from statutory medical examinations shall be paid in accordance with the principles of the collective agreement regarding travelling expenses.

## **30 § Occupational safety**

1. The Occupational Safety Centre Agreement and Standing Orders concluded between the Confederation of Finnish Industry and Employers – TT and the Central Organisation of Finnish Trade Unions – SAK shall be observed as part of this collective agreement.
2. The employer shall also observe the statutory provisions governing occupational health and safety and on preventing accidents and occupational illnesses, and comply with the instructions of labour protection authorities.



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3. When chemicals are used in the workplace the employer shall explain the extent to which they are hazardous and shall take care of protective measures and ensure that employees are informed with respect to safety in use. Special attention shall be paid to providing training in material safety data sheets and packaging labels.
4. All necessary environmental protection aspects pertaining to the enterprise and working duties shall be included in the familiarisation and work orientation referred to in the Finnish Occupational Safety and Health Act.
5. The federations recommend that the employer should convene a labour protection cooperation meeting at intervals not exceeding six months in workplaces where there is no statutory duty to establish a labour protection commission and no other form of labour protection cooperation has been locally agreed. The labour protection cooperation meeting will consider environmental issues at the workplace, assess conditions and measures to maintain working capacity and set targets for improvement.

The labour protection delegate will represent the employees at the meeting. If no such delegate has been elected, then the employees will be represented by the chief shop steward or by another person elected by the employees.

### **31 § Group life insurance**

The employer shall have a duty to take out group life insurance in the manner specified in guidelines issued by the national labour and employer confederations EK and SAK.

### **32 § Annual holiday**

#### **Duration of holiday**

1. An employee shall be granted annual holiday or corresponding time off in accordance with the Finnish Annual Holidays Act. The employee shall be entitled to two ordinary weekdays of holiday for each full leave-earning month. An employee whose employment has continued for not less than one year without interruption by the end of the leave-earning year preceding the holiday period shall be entitled to 2.5 ordinary weekdays of holiday for each full leave-earning month in said leave-earning year.

The Holiday Pay Agreement between the federations shall be observed as part of this collective agreement:

Annual holiday shall be granted during the holiday period unless otherwise locally agreed.

#### **Entry on record 1:**

In uninterrupted shift work the annual holiday or part thereof may be incorporated into free periods under the system for averaging working hours unless otherwise locally agreed.

2. If a holiday granted during the leave taking period (2 May to 30 September) includes, in addition to Sundays, other days that are not eligible to be statutory days off, then the working hours referred to in Paragraph 2 of Section 9 of the collective agreement shall be correspondingly reduced.

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3. If the work is interrupted for the duration of the holiday, then no wages shall be paid to employees with no holiday entitlement for the period of interruption or to employees with holiday entitlement for a period exceeding the holiday that is due to them by law.
4. If the work is interrupted for the duration of the holiday and an employee with no holiday entitlement, or with a holiday entitlement falling short of the duration of the interruption, wishes to work during said period, then efforts shall be made to arrange such work where possible.
5. Payment of all or part of the holiday pay on the normal wage payment day may be agreed locally.

### **Days counted as working days**

The working hours averaging leaves referred to in section 7 and the shift leaves referred to in sections 8 and 9 of the collective agreement and the paid absence due to sudden illness of a child referred to in section 28 of the collective agreement shall be calculated as time corresponding to working time for the calculation of the duration of annual holiday.

### **Holiday return bonus**

6. An employee who begins the annual holiday at the notified or agreed time and returns to work immediately after the annual holiday shall be paid a holiday return bonus of 50 per cent of the annual holiday wages payable thereto under the collective agreement.
7. Half of the holiday return bonus shall be paid in advance at the time of payment of annual holiday pay. This portion shall not be subject to the foregoing conditions governing eligibility for holiday return bonus.
8. Holiday return bonus shall also be paid if, immediately before the start of the annual holiday or after the annual holiday ends and employment continues, the employee was absent from work with the employer's consent or for a reason referred to in Paragraph 2 of Section 7 of the Finnish Annual Holidays Act.
9. Absence from work due to child care leave shall be equated with situations in which the employee is absent with the employer's consent. It shall be a condition of payment of holiday return bonus that the employee returns to work from child care leave in accordance with the notification referred to in the Finnish Employment Contracts Act or with an amendment subsequently made thereto for a justified reason.
10. Holiday return bonus shall also be paid to an employee retiring on old-age, disability, early old-age or individual early old-age pension, and to an employee who returns to work after completing compulsory military service in the manner required by the Finnish Act on Continuation of Employment or Public Service of a Person Conscripted into Military Service.
11. If the temporary or regular employment of an employee ends during the leave taking period (2 May–30 September) for reasons that are not due to said employee, then the holiday return bonus shall be paid to said employee for any summer holiday that has been earned by the end of the preceding leave-earning year but not taken in whole or in part.

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12. Holiday return bonus shall be paid at the time of payment of the wages paid for the first working day following the employee's return from the annual holiday. If the annual holiday has been divided, then the corresponding proportion of holiday return bonus shall be paid after each part of the holiday has ended.

Holiday return bonus may be paid by local agreement in one or more instalments, provided that it is paid in full by no later than the start of the following leave-earning year. If the employee's employment ends before the time of payment of holiday return bonus agreed in the manner set out above, then said bonus shall be paid at the end of the employment, provided that the employee is otherwise entitled to said payment under this collective agreement.

Exchange of the holiday return bonus or part thereof for a corresponding period of time off to be taken by the end of the leave-earning year may be locally agreed.

### **33 § Meal rooms and lockers for clothing**

1. Meal rooms fit for purpose and clothing lockers shall be provided at each workplace or in its immediate vicinity, and the employer shall keep these clean and warm. The required washing facilities shall also be provided at each worksite.
2. Employees shall have access to fresh water.

## **VI SHOP STEWARDS, LABOUR PROTECTION DELEGATES AND UNION BRANCHES**

### **34 § Shop stewards and labour protection delegates**

The general agreement concluded between the federations shall be observed as part of this collective agreement.

Job release and remuneration granted to shop stewards or labour protection delegates as of **1 April 2020:**

<b>No. of employees</b>	<b>Job release hr/week</b>	<b>Remuneration EUR/month</b>
-20	1.5	79
21-30	6	79
31-40	7	79
41-60	8	103
61-80	11	103
81-100	12	113
101-140	15	134
141-180	18	143
181-220	20	143
221-260	27	155
261-320	28	155
321-420	32	178
421-	fully discharged	179

## Collective agreement

The number of employees at the workplace immediately before the chief shop steward election and at a corresponding time one year after the election shall be verified when determining the time off to be granted to a chief shop steward. However, temporary employees hired for less than 3 months shall not be included in the number of employees. The length of discharge determined at these times shall be applied until the next review.

The basic wage of a full-time chief shop steward shall at least match the wage trends for the vocational group to which the employee belonged at the time of election to serve as chief shop steward.

At the minimum, the wage trend and need for release of a chief shop steward as per this Section shall be reviewed once annually in a manner locally agreed.

### **35 § Union branch meetings**

A registered association affiliated to the Industrial Union and any branch, workshop collective or corresponding unit thereof at the workplace shall have the opportunity outside of working hours – before the hours of work begin, during meal breaks or immediately after working hours, and when separately agreed also during the weekly rest period – to arrange meetings in order to transact business pertaining to employment relationships at the workplace under the following conditions:

- a) The holding of a meeting at the workplace or at some other location referred to in this agreement shall be agreed with the employer, where possible, three days before the planned meeting.
- b) The employer shall specify the venue for the meeting, which shall be a suitable place for the purpose either at the workplace or in the vicinity of the workplace, administered by the employer. If no such venue is available, the matter shall be discussed with a view to finding an expedient solution. Matters to consider when selecting a venue for a meeting will include the ability to comply with regulations on health and safety at work, industrial hygiene and fire safety, and ensuring that the meeting does not disturb business or production operations.
- c) The organisation that reserves the premises for the meeting and the organisers of the meeting shall be responsible for the conduct and order of the meeting and for the cleanliness of said premises. Elected officials of said organisation shall attend the meeting.
- d) The organiser of the meeting shall be entitled to invite to the meeting representatives of a federation that is a party to this collective agreement and of any association that is affiliated thereto, and representatives of the competent national labour and employer confederations.
- e) A salaried employee of the Industrial Union shall be entitled, on prior agreement with the employer, to examine conditions at a workplace falling within the scope of this collective agreement.

### **36 § Withholding of trade union membership subscriptions**

If the employee has so authorised in writing (a collection agreement), the employer shall withhold the membership subscriptions of the Industrial Union from the employee's wages by wage payment period and shall credit said subscriptions to the bank account specified by the Industrial Union. To join an employee in the system, the employer and the employee shall make an agreement on withholding membership subscriptions.

## Collective agreement

The membership subscription shall be withheld from the employee's salary subject to tax withheld in advance in accordance with the equal % or € amount for each withholding period announced in writing by the union branch or the Industrial Union for a calendar year at a time. The information on the membership due collected is included in the employee's payslip or provided in an equivalent manner. At the end of a calendar year or employment, the employer shall provide the employee with a certificate approved by the tax authorities of the collected membership subscriptions or submit a report directly to the tax authorities. Twice annually, the employer shall deliver a report on withheld membership subscriptions to the Industrial Union or a body taking care of membership subscriptions on the Industrial Union's behalf according to the federation's instructions.

The employee, the employer, the shop steward and the Industrial Union shall be notified of the collection agreement and its termination. When an employment relationship ends, the employee shall notify the Industrial Union of the termination of the collection agreement. The employer shall notify the Industrial Union of the termination of the employee's employment and the collection agreement in the next membership subscription report submitted to the Industrial Union.

### **37 § Noticeboards**

Notices and communications of the Industrial Union and of the local union branch may only be placed on the noticeboards within the plant that have been designated by the employer for this purpose. The notices may not conflict with this collective agreement, nor be offensive to the employer or the employer's representative.

## **VII NEGOTIATING PROCEDURE**

### **38 § Personal matters of employment**

Employees shall settle matters pertaining to their employment with their supervisors. An employee who has been unable to settle a matter with the supervisor directly may refer the question for consideration in negotiations between the shop steward of the department or corresponding unit and a representative of the employer. If the matter is not settled in this way either, then the shop steward may submit it to the chief shop steward.

### **39 § Local collective bargaining**

Alternative agreements may be concluded locally, either between the employer and the employee, or between the shop steward and the employer, on matters separately specified in the collective agreement in accordance with the negotiating procedure set out in this collective agreement. The agreement may be concluded for a limited period or until further notice. An agreement concluded until further notice may be terminated at three months' notice unless another period of notice of termination has been agreed.

An agreement concluded between a shop steward and the employer shall bind the employer and all employees represented by the shop steward. Agreements shall be concluded in writing if either of the parties so requests. An agreement concluded in writing shall form part of the collective agreement and shall continue to be applied even after the collective agreement has expired in other respects.

**Entry on record 1:**

Matters that concern an entire enterprise, work department or larger work group shall be agreed with a shop steward.

The federations recommend that agreements of a permanent nature be made in writing. The shop steward must be given all the information necessary for the negotiations as well in advance as possible before the negotiations are started.

**40 § Settlement of disputes**

Duty to negotiate

1. Efforts shall be made to resolve any disputes arising between the employer and an employee concerning the application or interpretation of this agreement by negotiations between the employer and the employee at the workplace. Negotiations shall commence at the earliest opportunity, and no later than within two week of preparing a negotiation proposal. The negotiations must be conducted without needless delay.
2. If a matter of a kind referred to in Paragraph 1 is not settled in at the workplace, then it may be submitted for settlement by the federations. If one of the local parties wishes to submit a matter for settlement by the federations, then a memorandum of the case shall be prepared, which both parties shall sign and which shall explain the disputed matter and the views of both parties complete with their detailed justifications. A copy of the memorandum shall be provided to both local parties.
3. Any dispute that cannot be settled by negotiations between the federations may be submitted for consideration by the Labour Court.

**VIII MISCELLANEOUS REGULATIONS**

**41 § Meetings of the governing bodies of the Industrial Union TEAM**

An employee who has been elected to the Industrial Union's meeting, delegate council, executive board or permanent bodies set by them (the sector board, the employment condition committee, a Swedish-speaking sub-committee, a sub-committee for the working environment and equality, a youth sub-committee, a training sub-committee or a culture and leisure time sub-committee) shall be entitled to be released from work in order to participate in the official meetings of the aforementioned administrative bodies.

The employee must report his or her need for job release as soon as possible and give a proper account of the time needed for the meeting.

**42 § Training and development opportunities**

In addition to the regular annual working hours, the employer may direct employees to additional, in-service, equipment or safety training necessary for the performance of work or arrange development events for the improvement of productivity, efficiency and quality at workplace or at a place determined by the employer at maximum 8 hours per calendar year.

## Collective agreement

This time is deemed regular working hours that can be required in addition to the regular annual working hours agreed in the collective agreement. A salary with working hours and condition bonuses equalling the regular working hours salary will be paid during training or a development event.

Training and development events can be implemented so that the work shift is prolonged by the duration of the training or a development event, however, at maximum by two hours per day. Training or a development event may also be carried out as a whole day. Training or a development event may not be arranged on mid-week holidays.

Otherwise, the training activities shall comply with the regulations of the general agreement concluded between the federations.

### **Note:**

If the above-mentioned training or event is arranged outside the workplace, the provisions of section 23 on the compensation for travel expenses are applied.

### **43 § Rationalisation**

1. The general agreement concluded between the federations shall be observed as part of this collective agreement.
2. Time and motion studies shall comply with the principles stipulated in the general agreement concluded between the federations.

### **44 § Communications within the enterprise**

Communications within the enterprise shall comply with the regulations of the general agreement concluded between the federations.

### **45 § Use of outside labour**

1. The enterprise shall limit the use of loaned or assigned employees to the equilibration of peak workloads or otherwise to functions that are so limited in duration and nature that they cannot be performed by the employees of the enterprise due to the urgency of the work, its limited duration, its vocational requirements, special equipment requirements or other corresponding factors. Leasing of labour shall be considered unhealthy if the loaned employees assigned by the various enterprises that procure the labour perform the normal work of the enterprise alongside its permanent employees and under the same management for an extended period. The general agreement concluded between the federations shall be observed as part of this collective agreement.
2. Service agreements shall not be formulated as contracts between independent entrepreneurs when the true nature of the relationship is that of an employment contract.

### **46 § Regulations on order at the workplace**

1. The employer shall be entitled to arrange monitoring of working hours and production by using equipment suitable for controlling access and exit or other devices. These arrangements must not cause unnecessary loss of time for employees.

## Collective agreement

2. An employee who wishes to be absent from work shall notify a supervisor, who shall grant the requested release if the duties concerned so permit. The provisions governing sickness notifications to the employer are stipulated in Section 26.
3. An employee may be inspected on leaving the workplace when there is a justified reason for so doing. Such an inspection may invade the employee's privacy only to the extent that is required for expediently performing the inspection.
4. The possession and consumption of strong alcoholic beverages within the confines of the plant shall be absolutely prohibited.

### **47 § Duration of the agreement**

1. The collective agreement shall remain in force until 31 December 2021, and thereafter for one year at a time unless either federation has terminated it in writing no later than two months before the agreement expires.
2. The regulations of the collective agreement shall remain in force pending negotiations for a new collective agreement, until the new agreement is concluded or the negotiations have ended.

This collective agreement has been drawn up in three identical copies, one for each party.

Helsinki, 12 February, 2020

CHEMICAL INDUSTRY FEDERATION OF FINLAND KT

FINNISH PLASTICS INDUSTRIES FEDERATION

INDUSTRIAL UNION



## Protocol of signature

Chemical Industry Federation of Finland  
Finnish Plastics Industries Federation  
Industrial Union

### **THE PROTOCOL OF SIGNATURE REGARDING THE RENEWAL OF THE COLLECTIVE AGREEMENT FOR THE EMPLOYEES OF THE FINNISH PLASTIC PRODUCT INDUSTRY AND THE CHEMICAL PRODUCT INDUSTRY FOR THE PERIOD 5 FEBRUARY 2020–31 DECEMBER 2021**

Date 12 February 2020

Place Eteläranta 10, Helsinki

Present **Chemical Industry Federation of Finland**

Minna Etu-Seppälä  
Jaana Neuvonen  
Jenni Nisametdin  
Juha Teerimäki

**Finnish Plastics Industries Federation**

Vesa Kärhä

**Industrial Union**

Riku Aalto  
Toni Laiho  
Anna Tapio

#### **1. Agreement period, the duration of the agreement and signing the collective agreement**

It was noted that as of 5 February 2020, the new collective agreement replaces the collective agreements signed between the parties for the period 1 December 2017 – 30 November 2019. This agreement will remain valid during 5 February 2020 – 31 December 2021.

It was noted that the federations that are the parties to the matter have on 5 February 2020 reached a negotiation result for the amendments to the text and salaries of the collective agreement for the plastic product industry and the chemical product industry. The federations have today signed the collective agreement for the above mentioned sector.

## **2. Salary adjustments for 5 February 2020 – 31 December 2021**

### **2.1. Time, amount and method of implementation of salary adjustments**

The personal wage of an employee, excluding seniority bonus and other separate bonuses, will be increased on 1 April 2020 or from the beginning of the next wage payment period beginning soonest after that by a general increase of 1.3 per cent.

The personal wage of an employee, excluding seniority bonus and other separate bonuses, will be increased on 1 March 2021 or from the beginning of the next wage payment period beginning soonest after that by a general increase of 1.2 per cent.

A local element of 0.8 per cent of the sum total of the employees' personal hourly or monthly wages payable in January 2021, who fall within the scope of the collective agreement, (earnings for time, contract and incentive work with the exclusion of separate bonuses such as seniority, shift work, conditions, etc.) will be available at individual enterprises and workplaces as of 1 March 2021. This element will be used for the development of the personal wage element based on the employee's competence and performance.

The use of the local element is negotiated and agreed upon locally between the employer and the chief shop steward, and if no chief shop steward has been elected, between the employer and the employees. The agreement will be made in writing.

The federations will draft joint guidelines with regard to the distribution of the local component.

If the negotiations on distributing the local element are inconclusive, the element will be paid as a general increase of 0.4 per cent to all employees covered by the scope of the agreement, calculated based on the wage to which the general increase has not been applied, and the employer will decide on the allocation of the item of 0.4 per cent. The general increase will then be 1.6 per cent.

Notwithstanding the above, if an agreement on the transfer to a permanent salary payment once a month is made before 1 January 2021, the wage increase of 2021 will be paid in full as a general increase of 2 per cent.

### **2.2 Objectives of local salary negotiations**

The objective of the local salary negotiations is to find a salary settlement which supports the financial situation, order book, employment situation and cost competitiveness of each company or workplace. The goal for the wage formation is to encourage employees to develop their competence and, through their actions, to contribute to the development of profitability and well-being at work in the company in line with the set objectives.

### **2.3. Information submitted to the shop steward for negotiations and the negotiating procedure**

Before the negotiations, the employer will provide the shop steward, or the staff group if no shop steward has been elected, with the details of the salary amount to be allocated and the calculation basis of the amount.

Items to be agreed on in the local salary settlement include the implementation method (general increase or a company-specific one) and criteria of the salary adjustments.

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The agreement will be made with the chief shop steward, or with the staff group if no shop steward has been elected, by 15 February 2021, unless an extension to the handling period is agreed on. The agreement will be made in writing.

The employer will make a decision on the allocation of the increases within the scope of the local agreement. After the increases have been implemented, the employer will go through with the chief shop steward, and if not chief shop steward has been elected, with the entire staff group within reasonable period of time, the total number of employees, how many employees have received an increase, the amount of the average increase and the sum total used for increasing the employees' wages dividing them into the company-specific sum and the general increase.

The information provided in the negotiations are confidential and may only be used to allocate the local amount.

A company or workplace-specific wage increase of 2021 will be calculated from the sum total of those employees' personal hourly or monthly wages (earnings for time, contract and incentive work with the exclusion of separate bonuses such as seniority, shift work, major public holidays, conditions, etc.) paid in January 2021, who belong to the scope of application of the collective agreement.

### **Application instructions:**

The calculation will include all employees who work within the scope of the collective agreement in January 2021, regardless of the type of the employment relationship (until further notice, fixed-term, part-time). The wages of such employees, who are employed at the time of the wage increase but away during the calculation period, for example, due to illness or annual leave, will be included in the calculation. If the absence is due to family leave, study leave or other such longer leave, and a substitute has been hired for the employee, only the substitute's wage will be added to the sum total of wages.

The item will not include the following: shop steward increments, occupational safety and health representative's compensation, overtime pay, performance-based bonuses, bonuses for seniority, shift work, Sunday work, work on major public holidays, working conditions; holiday bonus, holiday bonus if the employment has been terminated.

### **2.4. Agreeing on the adjournment of salary adjustments**

If the implementation of the increase is adjourned, an agreement with the chief shop steward concerning the 2020 increases must be made in writing by 31 March 2020 and concerning the 2021 increases by 28 February 2021. If the company does not have a shop steward, the employer will negotiate with the entire staff group. The agreement shall be made in writing.

If postponing the salary adjustments is agreed upon, an agreement should be made in the same context concerning compensation of any loss of earnings caused by the change with a corresponding non-recurring payment. The difference shall be paid as of the date of implementation of the salary increase, at the latest.

If companies implement salary increases on a schedule that differs from that of the salary increases in the collective agreement, a local agreement can be made to take them into account when implementing salary increases based on the collective agreement. In that case, the employee must be informed that the increase also includes the increase based on the collective agreement.

## 2.5. Salary tables

The following grade rates of employees aged over 18 years and of full working capacity will apply as of **1 April 2020**.

Job require- ment category	Points	TAM15–	TAM35	TAM37	TAM15–	TAM35–
		TAM27	TAM35	TAM37	TAM27	TAM37
		cents/hour	cents/hour	cents/hour	EUR/month	EUR/month
starting wage		1,026	1,041	1,093	1,658	1,724
1	56-72	1,080	1,096	1,150	1,750	1,820
2	73-92	1,163	1,180	1,239	1,882	1,957
3	93-112	1,252	1,271	1,333	2,024	2,105
4	113-132	1,347	1,367	1,435	2,179	2,266
5	133-157	1,453	1,475	1,547	2,344	2,438
6	158-	1,562	1,585	1,664	2,523	2,624

The following grade rates of employees aged over 18 years and of full working capacity will apply as of **1 March 2021**.

Job require- ment category	Points	TAM15–	TAM35	TAM37	TAM15–	TAM35–
		TAM27	TAM35	TAM37	TAM27	TAM37
		cents/hour	cents/hour	cents/hour	EUR/month	EUR/month
starting wage		1,047	1,063	1,115	1,691	1,759
1	56-72	1,102	1,119	1,174	1,785	1,856
2	73-92	1,186	1,204	1,263	1,920	1,997
3	93-112	1,277	1,296	1,360	2,064	2,147
4	113-132	1,374	1,395	1,463	2,223	2,312
5	133-157	1,482	1,504	1,578	2,391	2,487
6	158-	1,593	1,617	1,697	2,573	2,676

The tariff hourly wages for young employees as of **1 April 2020** will be:

	cents/hour	EUR/month
15 years	863	1,459
16 years	877	1,482
17 years	885	1,499

The tariff hourly wages for young employees as of **1 March 2021** will be:

	cents/hour	EUR/month
15 years	880	1,488
16 years	895	1,512
17 years	903	1,529

## Protocol of signature

The federations have agreed on the recommendation for the work practice programme for primary school students, high school students and VALMA students “Get to know work practice and make money” (Tutustu työelämään ja tienaa) for 2020-2021. The agreement is enclosed to the collective agreement.

### **Implementation of increases in company-specific pay systems**

Salary grades (TVL) in company-specific pay systems will be increased by 1.3 per cent as of 1 April 2020 and by 2 per cent as of 1 March 2021.

### **2.6. Remuneration of shop stewards and occupational safety and health representatives**

Job release and remuneration granted to shop stewards or occupational safety and health representative as of 1 April 2020 are as follows:

<b>No. of employees</b>	<b>Release from work, h/week</b>	<b>Remuneration</b>
-20	1.5	79
21-30	6	79
31-40	7	79
41-60	8	103
61-80	11	103
81-100	12	113
101-140	15	134
141-180	18	143
181-220	20	143
221-260	27	155
261-320	28	155
321-420	32	178
421–	full release from work	179

### **2.7. Support by federations**

The federations will prepare joint guidelines and organise training for the local parties for the implementation of salary increases in accordance with the collective agreement.

The federations will support the local parties in actively seeking different solution models for salary increases and incentives in the payroll system in accordance with the collective agreement and encourage them to find the best possible solution for the company and its personnel.

### **2.8. Behaviour of the personal working hours form-specific wage element in case of a wage increase**

A personal working hours form-specific wage element generated during the 2018 salary adjustments will not be increased on the basis of the increases in the collective agreement.

### **3. Amendments to the text as of 5 February 2020, unless otherwise agreed in connection with the section**

## **Section 4 Binding character of the agreement and industrial peace obligation**

The items 3–4 of the provision are specified as follows:

3. The union branch, the shop stewards as representatives of the union branch and the employer are obliged to maintain industrial peace at the workplace. If the union branch, a shop steward or the employer become aware of a threat of disturbance to industrial peace, they have the obligation to immediately notify the federations of the matter and all the factors that have an impact on the assessment thereof. Local parties must refrain from industrial action until the federations have handled the matter.

4. Upon receiving the notification as per section 3, the federations shall immediately discover the reason for the imminent industrial action and assess whether the imminent industrial action is in breach of the Collective Agreements Act. The federations will inform the local parties of their opinion. If the federations deem the industrial action to be contradictory to the Collective Agreements Act, no industrial action may be taken. A union branch must comply with the federations' view and refrain from an industrial action, or if an industrial peace disturbance is already ongoing, end the industrial actions and return the industrial peace without any delay.

The federations must encourage the local parties to maintain industrial peace. On the request of local parties, the federations and the employer and the chief shop steward will clarify by necessary joint actions within three ordinary weekdays to what a dispute concerning industrial peace is directed, what its reasons are and what the possible consequences of an industrial action would be. If a local disagreement is connected to the application or an interpretation of the collective agreement, the matter must be handled following the negotiating procedure in accordance with Section 40 of the collective agreement.

## **Section 5 Initiation and termination of employment**

A new section is added, based on which the 5-day period for giving a negotiation proposal is included in the negotiation period of 6 weeks and 14 days. The section references to the Act on Co-operation within Undertakings are only informative:

### **Calculation of a negotiation period**

If the need arises to give notice of termination to employees, lay off or place them on part-time employment due to reasons attributable to the reorganisation of the employer's operations, an employer belonging within the scope of application of the Act on Co-operation within Undertakings (334/07) must, however, abide by the provisions of the Act on Co-operation within Undertakings with the exceptions agreed in this section. The Act on Co-operation within Undertakings is not part of the collective agreement. The provisions in this section supplement the Act and substitutes the corresponding sections in the Act.

## Protocol of signature

When an employer belonging to the scope of application of the Act on Co-operation within Undertakings is considering giving notice of termination to the employee, laying off or placing them on part-time employment due to financial or production-related reasons or reasons resulting from the reorganisation of the employer's operations, the cooperation obligations are deemed, in deviation from the regulations on the proposal for negotiations under section 45 and on the fulfilment of the duty to negotiate under section 51 to been met if negotiations have been held after a written proposal for negotiations as required in the Act on Co-operation within Undertakings and on the basis of necessary information given in advance during a negotiation period set out in section 51 of the Act on Co-operation within Undertakings, unless other negotiation period has been agreed by law.

Note to the Protocol of signature: The section references to the Act on Co-operation within Undertakings are only informative.

### **Section 6 Regular working hours**

#### **General provisions**

The term in the third paragraph "system of working hours" is changed to "working hours adjustment plan".

The section "Implementation of the 24-hour increase of working hours in accordance with the Competitiveness Pact on 1 January 2017" and all the related collective agreement provisions are removed.

A new subsection is added:

#### **10-hour**

Due to a sudden, unexpected or exceptional production-related situation, the employer may temporarily extend the regular daily working hours of other than shift workers up to the maximum of 10 hours and the weekly working hours up to the maximum of 50 hours with a three-day notice. The payment of wages remains according to the regular working hours as well as when having extended working hours or averaging working hours, excluding hours done during mid-week public holidays or Sundays, for which compensation is paid in accordance with working and collective agreement provisions. By local bargaining, a change in working hours can be made without a notice period.

An individual employee can work ten-hour days in six working weeks a year at maximum and in two consecutive working weeks at maximum.

An employee has the possibility to decline changes in working hours according to this collective agreement provision on a case-by-case basis for appropriate personal reasons (e.g. health reasons, childcare or care of relatives).

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The working hours must adjust to the average of 40 hours per week within 52 calendar weeks. The employer will prepare a preliminary adjustment plan, and the parties will agree on the timing of free time within 4 calendar weeks of the performed work. If no agreement on the free time is reached, the employee has the right, in compliance with the 3-week notice period, to adjust their working hours to the average of 40 hours per week by using time off primarily as whole days. However, the days off announced by an employee cannot be taken if the company's production-related operations are seriously disrupted, or during the weeks for which the employer has notified of the need for working longer hours as set out in this collective agreement provision.

If the days off referred to in this collective agreement provision have not been taken within 52 calendar weeks, the employer will compensate for the hours remaining unadjusted with a 50% increase in connection with the following payment of wages.

### **Night work**

The section reference is amended to correspond to the new Working Hours Act, i.e. section 26 is changed to section 8.

### **Amendments to the work shift schedule and the working hours adjustment system**

The terminology (adjustment system→adjustment plan) and section references (section 35→section 30 and section 34→section 29) is amended to correspond to the new Working Hours Act.

The provision is amended as follows:

The work shift schedule or the working hours adjustment system may be amended for reasons relating to production or working arrangements, or at the employee's request.

The employees concerned must be notified at least one month before implementing any amendments to the work shift schedule or the working hours adjustment system that are of a permanent nature and will continue for not less than one month and at least three days before implementing any temporary amendments. After that the work shift schedule may only be amended on the employee's consent or for an unpredicted reason relating to work arrangements, for example, in sick leave situations, machine failures or sudden changes in the backlog of orders. Prior to the amendment, the amendment affecting an individual employee must be negotiated between the chief shop steward and the employee concerned.

### **Preparation and completion work**

The old provision is removed and replaced by the following provision, which replaces the provision concerning the preparation and completion work of the Working Hours Act.

The preparation and completion work is additional work to improve delivery certainty and remove production disruptions that exceeds the regular working hours, and it is agreed on locally. The personnel will be notified of the agreement.



## Protocol of signature

In addition to regular working hours, the preparation and completion work also includes additional work performed before or after one's own regular work shift. The preparation and completion work may consist of work that is

- essential in order for the other employees at the workplace to be able to work full regular working hours
- necessary in shift work for exchanging information when a shift changes.

The preparation and completion work may be agreed on in an employment contract.

The maximum preparation and completion work per employee is five hours a week.

A salary with working hours and condition bonuses equalling the regular working hours salary will be paid for the preparation and completion work. The payment of a corresponding fixed monthly compensation may be agreed on locally.

### **Section 10 Rest periods**

#### **Daily rest period**

The section reference is changed to correspond to the new Working Hours Act, and the item 1 and the first paragraph of the item 2 of the provision are amended to read as follows:

1. An employee in regular daily and single shift work will be granted a meal break of one hour under the conditions prescribed in section 24 of the Working Hours Act; the employee will be free to leave the workplace during this time.
2. A meal break of 30 minutes may also be agreed between the employer and the employee provided that no impediment prevents the employee from leaving the workplace at this time.

#### **Twenty-four hour rest period**

The section reference is amended to correspond to the new Working Hours Act, and the provision is amended to read as follows:

6. During the 24 hours following the beginning of each shift, an employee will be granted a continuous rest period of no less than eleven hours, and in period work a rest period of no less than nine hours, unless the work is performed during standby time. The employer and employee concerned may agree on the temporary averaging of the twenty-four hour rest period if the expedient organisation of work so requires. The rest period awarded within a given twenty-four hour period must nevertheless be at least seven hours.

If it is considered necessary due to the rotation of shifts or other such reason, the twenty-four hour rest period can be reduced based on local collective bargaining to a minimum of 7 hours.

## Protocol of signature

Temporary exceptions to the foregoing may be made for no more than three consecutive twenty-four hour periods at a time in the cases referred to in section 25, subsection 3 of the Working Hours Act. This rest period must nevertheless be at least five hours. The employee must grant a compensatory rest period in connection with the following 24-hour rest period or, if that is not possible due to work arrangements, at the earliest opportunity and no later than within 14 days. A compensatory rest period must be given as a continuous period, and it may not be timed on a standby period.

### **Weekly time off**

The section reference is amended to correspond to the new Working Hours Act, and a note is added to the provision as follows:

7. The working hours must be arranged so that the employee enjoys a continuous time off period of no less than 35 hours per week, scheduled where possible for Sunday or a day adjacent thereto. Said weekly time off may also be arranged as an average of 35 hours over a period of 14 days. However, the time off period in any one week shall be no shorter than 24 hours.

Said weekly time off may be arranged in uninterrupted three-shift work and continuous one or two-shift work as an average of 35 hours over a period not exceeding 12 weeks. However, the time off period in any one week must be no shorter than 24 hours. A corresponding procedure may be applied with the employee's consent where so required by technical circumstances or by the arrangement of work.

### **Note**

The interpretation of the provision corresponds to the interpretation of section 31 of the old Working Hours Act (9 August 1996/605) (including the Labour Council's opinions, e.g. TN 1365-00 and TN 1417-06).

The weekly time off period may be waived if the regular working hours do not exceed 3 hours in a 24-hour period and in the exceptional cases referred to in section 28 of the Working Hours Act. Compensation must be paid for the weekly time off period in these exceptional cases in the manner prescribed in subsection 2 of said section.

### **Section 11 Overtime**

#### **Compensation according to provisions on weekly overtime**

The provision is amended as follows:

11. If an employee has been unable to work for a period corresponding to the regular hours indicated in the working hours adjustment system on account of annual leave, illness, the working hours averaging leave referred to in section 7 of the collective agreement, time off granted to compensate weekly time off, layoff for reasons of production or economy, travel performed on the orders of the employer, participation in vocational training referred to in sections 7.1 or 7.2 of the general agreement, or reservist military training, and said employee works on a scheduled day off, then any work performed on the day off must be remunerated as agreed with respect to weekly overtime.

### **Maximum overtime**

The numbering of the provision is changed as follows:

13 a. Notwithstanding section 19 of the Working Hours Act, the calendar year will only be applied as the tracking period for maximum overtime.

A new subsection 13 b. "Maximum working hours" is added as follows:

#### **Maximum working hours**

13 b. Maximum working hours comply with the restrictions set out in the Working Hours Act. The tracking period for the working hours is a calendar year. Instead of a calendar year, a one-year long period can be locally agreed to be the tracking period.

The provision on the maximum overtime provided in subsection 13 a. may be applied until 31 December 2020.

### **Rest breaks before overtime**

The section reference of the provision is amended to correspond to the new Working Hours Act as follows:

14. An employee who stays on to work overtime immediately after the end of regular working hours will be permitted to take a rest break of 15 minutes, which is counted as working time. The rest breaks required in overtime will be agreed locally, having regard to section 24 of the Working Hours Act.

### **Section 14 A. Job-specific wage**

The note 2 is amended as follows:

#### **Note 2:**

To improve training conditions, 75% may be paid of the TAM15-TAM27 salary in the salary category 1 in the following situations:

- for a period of compulsory training involved in a degree or part of degree,
- for a period of summer traineeship of people studying at vocational institutes or in higher education.

If a person has had a traineeship with the same company in previous years, 80% of the TAM15-TAM27 salary in the salary category 1 may be paid on the second year and 90% of the TAM15-TAM27 salary in the salary category 1 on the third year.

### **Section 18 Payment of wages**

A note is added to the item 1 of the provision as follows:

1. Wages will be paid at least twice per month on the agreed wage payment days. Payment of wages once a month may be agreed locally. If the pay day falls on a Sunday or public holiday, then wages are paid on the preceding ordinary weekday.

## Protocol of signature

### **Note:**

The federations' joint goal is that the companies would permanently transfer to the payment of salaries once a month during the agreement period 2020-2021. This goal is supported by the implementation method of the salary settlement of 2021 and by the guidelines jointly prepared by the federations.

If the workplace switches to monthly salaries in accordance with section 19, the salary can be paid once a month.

### **Section 42 Training**

The heading and the content of the provision are amended as follows:

#### **Section 42 Training and development opportunities**

In addition to the regular annual working hours, the employer may direct employees to additional, in-service, equipment or safety training necessary for the performance of work or arrange development events for the improvement of productivity, efficiency and quality at workplace or at a place determined by the employer at maximum 8 hours per calendar year.

This time is deemed regular working hours that can be required in addition to the regular annual working hours agreed in the collective agreement. A salary with working hours and condition bonuses equalling the regular working hours salary will be paid during training or a development event.

Training and development events can be implemented so that the work shift is prolonged by the duration of the training or a development event, however, at maximum by two hours per day. Training or a development event may also be carried out as a whole day. Training or a development event may not be arranged on mid-week holidays.

Otherwise, the training activities comply with the regulations of the general agreement concluded between the federations.

### **Note:**

If the above-mentioned training or event is arranged outside the workplace, the provisions of section 23 on the compensation for travel expenses are applied.

## **GENERAL AGREEMENT**

### **3.3 Notifications**

The provision is amended as follows:

The union branch or corresponding party must notify the employer in writing of the elected shop stewards, the service of a deputy in place of a chief shop steward, the service of an occupational safety and health representative or a worker nominated to represent a certain work unit or occupation in safety matters in the duties of a shop steward or the service of shop stewards in occupational safety and health duties. An occupational safety and health representative must notify the employer in writing when a deputy takes the place of the occupational safety and health representative. The employer will notify the elected representatives of the persons who will negotiate with them on behalf of the company.

If the chief shop steward is prevented from taking care of their tasks for at least one month (does not apply to annual leaves), and the absence continues and no announcement of a deputy has been made to the employer, then their deputy will act as the deputy chief shop steward. If the occupational safety and health representative is prevented from taking care of their tasks for at least one month (does not apply to annual leaves), and the absence continues and no announcement of a deputy has been made to the employer before that, then their deputy will act as the deputy occupational safety and health representative also in situations other than in the situation described in section 3.2 of the General Agreement.

If the deputy to the chief shop steward or to the occupational safety and health representative handles the chief shop steward's tasks/occupational safety and health representative's tasks for at least two weeks, a monthly compensation will be paid for that period of time.

### **4.4 Deputies**

Paragraph 1 of the provision is changed to the following:

The provisions of this chapter apply to a deputy chief shop steward and to a deputy occupational safety and health representative for the period during which said deputy is serving as a deputy in accordance with this agreement.

## **CHAPTER 5 EMPLOYER'S DUTY TO PROVIDE INFORMATION**

### **Records of hours worked**

The law reference is updated to correspond to the new Working Hours Act:

A shop steward is entitled to examine the records of hours worked that are prepared pursuant to the Working Hours Act (872/2019).

## **4. Notes to the Protocol of Signature**

### **4.1 Continuous negotiation**

The aim of continuous negotiation is to promote cooperation at workplaces, develop employment and productivity in the industry, prepare amendments to collective agreements during the agreement period and prepare joint application guidelines for situations considered difficult at workplaces.

The parties shall follow the principle of continuous negotiation during the agreement period so that various themes are negotiated and solutions are sought during the agreement period. Other matters may also be negotiated by proposal of one of the parties.

Changes to the text agreed in the negotiations will be approved by the governing bodies of the parties, and they will enter into force at a separately agreed date.

The federations will review experiences on the application of the new 10-hour working hours provision. For that reason, the federations will deliver a questionnaire to the workplaces. Based on the experiences received, the federations will assess the development needs for the provision by 30 October 2021.

### **4.2 Salary development of the shop steward**

The federations will monitor during the agreement period how the provisions of the collective agreement are implemented in the salary development of the chief shop steward and the occupational safety and health representative at workplaces. If defects are detected, they will be discussed between the federations, and the companies will be instructed where necessary.

### **4.3 Working groups**

#### **4.3.1 Training task force between the Chemical Industry Federation of Finland and the Industrial Union**

The purpose of the training task force between the federations is to improve the joint courses and the trade union courses referred to in the general agreement with regard to their content, length and participation right by 31 May 2020. The duty of the task force is to agree on how small and medium-size enterprises are acknowledged in the number of courses and the participation right of staff representatives.

The Chemical Industry Federation of Finland requires that the training task force forms a joint view of the above-mentioned matters.

#### **4.3.2 Salary system working group, the collective agreement for the plastic product and the chemical product industries**

A work pair formed between the federations will familiarise itself during the agreement period with the application practices on the special conditions bonus of companies applying the salary system of the collective agreement. Based on the clarification, the work pair between the federation will present its observations to a working group between the federations for the assessment of the development need of the salary system.

#### **4.4 Preparedness for and promotion of local bargaining**

Local bargaining is a way to flexibly respond to companies' very different kinds of challenges, which result from changes in the operating environment and the customers' needs, for instance. A good and confidential negotiation relationship between local parties is the foundation for functioning interaction and agreeing. In addition, it is good that both parties have knowledge and skills that relate, among other things, to the understanding of collective agreements, negotiation competence, business economics and the development of production and service operations. Depending on the nature of matters to be negotiated and the size of the workplace, other persons at the workplace may also be heard in respect of local bargaining as experts. The functioning of local agreements requires regular monitoring and updating.

During the agreement period, the federations will arrange joint training, the purpose of which is to promote local bargaining and develop cooperation in the companies within the industries concerned.

#### **4.5 Recommendation for learning at workplace**

The parties consider it important that training at workplace promotes good work culture and effective learning. In the planning, implementation and assessment of a learning period, extensive and versatile cooperation between institutions and workplace representatives are required that takes into account the objectives of training.

A trainee's assignments meeting learning goals are agreed in the traineeship agreement in accordance with the guidelines of each institution. The goal is that after training, the trainee is able to assess the competence gained in studies in relation to the working life requirements and to compare their own competence in relation to them.

A workplace instructor is named for the trainee, who can be a supervisor, a salaried employee or an employee who has required competence. The task of the workplace instructor is to ensure that the goals of the training are met and the orientation and guidance are sufficient. A basic salary or, if a loss of earnings were to result, compensation for loss of earnings is paid to the workplace instructor.

#### **4.6 Well-being at work - "Hyvää huomista" programme**

Well-being at work includes the goals, purpose and content of work, leadership that recognises and aligns the varying needs, resources and strengths of the work community and individuals as well as management of skills within the working community to guide the business operations towards success.

The "Hyvää huomista" well-being programme launched jointly by the parties to the agreement in 2010 is an established tool promoting work well-being in the industry. Activities aiming towards extensive development of well-being at work will be continued.

A working group appointed by the employer and employee federations will look for new perspectives, ideas and concrete tools for companies to promote well-being at work and to increase productivity by building on previous experiences gained in the "Hyvää huomista" programme.

*Supporting the working capacity of older employees*

During the agreement period, the "Hyvää huomista" working group will especially focus on the identifying factors affecting the working capacity of employees of different ages and taking measures required for maintaining working capacity. The working group will prepare a recommendation to assist companies by utilising good practices of workplaces and researched data.

*Reducing the rate of illness*

In addition, the working group will monitor the development of absences due to illness with the goal being the reduction of absences. Where necessary, ways of resolving the production problems caused by absences are investigated.

Good practices, which have effect on the reduction of absences due to illness, are collected. These can be, for example, substitute work, early care, absence due to illness authorised by the employer and cooperation with the occupational health.

**4.7 Industrial peace**

The federations have prepared a joint negotiation memorandum on the interpretation of section 4 of the collective agreement.

**5. Validity of the agreement**

The collective agreement will remain in effect from 5 February 2020 to 31 December 2021, and thereafter for one year at a time unless either party has terminated it in writing no later than two months before the agreement expires.

The regulations of the collective agreement will remain in effect pending negotiations for a new collective agreement, until the new agreement is concluded or the negotiations have ended.



## Protocol of signature

### **6. Binding character and review of the protocol**

The binding character and period of validity of this protocol are the same as those of the collective agreement concluded between the parties. This Protocol has been drawn up in two identical copies, one for each Party. The signatures of the agreeing federations certify that this Protocol has been examined and approved.

Helsinki, 12 February 2020

#### CHEMICAL INDUSTRY FEDERATION OF FINLAND

Minna Etu-Seppälä

Jaana Neuvonen

Jenni Nisametdin

Juha Teerimäki

#### FINNISH PLASTICS INDUSTRIES FEDERATION

Vesa Kärhä

#### INDUSTRIAL UNION

Riku Aalto

Toni Laiho

Anna Tapio

## **PAY SYSTEM FOR EMPLOYEES IN THE PLASTIC AND CHEMICAL PRODUCTS INDUSTRIES**

### **1 Structure of the pay system**

The total personal wage of an employee shall consist of three elements; a job-related wage element based on the job classification, a personal wage element based on individual ability and performance, and a seniority bonus based on the length of continuous employment.

#### **Job classifications**

Job evaluations shall be performed using job grade indicators; the scope of ability/duties, the factors pertaining to responsibility and interaction, and to working conditions and the strain involved in discharging the duties as a whole. The federations have prepared scales and corresponding points for each indicator. An evaluation may result in a score of not less than 58 and not more than 186 points. The system for job evaluation used for determining the job-specific wage element of an employee and the instructions for introducing and maintaining this system are printed in a separate appendix. Job evaluation shall be performed jointly on the basis of job descriptions at workplaces by employer and employee representatives appointed to an evaluation team.

#### **Personal wage element**

A personal wage element may also be paid to an employee based on personal performance or other similar factors concerning said employee. Personal wage elements shall be determined systematically and the aspects to be assessed shall support the operating methods and goals of the enterprise. The commitment and approval of employees for the system will be secured when its content and adoption have already been discussed with employee representatives at the planning stage. The grounds used for assessing competence and performance shall be explained to the employees and their representatives, and the results of an assessment shall be explained to the individual employee in question, should the employee so desire. Discussions between supervisors and subordinates are the recommended approach to providing individual feedback and reviewing any need for training and qualification.

#### **Seniority bonus**

The seniority bonus shall be determined on the basis of the length of employment pursuant to Section 14 B of the collective agreement.

### **2 Wage setting**

In the pay system, an employee's personal wage is formed of an hourly or monthly wage according to the job classification and of any wage element determined in accordance with personal factors.

Shift work and other bonuses, incentive rates and any other result or profit bonus elements shall also be paid on the seniority bonus in accordance with the collective agreement for the plastic and chemical products industry.

### **3 Salaries according to job requirement category**

The job grade rates for employees aged over 18 years and of full working capacity are set out in Section 14 of the collective agreement.

### **Starting wage of a new employee**

A starting wage may be paid for a period of 6 months to employees who are new to the industry.

When determining the wages of a new employee in other respects the starting wage for the training period shall be the job grade rate paid for duties at the next grade below the grade rate concerned.

This wage shall be paid until the employee has adequately mastered the work in question. The duration of the training period will depend on the nature of the work and on the personal qualities of the employee. Said duration shall therefore be determined separately in each case.

### **4 Company-specific systems**

In company-specific pay systems working hours model-specific salary tables are generated such that they meet the job grade salary in accordance with the collective agreement. The comparison is only carried out when necessary to ensure that the employee receives the minimum salary in accordance with the collective agreement.

When using company-specific pay systems, a company-level agreement shall also be concluded on how to implement general increases in the collective agreement settlement and any agreed organisation and other increase elements in these systems.

### **5 Maintenance of the pay system and wages**

The federations affirm that enterprises should establish guidelines for maintaining the system.

The effect of a change on the job classification must be reviewed when any change occurs in a job or in the duties that it involves. Any wage increase arising from the change shall be implemented as of the beginning of the next wage payment period.

If an employee is transferred to new duties, or if the employee's duties change sufficiently to alter the job grade, then the employee's personal wage element may be cut.

Job descriptions and the job grades of employee duties shall be reviewed at regular intervals not exceeding one year. These reviews shall include an opportunity for employee representatives, or any assessment group established for the workplace, to submit its views on the job classification, on the effectiveness of the system and on any problems that may have emerged.

### **6 Guidelines and resolution of disputes**

The federations shall provide instructions and guidance in applying the salary system, and shall issue reasoned opinions on request. The bargaining system set out in Section 40 of the collective agreement for the plastic and chemical products industry shall be applied in cases of dispute.

The federations have prepared joint training materials to guide and direct local parties with respect to the content and maintenance and other aspects of a pay system.

## **7 Determination of the personal wage element**

The principles applied in determining the personal wage element are set out in Section 14 B of the collective agreement.

**COLLECTIVE AGREEMENT FOR THE PLASTIC AND CHEMICAL PRODUCTS INDUSTRIES**

**Job evaluation system**

<b>SKILLS/SCOPE OF DUTIES</b>	<b>Points</b>
<b>This factor assesses the overall scope of a job and the skills acquired through experience and/or training that are required to master the job.</b>	
<b>O1</b> Work that can readily be learned as a sole function and performed after a fairly short period of practical experience.	<b>30</b>
<b>O2</b> Varying work involving performance of a single working stage, use of an individual machine or production device, attendance to storage and transporting functions, etc. that requires some training or experience.	<b>40</b>
<b>O3</b> Duties requiring mastery of several working stages or machines, production lines or comparable complex entities, and knowledge of raw materials and products. Mastery of these functions will generally require the ability to eliminate minor disturbances and/or perform ordinary adjustments and other measures.	<b>55</b>
<b>O4</b> Demanding professional duties requiring good diversified vocational skills acquired through training and/or experience in mastering demanding machinery, equipment, several production lines and processes, their control systems, settings or otherwise demanding duties of production or plant services and the ability to work independently.	<b>75</b>
<b>O5</b> Important, demanding and responsible duties requiring special skills, whose management requires long-term experience, a high standard of vocational and specialist skills, and the ability to discharge planning, development and similar duties independently.	<b>100</b>

<b>RESPONSIBILITY</b>	
<b>Impact of decisions</b>	
<b>P1</b> Decisions mainly affect the outcome of the worker's own work.	<b>10</b>
<b>P2</b> Decisions directly affect the activities or results of a working group or team.	<b>16</b>
<b>P3</b> Decisions have a substantial impact on the activities or results of a several teams or an entire department.	<b>23</b>
<b>P4</b> Decisions have a substantial impact on the activities or results of several departments or the entire enterprise/workplace.	<b>31</b>

<b>INTERACTION</b>	
<b>Number, orientation and character of work connections involved in discharging duties.</b>	
<b>VU 1</b> Ordinary	<b>8</b>
<b>VU 2</b> Substantial	<b>16</b>
<b>VU 3</b> Demanding	<b>25</b>

## Pay system

<b>CONDITIONS</b> <b>Disturbing factors caused by conditions at the workplace, such as noise and poor lighting, heating problems, hazards caused by chemicals, dirt, working posture, restrictions of movement, problems of exposure etc.</b>	
<b>OS 1</b> Problem conditions or special hazards are rare.	<b>5</b>
<b>OS 2</b> Some problem conditions or hazards occur.	<b>10</b>
<b>OS 3</b> Substantial problem conditions arise at work leading the employee to devote a considerable share of working time to the use of one or more protective appliances that significantly impede the working process. Special hazards arise at work.	<b>15</b>

<b>STRAIN</b> <b>The overall physical or mental strain of the work and various associated duties, such as monotony, forced pace, physical energy consumption and exertion.</b>	
<b>K 1</b> The work entails only minor physical or mental strain.	<b>5</b>
<b>K 2</b> The work entails some degree of physical or mental strain or commitment.	<b>10</b>
<b>K 3</b> The work entails considerable physical or mental strain or commitment.	<b>15</b>

### SKILLS AND THE SCOPE OF DUTIES

**This factor gauges the overall scope of a job and the skills acquired through experience and/or training that are required to master the job.**

The classification of a job depends on the breadth of the overall duties involved and the depth, extent, diversity and comprehensiveness of the experience, expertise and skills that are required to discharge them.

### RESPONSIBILITY

**This factor gauges the importance and impact of the decisions that are required for performing the work and discharging the overall duties, having regard to the operations of the work team or organisation and the profitability of operations.**

The classification of a job depends on the magnitude of the financial effects of decisions and the impact of decisions on production, quality, the environment, labour protection and general safety, the extent to which decisions made at work affect the operations, goals and customers of the work team as well as the duration of these effects.

### INTERACTION

This factor gauges the number and orientation of work connections involved in discharging duties and the character of the impact on maintaining these connections.

The classification of interaction depends on the scale of the interaction network, the degree of spontaneous contact required for discharging the duties, and the extent to which this interaction is characteristically goal-directed.

## **CONDITIONS**

Disturbing factors caused by conditions at the workplace, such as noise and poor lighting, heating problems, hazards caused by chemicals, dirt, working posture, restrictions of movement, problems of exposure etc.

*Exceptional conditions:*

*A separate special conditions bonus may be paid to employees by company-level agreement in exceptional situations that occasionally arise at work and cannot be considered in this agreement. This bonus shall be paid for the working hours that are worked under such exceptional conditions.*

## **STRAIN**

Strain gauges the occurrence and magnitude of overall physical or mental strain factors in the work and in various associated duties.

## **GENERAL AGREEMENT**

### **CHAPTER 1 GENERAL REGULATIONS**

#### **Principle**

The parties shall seek to promote negotiating channels and bargaining in workplaces and influence tripartite preparation of social policymaking.

They seek to improve these objectives through various forms of cooperation and to assist in supervising compliance with any agreements concluded.

#### **Fundamental rights**

The fundamental right of citizens to freedom of association shall be inviolable. This shall apply to both employers and employees. Employees shall be entitled to establish and serve in trade union organisations and may suffer neither dismissal nor discrimination at work on this account. The staff of an enterprise shall be entitled to elect representatives to represent them in business transacted within the enterprise. The right of representatives to stand for election and their rights and duties are specified by statute and in this and other agreements. The health and safety, freedom from discrimination and equitable treatment of individual employees shall be a basic principle of agreed regulations.

#### **Right to manage**

The employer shall have the right to engage and dismiss employees and to determine the management of work.

#### **Negotiations between the parties and requests for statements**

Collective bargaining proposed by either party shall commence where possible without delay.

The parties may jointly request the opinion of EK and SAK on the interpretation of agreements.

On separate agreement with the employer, representatives nominated by the parties shall be entitled to inspect conditions at the workplaces of the members that they represent.

#### **Notice of industrial action**

The national conciliator and the other parties shall be notified, where possible, no later than four days before any political or sympathetic industrial action is taken. The notice shall specify the causes of the intended industrial action, the time when it begins and the scope of the action.

#### **Scope**

This agreement shall be applicable in the member companies of the Chemical Industry Federation of Finland KT, subject to the following restrictions. The workplaces referred to in this agreement shall mean the production units or corresponding operating units of the member companies of the Chemical Industry Federation of Finland KT.

#### **Organisational and other changes**

The cooperation organisation shall be brought into line with the amended size and structure of a workplace in accordance with the principles of this agreement when the operations of the



## General Agreement

workplace substantially contract or enlarge, or due to assignment of business operations, merger, incorporation or comparable substantial reorganisation.

### **References to applicable laws**

Except where otherwise agreed herein, the Act on Cooperation within Undertakings (334/2007) and the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006), not part of this agreement, shall apply.

## **CHAPTER 2 COOPERATION IN WORKPLACES**

### **Development activity**

In accordance with the principles of this agreement, employees and their representatives shall be able to take part in developing and implementing any change in work organisations, technology, working conditions and duties at work.

The enhancement process in industry and any associated application of new technology at work must seek more meaningful, varied and progressive employee duties and improved productivity. This will facilitate the personal development of employees at work and improve their ability to undertake new duties.

The measures adopted must not result in an increase in overall employee burden that jeopardises the health and safety of the employee.

Progress in productivity and production and staff development shall be monitored at the workplace through cooperation at regular intervals. The necessary monitoring systems and key figures shall be agreed locally.

### **Implementation of cooperation**

Cooperation between the employer and the employees may be arranged through a committee of permanent character, through task forces established for the purpose of implementing improvement projects or through negotiations between the employer and the staff. The enterprise and its employees shall be evenly represented on any task force that is convened for the purpose of implementing an improvement project. The employees shall nominate their own representatives, who shall primarily be employees at the improvement site in question.

Unless otherwise agreed, the committee referred to in the Finnish Act on Cooperation Within Undertakings shall be established for any enterprise or part thereof with a staff of more than 200 persons if all of the staff groups so desire.

A cooperation body may be set up by local agreement to consider matters arising from the implementation of development activities. This cooperation body may replace separate cooperation and labour protection commissions and other corresponding committees. To the extent locally agreed, the same cooperation body may also be responsible for activities and plans under the Finnish Act on Cooperation Within Undertakings, the Finnish Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, the Finnish Occupational Health Care Act (no. 1383 of 2001) and the Finnish Act on Equality Between Women and Men (no. 609 of 1986).

## General Agreement

In the event that the employer uses the services of an external consultant in enterprise development activities, the employer shall be responsible for ensuring that the activities of the consultant enterprise are consistent with this agreement.

It is important for the planning and practical implementation of development activities to be closely linked to the human resources policy of the enterprise, and particularly to staff recruitment, promotion of gender equality, internal transfers, training, communications, labour protection, maintenance of working capacity and workplace health care.

### **Working capacity activities**

Activities maintaining working capacity at workplaces take the form of cooperation between line management, human resources administration, occupational health care and the labour protection organisation. The principles of activities maintaining the working capacity and coping skills of workers shall be included in the action programme for labour protection or for occupational health care. Where so agreed, the foregoing principles may also be included in plans for development activities and corresponding measures prepared at the workplace. It shall be the duty of the head of labour protection and the labour protection delegate to participate in preparing, implementing and monitoring such plans.

## **CHAPTER 3 COOPERATION DUTIES AND ORGANISATIONS**

### **3.1 Regulations on shop stewards**

#### **Election**

Unless otherwise indicated in the wording of this agreement, an elected representative shall denote the chief shop steward elected by a union branch and the shop steward of a work department or corresponding unit. The union branch shall denote a registered affiliate association of the Industrial Union.

A shop steward shall be an employee of the workplace concerned and shall as such be familiar with conditions at said workplace. If only one shop steward has been elected for a workplace, then that person shall be the chief shop steward referred to in this agreement.

It may be agreed locally that the chief shop steward may attend to the duties of the labour protection delegate or vice-versa.

In addition to the election of a chief shop steward, the departments or corresponding units for which a shop steward is elected shall be locally agreed at the proposal of the union branch. Care shall then be taken to ensure that the agreed fields of operation are of suitable size and coverage to promote the transaction of business under the bargaining system. The assessment shall also consider the number of employees in the department concerned and the ability of the shop steward to meet said employees, having regard to shift work. It may be agreed locally that said shop steward may attend to the duties of the labour protection agent or vice-versa.

A union branch shall be entitled to arrange the election of a shop steward at the workplace. If the election takes place at the workplace, then all members of the union branch shall be given an opportunity to participate in the election. However, the organisation and completion of the election may not interfere with the work. The times and places of an election shall be agreed with the employer no later than 14 days before the election takes place. The employer shall give the persons appointed by the union branch an opportunity to arrange the election.

### **Joint position about the development needs**

At the beginning of the term of office of the chief elected representative, the employer shall discuss the general goals and training needs with them in order to develop the operational conditions of the company, local collective bargaining and the workplace and well-being at work.

### **Duties**

The principal function of a shop steward shall be to represent the union branch in matters concerning the application of the collective agreement. In addition, the shop steward shall also promote local collective bargaining and the development of the operations of the company.

The shop steward shall represent the union branch in matters concerning the application of labour legislation and in general relations between the employer and employee and issues pertaining to enterprise development. The shop steward shall also endeavour to maintain and improve bargaining and cooperation between the enterprise and the staff.

### **Negotiating procedure**

The shop steward shall be provided with all of the information that is pertinent to resolving any case of confusion or dispute concerning the wages of an employee or the application of legislation or agreements to an employment relationship.

Individual employees shall seek to resolve employment-related matters with their supervisors. An employee who has been unable to settle the foregoing matter with said supervisor directly may refer the question for consideration in negotiations between the shop steward of the department or corresponding unit and a representative of the employer. If the matter is not settled, then the shop steward may submit it to the chief shop steward.

When jointly requested by the local parties, a party to this agreement shall be entitled to send a representative to local negotiations arising from a dispute.

If a dispute arising at a workplace cannot be settled locally, then the negotiating procedure under the collective agreement shall be followed. Where a dispute arises concerning termination of the employment of a shop steward referred to in this agreement, negotiations shall also be initiated locally and between the federations, and conducted immediately after the grounds for termination have been disputed.

### **3.2 Regulations on labour protection**

The employer shall appoint a head of labour protection for the purpose of labour protection cooperation. The right of employees to elect a labour protection delegate and deputy delegates shall be determined in accordance with the Finnish Act on Supervision of Labour Protection and Appeals in Matters of Labour Protection.

### **Duties**

In addition to other functions falling within the scope of labour protection cooperation, it shall be the function of the head of labour protection to arrange, maintain and develop labour protection cooperation. The duties of a labour protection delegate are specified in the Finnish Act and Decree on Supervision of Labour Protection. An occupational safety delegate shall also promote local collective bargaining and the development of the operations of the company and

## General Agreement

perform other duties assigned thereto by statute and agreement. Unless other duties have been agreed locally, it shall be the duty of a labour protection agent to participate in processing and implementing matters of labour protection cooperation falling within the purview of said agent. A deputy delegate shall attend to any duties of a labour protection delegate when the latter is prevented from doing so, and said duties cannot be deferred for performance by the labour protection delegate after the impediment has ended.

### **Agent**

The selection, number, duties and spheres of activity of labour protection agents shall be agreed locally in accordance with the same selection principles as applied to the election of a shop steward in the third paragraph of Paragraph 3.1. Attention shall also be paid to labour protection risks and other factors affecting working conditions. The employees in the workplace shall elect one of their number to serve as the labour protection agent.

### **Labour protection commission**

The election of other cooperation bodies promoting labour protection and the appropriate forms of such cooperation shall be agreed locally, having regard to the nature of the workplace, to its scope and to the number of employees therein, to the nature of their duties and to the other circumstances. Unless other forms of cooperation are agreed, a labour protection commission shall be established for the purpose of labour protection cooperation.

### **Limitation of scope**

The labour protection regulations of this agreement shall apply when no fewer than 20 employees work regularly at the workplace. Notwithstanding the regulation of the preceding sentence, a labour protection delegate shall be correspondingly elected when there are no fewer than 10 employees in a workplace.

### **3.3 Notifications**

The union branch or corresponding party shall notify the employer in writing of the elected shop stewards, the service of a deputy in place of a shop steward, the service of a labour protection delegate or labour protection agent in the duties of a shop steward or the service of shop stewards in occupational safety and health duties. A labour protection delegate shall notify the employer in writing when a deputy takes the place of the labour protection delegate. The employer shall notify the elected representatives of the persons who will negotiate with them on behalf of the enterprise.

If the chief shop steward is prevented from taking care of their tasks for at least one month (does not apply to annual leaves), and the absence continues and no announcement of a deputy has been made to the employer, then their deputy will act as the deputy chief shop steward. If the occupational safety and health representative is prevented from taking care of their tasks for at least one month (does not apply to annual leaves), and the absence continues and no announcement of a deputy has been made to the employer before that, then their deputy will act as the deputy occupational safety and health representative also in situations other than in the situation described in section 3.2 of the General Agreement.

If the deputy to the chief shop steward or to the occupational safety and health representative handles the chief shop steward's tasks/occupational safety and health representative's tasks for at least two weeks, a monthly compensation will be paid for that period of time.

## **CHAPTER 4 REGULATIONS ON THE STATUS OF SHOP STEWARDS, INDUSTRIAL SAFETY DELEGATES AND LABOUR PROTECTION OMBUDSMEN**

### **4.1 Release from work and compensation for lost earnings**

#### **Release from work**

Temporary, regularly repeated or complete release from working duties shall be arranged where necessary for the chief shop steward and labour protection delegate for the purpose of attending to their assigned duties. Temporary release from work shall be arranged as necessary for shop stewards other than the chief shop steward, labour protection agents and other staff representatives involved in the cooperation between the enterprise and its staff that is required by this agreement.

Assessment of the need for such release from work shall allow for such factors as the number of employees in the staff group concerned, the nature of production and operations and the volume of duties required.

If a chief shop steward or labour protection delegate has been released from work for regularly repeating periods, then said representative shall primarily attend to the duties concerned at these times. However, management shall also grant release from work at other times that are suitable from the point of view of the work in order to attend to essential business. The employer shall compensate the chief shop steward and labour protection delegate for any loss of earnings with respect to said periods.

Unless otherwise agreed based on the above, the chief shop steward and the occupational safety delegate shall have the right to obtain release for the execution of their duties as specified in section 34 of the collective agreement.

#### **Compensation for loss of earnings**

The employer shall pay compensation for the earnings lost by a staff representative referred to in this agreement through working time spent either in local negotiations with the employer's representative or in serving in other functions agreed with the employer.

The calculation of compensation for lost earnings shall be based on average hourly earnings under the collective agreement.

#### **Chief shop steward remuneration**

The monthly compensation payable to a chief shop steward has been settled in Section 34 of the collective agreement.

#### **Labour protection delegate remuneration**

A labour protection delegate shall be compensated for any loss of earnings arising from attendance during working hours to the labour protection duties referred to above, and shall also receive the monthly compensation stipulated in Section 34 of the collective agreement unless otherwise agreed.

### **Simultaneous conduction of the duties of the chief shop stewards and the occupational safety delegate**

If a person is elected as both the chief shop steward and the occupational safety delegate, they shall be paid the compensation for both duties according to section 34 of the collective agreement.

In the event that the same person performs combined shop steward and labour protection duties, this shall be considered a factor tending to increase the agreed length of release from work.

### **Conducting duties in an elected capacity outside the working time**

If a shop steward, an occupational safety delegate, a labour protection agent or a member of a labour protection commission or another corresponding cooperation body performs duties agreed with the employer outside of regular working hours, then overtime wages shall be paid for the time spent or some other form of additional compensation shall be agreed with the person concerned.

## **4.2 Status**

### **Employment**

The employment status of a shop steward, labour protection delegate, labour protection agent and other staff representatives with respect to the employer shall be the same regardless of whether the person concerned performs the duties of the position in addition to the work of an employee or whether said person has been granted full or partial release from work. The person in question shall be required to comply with the general regulations governing the terms, hours and management of work and with other administrative rules.

### **Premises**

The employer shall arrange an appropriate place for the chief shop steward and labour protection delegate to keep the materials that are required to perform their duties. Should the size of the workplace require special premises, the employer shall arrange appropriate premises at which the discussions necessary for performing the duties of said representative may be conducted. The chief shop steward and labour protection delegate shall be entitled to use the office and similar equipment that is customarily used at the enterprise to attend to their representative duties.

As a joint interpretation, the federations find that the computer hardware and associated software programs and Internet connections (email) that are generally used in the enterprise fall within the range of customary office equipment. The assessment may consider such factors as the size of the company, the extent of the duties of the chief shop steward or occupational safety delegate and the need arising from these duties as well as the amount of time used. The practical arrangements shall be agreed locally.

### **Wage security and protection against transfer**

The opportunities of a shop steward or labour protection delegate for personal development and vocational advancement may not be impaired on account of the duties. Said representative may not, while attending to these duties or on account thereof, be assigned to work at lower pay than at the time when the employee was elected to the position in question. Neither may said employee be transferred to work of lower value if the employer is capable of offering the representative other work corresponding to the vocational skills of the employee concerned. If the working duties of a person elected to serve as a chief shop steward or labour protection delegate hamper attendance to the duties of said representative, then other work shall be arranged for said employee, having regard to conditions at the workplace and to the vocational skills of the employee. Arrangements of this kind may cause no reduction in the earnings of the person concerned. Changes in the earnings of a chief shop steward and labour protection delegate shall correspond to changes in earnings occurring within the enterprise.

In the event that a labour protection agent is temporarily required to transfer to work outside of the sphere of activities proper of said agent, efforts shall be made to ensure that the transfer does not unreasonably impede attendance to the duties of labour protection agent.

### **Assignment of business operations**

The status of a chief shop steward and a labour protection delegate shall continue as such notwithstanding assignment of business operations if the assigned business or part thereof retains its independence. If a business or part thereof to be assigned loses its independence, then the chief shop steward and labour protection delegate shall be entitled to the subsequent protection referred to in Paragraph 4.3 of this agreement as of the end of the term of office arising from the assignment of business operations.

### **Maintenance of vocational skills**

After the term of office of a chief shop steward or labour protection delegate has ended, said employee and the employer shall jointly determine whether maintenance of the employee's vocational skills requires vocational training for the employee's former duties or for corresponding duties. The employer shall arrange any training that is required by said determination. When deciding the content of such training attention shall be paid to release from work, to the length of the term of office as an elected representative, and to any changes in working methods that have occurred during said period.

When arranging vocational training the employer shall enable elected representatives and labour protection delegates to participate in vocational training during their terms of office in the same way as other staff.

## **4.3 Security of employment**

### **Dismissal on grounds of finance and production**

In the event that the workforce of the enterprise is dismissed or laid off for reasons of finance or production, such measures may not affect the chief shop steward or labour protection delegate unless the operations of the production unit are entirely discontinued. This regulation shall not apply, however, if it is jointly verified with the chief shop steward or labour protection delegate that no work can be offered thereto that corresponds to said employee's vocation or is otherwise suitable for said employee.

### **Individual protection**

A shop steward other than a chief shop steward may be dismissed or laid off in accordance with Paragraph 2 of Section 10 of Chapter 7 of the Finnish Employment Contracts Act only when the work entirely ends and the employer is unable to arrange work for the shop steward that corresponds to said employee's vocational skills, or to retrain the employee for other duties in the manner referred to in Section 4 of Chapter 7 of said Act.

A shop steward or labour protection delegate may not be dismissed for reasons that are individual to said person without the consent of a majority of the employees represented by said person, as required by Paragraph 1 of Section 10 of Chapter 7 of the Finnish Employment Contracts Act.

The employment contract of a shop steward or labour protection delegate may not be rescinded in a manner contrary to Sections 1-3 of Chapter 8 of the Finnish Employment Contracts Act. Rescission of the employment contract on the grounds that said elected official has infringed administrative rules shall not be possible unless said employee has also repeatedly and substantially failed to comply despite being cautioned for so doing.

A shop steward or labour protection delegate may not be disadvantaged with respect to other employees when assessing the grounds for rescinding the employment contract of the employee.

### **Protection of candidates**

The foregoing regulations on security of employment shall also apply to a candidate for the position of chief shop steward appointed by a meeting of the union branch, whose candidature the union branch has notified to the employer in writing, and to a candidate for the position of labour protection delegate, the candidature of whom has been notified in writing to the labour protection commission or to another corresponding cooperation body.

Protection of candidates shall nevertheless begin no sooner than three months before the start of the term of office of the chief shop steward or labour protection delegate to be elected, and shall expire with respect to a candidate who is not elected when the outcome of the election has been verified.

### **Subsequent protection**

The regulations on security of employment shall also continue to apply to an employee who has served as a chief shop steward or labour protection delegate for a further period of six months after said employee's term of office comes to an end.



### **Compensation**

If the employment contract of a shop steward or labour protection delegate has been discontinued in a manner contrary to this agreement, then the employer shall pay compensation of no less than 10 months' and no more than 30 months' wages to the person concerned. The compensation shall be determined according to the principles set out in Paragraph 2 of Section 2 of Chapter 12 of the Finnish Employment Contracts Act. Infringement of rights under this contract shall be considered an aggravating factor that increases the compensation payable. The foregoing compensation for a labour protection delegate shall be no less than 4 months' wages and no more than the compensation determined according to Paragraph 1 of Section 2 of Chapter 12 of the Finnish Employment Contracts Act when no more than 20 employees and salaried employees work regularly at a production unit or corresponding operating unit.

Compensation for unfounded layoff under this agreement shall be determined according to Paragraph 1 of Section 1 of Chapter 12 of the Finnish Employment Contracts Act.

### **Consideration by the federations**

Disputes concerning termination of the employment contract of a shop steward or labour protection delegate shall be reported without undue delay to the employers' federation, which shall inform the employees' trade union of the matter.

The federations shall, without undue delay, investigate the underlying factors relating to the termination of employment with the assistance of the relevant parties.

Within one week of concluding this investigation the federations shall discuss the disputes arising from the dismissal of a shop steward and a labour protection delegate in inter-federation negotiations and shall submit their views on the matter. The employer shall be advised of the view of the federations.

### **4.4 Deputies**

The provisions of this chapter apply to a deputy chief shop steward and to a deputy occupational safety and health representative for the period during which said deputy is serving as a deputy in accordance with this agreement.

If the employer terminates the employment of the deputy of a chief shop steward/labour protection delegate or lays him or her off when he or she is not acting as the deputy of a chief shop steward/labour protection vice-delegate or does not otherwise have the position of a shop steward/labour protection delegate, the reason for the termination or layoff shall be deemed to have been the employee's position unless the employer can prove that the action was caused by some other reason.

## **CHAPTER 5 EMPLOYER'S DUTY TO PROVIDE INFORMATION**

### **Wage statistics and staff data**

Unless otherwise locally agreed, the employer shall, without being requested, provide the chief shop steward, for the purpose of discharging said representative's duties, with the information corresponding to the quarterly statistics of the Confederation of Finnish Industries – EK concerning the earnings level and structure of employees falling within the scope of operations of said representative immediately upon completion of the Confederation wage statistics, provided that the industry statistical breakdown of wage data to be collected from the enterprise can be performed. No earnings data shall be provided on occupational groups of fewer than six persons.

If there are no wage statistics of required content for an industry or workplace, then the wage data to be provided to a chief shop steward shall be separately agreed.

The employer shall also, unless otherwise locally agreed, supply the written details of the names and wage scales or corresponding categories of employees working within the scope of operations of said representative and of the time when their employment began without a separate request. These details shall be provided at annual intervals on the employees on the enterprise payroll at the time.

A chief shop steward shall be entitled to examine the current work pricing systems used in said representative's sphere of operations at the enterprise and the regulations governing the determination and calculation of the working condition bonuses used in various forms of remuneration. A chief shop steward and a labour protection delegate shall be entitled to details of any subcontractors working in their spheres of operation and of the labour serving said subcontractors at the workplace.

### **Details of outside labour**

The employer shall advise the chief shop steward in advance of any outside labour involved in production and maintenance work. If this is not possible on account of the urgency of the work or for a similar reason, then said advice may exceptionally be given afterwards and without delay. The labour protection delegate shall also be notified of the foregoing matters where possible.

### **Students on an apprenticeship or a learning agreement**

The employer shall inform the chief shop steward of new students under an apprenticeship or a learning agreement.

### **Records of hours worked**

A shop steward shall be entitled to examine the records of hours worked that are prepared pursuant to the Finnish Hours of Work Act (no. 872 of 2019).

### **Confidentiality of information**

Shop stewards shall receive the aforementioned information in confidence and for the purpose of performing their duties.

### **Statutes**

The employer shall procure the necessary laws, decrees and other labour protection regulations for use by the labour protection delegate, labour protection agent and other labour protection bodies in performing their assigned duties.

### **Details of the enterprise**

Details of the financial condition of the company provided to the chief shop steward in accordance with section 10 of chapter 3 of the Act on Cooperation within Undertakings without a separate request:

- 1) the financial statement or information about the results of a company referred to in the Securities Market Act as soon as they have been published, and the financial statement of any other company no later than when it has been confirmed or, if the financial statements are not to be confirmed, when the tax return is to be filed,
- 2) at least twice during the financial period, a uniform statement of the company's financial situation, indicating, as a minimum, the outlook for the company's production, services or other operations, employment, profitability and cost structure.

The employer shall, by request of representatives of the staff groups, present the outlook stated in the statement referred to in paragraph 2 for the entire staff in accordance with the principles and practices of internal communications referred to in section 18 of the Act on Cooperation within Undertakings. If the regular number of employees in an employment relationship with the company is at least 20 but less than 30, the employer may present the statement referred to in paragraph 2 in an event organised for the entire staff of the company.

The employer shall, without delay, inform the representatives of staff groups or, in the cases mentioned in the previous paragraph, the entire staff of any changes which materially differ from the outlook presented in the statements referred to in paragraph 2.

### **Duty of confidentiality**

The duty of confidentiality shall be governed by Section 57 of the Finnish Act on Cooperation Within Undertakings.

## **CHAPTER 6 EXCHANGE OF INFORMATION BETWEEN STAFF AND ARRANGEMENTS FOR MEETINGS**

A registered affiliate of the Industrial Union and a branch or workshop collective thereof shall be entitled to arrange meetings at the workplace or in other suitable premises to discuss labour market issues or matters concerning employment contracts at the workplace as agreed between the federations or in accordance with custom and practice at the workplace.

Outside of working hours, either before the start of working hours, during a meal break or after the end of working hours, the aforementioned staff collective shall be entitled to distribute notices of its meetings or written communications concerning employment contracts at the workplace or general labour market issues to its members, in a canteen, locker room or other corresponding premises agreed with the employer outside of the workplace proper such as a factory hall. Communications shall specify the party that distributes them.

## General Agreement

If a staff newsletter is circulated at the workplace, then the aforementioned staff collective shall be entitled to use this to publish the notices of meetings or communications referred to above or to publish them on a noticeboard designated by the employer for the use of employees. The notifying party shall be responsible for the content and care of the noticeboard.

### **CHAPTER 7 TRAINING**

#### **7.1 Vocational training**

When the employer provides vocational training for the employee or sends the employee to training events associated with the employee's vocation during working hours, compensation shall be paid for the direct costs of the training and for loss of earnings from regular working hours reckoned in accordance with average hourly earnings. The compensation for the loss of earnings from regular working hours shall be paid for both course time outside of and travel times during regular working hours.

The wages of an employee paid by the week or month shall not be reduced over the period of the course or of the travelling time required by the course.

If the training takes place outside of regular working hours, participation must be separately agreed with the employee in question. In a situation like this, the direct costs arising from the training are compensated for. The basis of compensation for attending will be agreed locally as necessary.

The status of training under this Section shall be verified before enrolling for the training event.

Direct costs shall refer to travel expenses, course fees, the cost of any learning materials according to the course programme as well as the cost of full board in residential courses.

#### **7.2 Joint training**

Training to promote workplace cooperation shall be arranged at the workplace or elsewhere by the national labour and employer confederations or by their affiliated federations jointly, by joint cooperation organs of the national labour and employer confederations or their affiliated federations, or by the employer and employees collectively.

The parties to the agreement note that joint training will generally be most purposeful when carried out workplace-specifically, thereby optimising consideration for local conditions. The basic labour protection cooperation courses and the specialist courses that are necessary for labour protection cooperation shall be included in the joint training referred to herein. Members of the labour protection commission, the labour protection delegate, the deputy labour protection delegate and a labour protection agent may participate in the basic labour protection course and the labour protection delegate may participate in the specialist course under the conditions specified herein.

Compensation shall be paid to those involved in said training as stipulated in Paragraph 7.1. Participation in training shall be agreed locally by the appropriate cooperation body or between the employer and a shop steward, depending on the nature of the training. The regulations on joint training shall also apply to training in participation systems and local bargaining. Participation in training may also be agreed between the employer and the person concerned. The parties shall seek to take joint measures to arrange training services in participation systems and local bargaining. The parties shall monitor implementation of such services.

### **Entry on record:**

The shop steward and the occupational safety delegate shall have the right, without loss of earnings, to participate in training organised jointly by the Chemical Industry Federation of Finland and Industrial Union in order to promote local collective bargaining or well-being at work.

### **7.3 Trade union training, retention of employment and notification periods**

Employees shall be given an opportunity to participate in courses arranged by SAK and the Industrial Union lasting for no longer than one month without interrupting the employment of said employees where such participation is possible without causing substantial harm to production or enterprise operations. Attention shall be paid to the size of the workplace when assessing said inconvenience. In the event of refusal of permission, the chief shop steward shall be notified, no later than 10 days before the beginning of the course, of the grounds on which granting of discharge would cause substantial harm. It would be desirable in such cases to investigate jointly the prospects for attending the course at some other time when there would be no impediment to doing so.

The intention to attend a course shall be notified at the earliest opportunity. Said notification must be submitted no later than three weeks before the course begins for courses lasting for no longer than one week and no later than six weeks before the start of longer courses.

Before a person takes part in a training event as referred to above, the measures arising from said participation shall be agreed with the employer and the question of whether the training event is one for which the employer pays compensation to the employee under this agreement shall be specifically ascertained in advance. The scope of said compensation shall likewise be determined.

### **7.4 Compensation**

For courses that have been approved by the unions' joint training task force and are arranged at a training institute of SAK and the Industrial Union, or for special reasons also elsewhere, the employer shall be required to compensate a shop steward, a deputy chief shop steward, a labour protection delegate or deputy labour protection delegate, a member of the labour protection commission and a labour protection agent for earnings lost in respect of the training required for their duties, for a period not exceeding one month in the case of the aforementioned shop stewards, and for a period not exceeding two weeks in the case of persons engaged in elected labour protection functions. Compensation shall likewise be paid for shop steward training events arranged at the aforementioned training institutes for a period not exceeding one month for the chairperson of a union branch if the person concerned is employed at an enterprise with no fewer than 100 employees in the industry concerned, and the union branch that is led by said chairperson has no fewer than 50 members.

In compensation for the cost incurred by the course organiser in providing meals, the meal allowances shall also be paid for each course day attended by the employees referred to in the preceding paragraph, for which compensation is paid for loss of earnings. In 2020, the meal allowance amount was €25.56. The amount of the meal allowance for the next calendar year shall always be confirmed by the end of September in the preceding calendar year by adjusting the amount of the previous meal allowance with the change that took place in the cost of life index between July preceding the review period and July of the review period.

## General Agreement

Example: The amount of meal allowance for 2019 shall be determined in September 2018 based on the cost of life index change during the period July 2017–July 2018.

The employer shall be required to pay the compensation referred to in this paragraph only once to the same person for the same training event or for a training event of comparable content.

### **7.5 Social benefits**

Participation in the trade union training referred to in this agreement for no longer than one month shall cause no loss of annual holiday, pension or other comparable benefits.

## **CHAPTER 8 USE OF OUTSIDE LABOUR**

### **8.1 BACKGROUND**

There are two ways in which outside labour is used in enterprises. On the one hand such use may be based on a sales, procurement, subcontracting, leasing, assignment, work performance or other contract between businesses, whereby the required work is performed by an outside enterprise with no involvement of the other contracting party in the performance of this work. In practice operations based on a contract of this kind are generally characterised as procurement or subcontracting.

On the other hand, use of outside labour may be based on leasing of labour from an agency, whereby loaned employees supplied by businesses that procure labour perform work for another employer under the direction and supervision of said employer.

The first of these situations is referred to below as subcontracting and the second situation is called leasing of labour.

## General Agreement

A clause shall be included in contracts concerning subcontracting or leasing of labour whereby the subcontractor or the enterprise that leases labour undertakes to comply with the general collective agreement in its industry and with labour and social legislation.

### 8.2 Subcontracting

If any exceptional need arises to reduce the workforce of the enterprise due to subcontracting, then the enterprise shall endeavour to assign the employees concerned to other duties within the enterprise and, should this not be possible, shall urge the subcontractor, if in need of labour, to hire the released employees who are suitable for the subcontracted work for work on their former wage benefits.

Service agreements shall not be formulated as contracts between independent entrepreneurs when the true nature of the relationship is that of an employment contract.

### 8.3 Leased labour

Enterprises shall limit the use of agency workers to the equilibration of peak workloads or otherwise to functions that are so limited in duration and nature that they cannot be assigned to the employees of the enterprise due to the urgency of the work, its limited duration, its vocational requirements, special equipment requirements, or other corresponding factors.

Leasing of labour shall be unhealthy if the leased employees assigned by the various enterprises that procure the labour perform the normal work of the enterprise alongside its permanent employees and under the same management for an extended period.

Enterprises using agency workers must, on request, give an explanation to the chief shop steward of issues pertaining to the work of such employees.

## CHAPTER 9 BINDING CHARACTER OF AGREEMENT

This agreement shall remain in force as part of the collective agreement.

## Holiday Pay Agreement

### HOLIDAY PAY AGREEMENT 2005

Pursuant to section 30 of the Finnish Annual Holidays Act, the undersigned national labour and employers' confederations have concluded the following collective agreement on calculating annual holiday pay and holiday compensation:

#### 1 § Scope

This Agreement shall apply to employees in accordance with the Annual Holidays Act, § 11.

#### 2 § Annual holiday pay and holiday compensation

- 1) The basis for calculating the annual holiday pay and holiday compensation of an employee shall be the employee's average hourly earnings, which shall be calculated by dividing the wages that have been paid or are due to the employee for time at work during the leave-earning year excluding any bonuses paid in addition to basic wages for emergency work and statutory or collective agreement overtime by the corresponding number of working hours.
- 2) The employee's annual holiday pay and holiday compensation are calculated by multiplying the employee's average hourly earnings referred to at point 1 by the factor specified in the following table determined on the basis of the number of days of holiday referred to in Section 5 and Paragraph 1 of Section 6 of the Finnish Annual Holidays Act:

Number	Holiday days factor
2	16.0
3	23.5
4	31.0
5	37.8
6	44.5
7	51.1
8	57.6
9	64.8
10	72.0
11	79.2
12	86.4
13	94.0
14	101.6
15	108.8
16	116.0
17	123.6
18	131.2
19	138.8
20	146.4
21	154.4
22	162.4
23	170.0
24	177.6
25	185.2
26	192.8
27	200.0
28	207.2
29	214.8
30	222.4



## Holiday Pay Agreement

If there are more than 30 days of holiday, then the factor shall be increased by 7.2 per day of holiday.

However, if the employee has worked fewer than 8 regular hours per day during the leave-earning year, then annual holiday pay and holiday compensation shall correspondingly be calculated by multiplying the average hourly pay by the figure obtained by multiplying the foregoing factor by the ratio of the weekly number of regular working hours out of 40 hours.

### **3 § Time equivalent to working**

Any time for which the employee has been granted release from work in order to participate in a meeting of the employee's trade union or a meeting of its delegate council, commission or corresponding administrative body shall be counted as working time when determining the length of the annual holiday. Any job release time for participation in the delegate conference or general council meetings of the Central Organisation of Finnish Trade Unions – SAK shall likewise be counted as working time. The employee shall render a proper account of the time required for participation in the meeting when requesting the job release in question.

### **4 § Binding character of agreement**

This agreement shall remain in force as part of the collective agreement.

## **AGREEMENT ON PROTECTION AGAINST DISMISSAL**

### **I GENERAL PROVISIONS**

#### **1 § General scope**

This agreement shall concern the termination of a regular employment contract for reasons pertaining to the conduct or person of an individual employee, employee resignations, and the procedures governing redundancies or employee layoffs on grounds of finance or production. The agreement shall not apply to employment contracts referred to in

1. the Seafarers' Employment Contracts Act (756/2011),
2. the Law on Vocational Education and Training (531/2017).

#### **Application instructions**

##### **General scope**

The agreement shall mainly govern the termination of a regular employment contract for reasons pertaining to the individual employee.

Besides the cases explicitly referred to in Section 1, the agreement shall not govern:

1. Rescission of employment contract pursuant to Sections 1 and 3 of Chapter 8 of the Finnish Employment Contracts Act.
2. Fixed-term employment contracts concluded pursuant to Paragraph 2 of Section 3 of Chapter 1 of the Finnish Employment Contracts Act.
3. Rescission of employment contract during a trial period, pursuant to Paragraph 4 of Section 4 of Chapter 1 of the Finnish Employment Contracts Act.
4. Termination of employment on grounds of finance and production (redundancy), pursuant to Sections 3–4 of Chapter 7 of the Finnish Employment Contracts Act.
5. The cases referred to in Sections 5 and 7–8 of Chapter 7 of the Finnish Employment Contracts Act (assignment of business operations, enterprise restructuring, death and bankruptcy of the employer).

Disputes arising in the aforementioned cases falling outside the scope of the agreement are heard before the general courts in accordance with the Finnish Employment Contracts Act.

An investigation may be conducted under this agreement into whether termination pursuant to Sections 3–4 of Chapter 7 of the Finnish Employment Contracts Act was really due to reasons pertaining to the conduct or person of the individual employee, and whether the employer had adequate grounds for dismissing the employee on the grounds referred to in Section 4 of the agreement under circumstances in which the employment contract was rescinded pursuant to Paragraph 1 of Section 1 of Chapter 8 of said Act.

Rescission of employment contract during a trial period is governed by the procedural provisions of Sections 1–2 and 4–5 of Chapter 9 of the Finnish Employment Contracts Act.

## Agreement on protection against dismissal

The procedural provisions of Chapters I, III and IV of this agreement shall nevertheless also govern cases of employee redundancy or layoff on grounds of finance or production.

### **2 § Grounds for termination of employment**

The employer may not terminate the employment contract of an employee without substantial and pressing grounds pursuant to Sections 1–2 of Chapter 7 of the Finnish Employment Contracts Act.

#### **Application instructions**

This provision corresponds to Sections 1–2 of Chapter 7 of the Finnish Employment Contracts Act, which specifies the grounds for dismissal pertaining to the individual employee.

Paragraph 2 of Section 2 of Chapter 7 of the Finnish Employment Contracts Act gives a separate list of some reasons that at least may not be considered substantial and pressing grounds for dismissal.

Substantial and pressing grounds shall denote reasons depending on the individual employee, such as neglect of duties, contravention of instructions issued by the employer within the limits of the employer's right of direction, unfounded absence from work and recklessness at work.

Efforts have been made above to specify the concept of substantial and pressing grounds by listing certain examples of cases in which termination of employment by dismissal may be permitted under the agreement.

According to the Finnish Employment Contracts Act, the factors that are significant when assessing how substantial and pressing the grounds for dismissal are include the seriousness of any negligence or infringement arising from the employment contract or statute.

The overall circumstances of the employer and the employee must be taken into consideration when assessing how substantial and pressing are the grounds for termination pertaining to the individual employee. This means that the adequacy of the grounds for dismissal must be assessed by comprehensive consideration of all of the facts in the case.

Grounds that would adequately justify rescinding the employment contract pursuant to the Finnish Employment Contracts Act shall also be deemed to constitute grounds for dismissal.

The grounds for terminating an employment contract are further described in the commentary to the government bill for said Act (HE 157/2000).

### 3 § Periods of notice

The *employer* shall observe the following periods of notice:

	Length of continuous employment	Period of notice
1	no more than one year	14 days
2	more than one year but no more than 4 years	1 month
3	more than 4 years but no more than 8 years	2 months
4	more than 8 years but no more than 12 years	4 months
5	more than 12 years	6 months

The *employee* shall observe the following periods of notice:

	Length of continuous employment	Period of notice
1	no more than 5 years	14 days
2	more than 5 years	1 month

#### Application instructions

#### Determining the duration of employment

Only the time when the employee was continually in the service of the employer in the same employment relationship shall be counted when calculating the length of employment for the purpose of determining the period of notice. Assignment of business operations, maternity and parental leave, and care leave, compulsory military service or study leave, for example, shall not interrupt the employment relationship.

Besides the continuous nature of the employment, the time accruing to the duration of employment and extending the period of notice must also be investigated. With respect to compulsory military service, time of this kind is only the time when the employee was continually in the employer's service before completing compulsory military service under the Conscription Act (1438/2007) and the period thereafter, provided that the employee returned to work pursuant to said Act. The actual time spent in military service is, therefore, not counted as part of the duration of employment.

#### Calculation of time limits

There are no special provisions in labour law or collective agreements governing the calculation of time limits. The time limit calculation provisions of the Finnish Act on Calculation of Prescribed Time Limits (*laki säädettyjen määräaikain laskemisesta*, no. 150 of 1930) are generally observed when calculating time limits such as periods of notice pertaining to employment relationships. This means that the following rules are applied when calculating the time limits referred to in the Agreement on Protection Against Dismissal unless otherwise agreed.

1. If a period of time is defined as a certain number of days after a specified date, then the time limit shall not include the date on which the measure was performed.

## Agreement on protection against dismissal

### Example 1

If an employer lays off an employee with 14 days' notice of layoff on 1 March, then the first day of layoff is 16 March.

2. A period of time defined as a certain number of weeks, months or years after a specified date shall end on the day of the stipulated week or month that corresponds in name or ordinal number to said date. If there is no corresponding day in the month when the time limit expires, then the last day of said month shall be deemed to be the end of the time limit.

### Example 2

In the event that, on 30 July, an employer dismisses an employee whose uninterrupted employment has continued for more than four years but no longer than eight years and whose period of notice is therefore two months, then the last day of employment shall be 30 September. If said dismissal occurs on 31 July, then the last day of employment shall likewise be 30 September, as there is no day with a corresponding ordinal number in September upon which the time limit would end.

Even when a stipulated date or the last day of a time limit in dismissal falls on a Sunday, Finnish Independence Day (6 December), 1 May, Christmas or Midsummer's Eve or an ordinary Saturday, said day shall nevertheless be the date when the employment ends.

### **Passage of the period of notice and fixed-term contract of employment**

If the employment contract of an employee has been terminated on grounds of finance and production and work is still available after the period of notice has ended, then a fixed-term contract of employment may be concluded with the employee for performance of the remaining work.

### **4 § Failure to comply with the period of notice**

An employer who fails to observe the period of notice when terminating an employment contract shall compensate the employee by paying full wages for a term corresponding to the period of notice.

An employee who fails to comply with the period of notice shall be required to pay the employer a non-recurrent sum in compensation corresponding to the wages for the period of notice. Subject to the limitations of Section 17 of Chapter 2 of the Finnish Employment Contracts Act governing the employer's right of set-off, the employer may withhold said sum from the final wage payment payable to the employee.

If only part of the period of notice has been observed, this liability shall be limited to a sum corresponding to the pay due for the portion of the period of notice that was not observed.

### **Application instructions**

*The infringements referred to in this agreement clause concern negligence by the other contracting party. Wages in such cases shall be calculated in accordance with the sick leave pay provisions of the industry-specific collective agreement.*

## Agreement on protection against dismissal

These provisions have no bearing on cases in which the employee is left without work while the employment continues. Such cases shall be governed by the collective agreement provisions or custom and practice of the sector concerned.

### **5 § Notifying termination of employment**

Notification of termination of an employment contract shall be served on the employer, the employer's representative or the employee in person. If this is not possible, then said notification may be delivered by letter or electronically. The recipient shall be deemed to have learned of such notification no later than on the seventh day following the date of its dispatch.

If, however, the employee is on annual holiday according to law or agreement, or on a period of leave of no less than two weeks granted in order to achieve an average number of working hours, then termination of employment contract based on a notification sent by letter or electronically shall be deemed to have been served no sooner than on the day following the end of said period of holiday or leave.

### **6 § Notification of grounds for terminating employment**

At the employee's request, the employer shall notify the employee in writing and without delay of the date on which the contract of employment ends, and of the grounds for termination that are known to the employer and constitute the basis for terminating the employment contract.

## **II TERMINATION FOR REASONS PERTAINING TO THE INDIVIDUAL EMPLOYEE**

### **7 § Scope**

In addition to the foregoing, termination for reasons pertaining to the individual employee shall be governed by the provisions of this part of the agreement.

### **8 § Effecting termination of employment**

Termination shall be effected within a reasonable time frame after the employer learns of the grounds for said termination.

### **9 § Hearing of an employee**

Before effecting termination the employer shall give the employee an opportunity to be heard with respect to the grounds for termination. At such a hearing the employee shall be entitled to use an assistant.

#### **Application instructions**

The assistant referred to in Section 9 of this agreement refers, for example, to the employee's shop steward or colleague.

### **10 § Legal proceedings**

If no settlement is reached in a dispute over the termination of an employment contract, then the federation of employers or employees may submit the matter to the Labour Court for consideration. A complaint pursuant to Section 15 of the Finnish Labour Court Act (laki työtuomioistuimesta, no. 646/74) must be submitted to the Labour Court within two years of the end of the employment relationship.

## **11 § Arbitration**

A dispute concerning termination of employment may be submitted to arbitration in the manner prescribed in Section 11 of the Finnish Labour Court Act.

## **12 § Compensation for unfounded termination of employment contract**

An employer who dismisses an employee without the grounds for termination specified in Section 2 of this agreement shall be required to compensate the employee for unfounded termination of the employment contract.

## **13 § The amount of allowance**

The compensation payable shall be the wages for not less than three and not more than 24 months.

The sum of compensation payable shall be determined having regard to the estimated duration of unemployment and lost earnings, the duration of the employment relationship, the employee's age and prospects of securing work that corresponds to his or her vocation or education, the manner in which the employer terminated the employment, any cause for terminating employment deriving from the employee, the general circumstances of the employer and the employee, and other comparable details.

A portion of unemployment benefit paid to the employee shall be deducted from the compensation, as prescribed in Section 3 of Chapter 12 of the Finnish Employment Contracts Act.

The employer may not be ordered to pay the compensation referred to in this agreement in addition to or in lieu of the compensation prescribed in section 2 of chapter 12 of the Finnish Employment Contracts Act.

## **Application instructions**

The deduction of a portion of unemployment benefit concerns compensation paid to the employee for lost wage benefits arising from unemployment prior to pronouncing or issuing the judgement. This deduction is generally 75 per cent of earnings-related unemployment benefit, 80 per cent of basic unemployment benefit, and the labour market subsidy in full. The foregoing deduction from compensation may be waived in whole or in part if this is reasonable with regard to the amount of compensation, the employee's financial and social circumstances, and the offence suffered by the employee.

If an agreement on the employer's liability for compensation is concluded in a case concerning unfounded termination of an employment contract, then a deduction must be made from the agreed compensation as specified in the preceding paragraph.

## **III LAYOFF**

### **14 § Laying off**

Unless otherwise agreed with the shop steward, a period of notice of no less than 14 days shall be observed when laying off an employee for a specified period or indefinitely.

## Agreement on protection against dismissal

While the employment relationship continues the employer and the employee may agree on the period of notice of layoff and the manner of implementing a layoff in the cases of fixed-term layoff referred to in Paragraph 2 of Section 2 of Chapter 5 of the Finnish Employment Contracts Act.

In the case of an indefinite layoff the employer shall give at least one week's notice of resumption of work unless otherwise agreed.

A layoff shall not prevent the employee from taking other work for the duration of the layoff. The right to retain accommodation benefits during a layoff is governed by Section 5 of Chapter 13 of the Finnish Employment Contracts Act.

### **Application instructions**

This agreement does not govern the grounds for layoff, which are instead determined by law. The agreement does not limit the duration of a layoff.

### **15 § Advance briefing**

Based on the information available, the employer shall furnish the employee with an advance briefing concerning the grounds for the layoff, and its estimated scope, manner of implementation, time of commencement and duration. If the layoff affects more than one employee, then the briefing may be given to the shop steward or to the employees collectively. The briefing shall be provided without delay as soon as the employer learns of the need for a layoff. After providing the briefing but before issuing the layoff notice, the employer shall give the employees or the shop steward an opportunity to be heard concerning the briefing that has been provided.

No advance briefing need be provided if the employer is required to provide a corresponding account or to negotiate on layoffs with the employees or with a shop steward pursuant to a statute other than the Finnish Employment Contracts Act, to some other agreement, or to some other binding provision.

### **16 § Layoff notice**

The employer must notify the employee of a layoff in person. If the notification cannot be provided to the employee in person, then it may be sent by post or electronically, subject to a notification period determined in accordance with paragraphs 1–2 of Section 14 of this agreement.

The notice shall specify the grounds for the layoff, the time when it commences and its duration or estimated duration.

At the employee's request, the employer must issue a written certificate of the layoff at least specifying the reason for the layoff, the time when it commences, and its duration or estimated duration.

The duty of notification referred to in paragraphs 1–2 of Section 14 of this agreement shall nevertheless not arise if, for the entire period of layoff, the employer has no duty to pay wages to the employee due to some other absence from work, or when the impediment to working is due to the circumstances referred to in Paragraph 2 of Section 12 of Chapter 2 of the Finnish Employment Contracts Act.



### **Exceptions to periods of notice of layoff**

The employer's duty to pay wages in the cases referred to in Paragraph 2 of Section 12 of Chapter 2 of the Finnish Employment Contracts Act is governed by statutory provisions. The employer has no duty to issue a separate layoff notice when wage payment ends in such cases.

The agreement also notes that no layoff notice is needed in cases where 'for the entire period of layoff, the employer has no duty to pay wages to the employee due to some other absence from work'. The government bill for the Finnish Employment Contracts Act refers to family leave, study leave and compulsory military service as examples of such absences.

On the other hand, there is no obstacle to issuing a layoff notice in such cases as well. If, during the layoff, the employee announces the intention to return to work sooner than anticipated and before the end of the layoff, then the employer must nevertheless issue a layoff notice to the employee.

### **Employer's duty to pay compensation in certain exceptional situations**

Under the agreement, a layoff may be either fixed-term or indefinite while the employment otherwise continues.

No maximum duration has been imposed on an indefinite layoff. An employee shall be entitled to terminate the employment contract without observing a period of notice during a layoff, regardless of the duration of said contract. This right shall not exist during the seven days preceding the end of the layoff if the employee is aware of the date when the layoff ends.

If the employer terminates the employment contract of an employee who has been laid off by giving notice so that the contract ends during the layoff, then the employee shall be entitled to wages for the period of notice. The employer may deduct the wages due for a period of fourteen days from the wages for the period of notice if the employee was laid off applying a statutory or contractual layoff notification period exceeding fourteen days. Compensation shall be paid by wage payment period unless otherwise agreed.

An employee who resigns after a layoff who has continued without interruption for not less than 200 days shall be entitled to compensation amounting to the wages for the period of notice, as agreed in the preceding paragraph. Unless otherwise agreed, said compensation shall be paid on the employer's next normal wage payment day after the employment contract has ended.

The same principles shall govern the employer's duty to pay wages in cases where an employee who has been dismissed due to a shortage of work is laid off for such a reason during the period of notice.

The conditions for receiving severance pay in such cases shall be deemed to begin on the day when the employment relationship ends.

### **Exceptional layoff situations**

#### **1. Cancellation of layoff**

Should new work become available during the layoff notification period, the employer may announce cancellation of the layoff before it begins.

## Agreement on protection against dismissal

In such cases, the layoff notice shall become null and void, and any subsequent layoffs must be based on new layoff notices.

### 2. Postponement of layoff

Nevertheless, the work that arises during the layoff notification period may be temporary in nature. Although it is not possible to cancel the layoff entirely in such cases, the start of the layoff may be postponed.

A layoff may only be postponed once on these grounds without issuing a new layoff notice, and for no longer than the duration of the work that arose during the layoff notification period.

Example:

After the employer issues a layoff notice on 2 April 2001 concerning a layoff beginning on 17 April, the employer secures new work for seven days on 10 April 2001.

The employer may then postpone the start of the layoff by seven days, i.e. until 24 April 2001, without issuing a new layoff notice.

### 3. Interruption of layoff

The employer may secure temporary work after the layoff has already begun. Any interruption of the layoff must be based on an agreement between the employer and the employee if the intention is to continue the layoff immediately after the work has been performed without issuing a new layoff notice. Such an agreement should be concluded before the work begins. The estimated duration of the temporary work should be investigated at this time.

The foregoing considerations only concern the relationship between the employer and the employee, and do not constitute an interpretation of statutory provisions governing unemployment benefit.

### **Layoff and reduced working hours**

The provisions on layoff procedures govern both layoff proper (complete discontinuation of working) and 'transition to reduced working hours'. This means that the agreement provisions on advance briefing and layoff notification periods shall also be observed in the transition to a shortened working week unless otherwise agreed.

Most collective agreements include stipulations on modifying the system of working hours. These cases generally involve scheduling of the working hours observed in the sector or enterprise, and cannot be equated with a transition to reduced working hours.

### **Announcing resumption of work**

In the case of an indefinite layoff, the employer shall give the employee at least seven days' notice of resumption of work, unless otherwise agreed. The employee shall then be entitled to give five days' notice of termination of an employment contract concluded with another employer for the duration of the layoff, irrespective of the duration of said contract. No such notification need be issued when the employee has been laid off for a fixed period.

### **Other work during layoff**

Under the agreement, a layoff shall not prevent the employee from taking other work for the duration of the layoff.

If the employee has secured other work for the duration of the layoff after the layoff notice was issued but before being notified of its cancellation or postponement, then the employee shall not be liable to compensate the employer for any prejudice thereby caused to the employer. In such cases the employee shall be required to resume working at the earliest opportunity.

### **Housing during layoff**

Under the agreement, the right to retain accommodation benefits during a layoff is governed by Section 5 of Chapter 13 of the Finnish Employment Contracts Act. Said statute entitles the employee to use a dwelling provided as emolument for a period during which work has been interrupted for an acceptable reason such as layoff. However, the employer is entitled to charge the employee for use of the dwelling as of the beginning of the second calendar month after the duty to pay wages ends. Said charge per square metre may not exceed the sum confirmed as the reasonable maximum cost of housing per square metre for the district in question under the Finnish Housing Allowance Act (no. 408 of 1975). The employee must be notified of the charge no later than one month before the duty to pay begins.

## **IV MISCELLANEOUS PROVISIONS**

### **17 § Order of staff reductions**

Staff dismissals and layoffs not due to the individual employee shall, where possible, comply with a regulation whereby the last individuals to be dismissed or laid off shall be employees who are vital to the operations of the enterprise and necessary for specialised functions, and those working for the same employer who have lost part of their working capacity, and in addition to this regulation attention shall be paid to length of employment and to the number of dependants of the employee in question.

The periods for filing suit referred to in section 10 shall be observed in any dispute concerning the order of staff reductions.

### **Application instructions**

The provisions in accordance with Section 9 of Chapter 7 of the Finnish Employment Contracts Act governing the job security of special groups shall take precedence over the regulations of Section 17 of this agreement.

### **18 § Notification of dismissal or layoff to the shop steward and employment authority**

The shop steward concerned shall be notified of any staff redundancies or layoffs for reasons of finance or production. If the measure affects no fewer than ten employees, then the employment authority shall also be notified thereof unless the employer has some other corresponding statutory duty.

## **19 § Re-employment**

It is possible to deviate from the re-engagement of an employee pursuant to this paragraph and Chapter 6, section 6 of the Employment Contracts Act by way of a written agreement between the employer and the employee. Before making such an agreement, the shop steward is to be informed of its content. In concluding the agreement, the employee has the right to make use of the shop steward's expertise.

The employer shall offer work to a former employee who was dismissed due to redundancy or in the course of restructuring and is still seeking work at an employment office if, within four (4) months of the end of the employment relationship, the employer needs employees for the same or similar duties from which said employee was dismissed. If the employment has continued uninterrupted for no fewer than 12 years until the termination of employment, the re-employment period shall be 6 months.

### **Application instructions**

The employer shall meet this obligation by enquiring whether the local employment office is assisting any dismissed employees in seeking work. The local employment office here refers to the employment office for the district where the work is available. After the employer has consulted the employment office, said employment office will prepare a labour requisition based on said enquiry and investigate whether any of the employees referred to in Section 19 of the agreement are registered as jobseekers. An investigation should also be made at this time into whether any employees who, pursuant to Paragraph 3 of Section 7 of Chapter 5 of the Finnish Employment Contracts Act, have terminated their employment after a layoff lasting for longer than 200 days are still registered as unemployed jobseekers. The employer will then be notified of the jobseekers and job referrals will be issued to the former employees in the usual way.

## **20 § System of sanctions**

In addition to the provisions prescribed in the fourth paragraph of Section 13 of this agreement, the employer may also not be ordered to pay a compensatory fine pursuant to Section 7 of the Finnish Collective Agreements Act in addition to the compensation referred to in this agreement, insofar as the matter concerns a breach of obligations that are based on the collective agreement, but that are essentially the same as those for which compensation has been ordered payable under this agreement.

No compensatory fine sanctions referred to in the Finnish Collective Agreements Act shall arise for failing to comply with procedural provisions. Failure to comply with provisions shall be taken into consideration when determining the compensation to be awarded for wrongful termination of an employment contract.

The previously established practice shall otherwise be observed with respect to the system of sanctions.

## **21 § Binding character of agreement**

This agreement shall remain in force as part of the collective agreement.

3 May 2013

## APPENDIX 1 PATERNITY LEAVE SALARY PAYMENTS

**The joint application guidelines of Chemical Industry Federation of Finland, Trade Union Pro and Industrial Union (previously Industrial Union TEAM) on the provisions of the collective agreement on salary during paternity leave** (*workers in basic chemical industry, plastic and chemical product industry, oil, natural gas and petrochemical industry, salaried employees in chemical industry*)

The collective agreement states as follows:

*“The salary for regular working hours shall be paid to an employee for six (6) days of paternity leave. The payment of paternity leave salary shall be governed by the same provisions as the payment of maternity leave salary.”*

### Paternity leave

According to the provisions of the Health Insurance Act, the maximum duration of the paternity allowance period is 54 days. Paternity leave refers to this leave of a maximum of 18 week days which the father can take any time during the maternity and parental allowance period after the child is born. In this context, Saturdays count as week days. The above-mentioned paternity leave of 18 week days can be divided into a **maximum of four periods**.

### Conditions of salary payment

Salary is paid for paternity leave provided that

- **employment continued for at least six months** before the child is born; and
- the leave consists of the **first six weekdays of the first period of paternity leave** (Monday–Saturday, excluding weekday public holidays)
- The Social Insurance Institution of Finland (KELA) pays paternity allowance for paternity leave.

### Salary to be paid

During paternity leave, workers are paid for **regular working hours based on average hourly earnings**, similar to sick leave salary. Salaried employees are paid similar to sick leave salary in accordance with the collective agreement. KELA pays paternity allowance for paternity leave. The employer applies for paternity allowance for six week days from KELA.

For which six days the employer pays paternity leave salary depends on the timing of the paternity leave and the applied working hours model (see the examples starting on page 2).

### **description of symbols:**

*(pl)* = paternity leave

*D* = day shift

*M* = morning shift

*E* = evening shift

*N* = night shift

- = day off

Appendix to the collective agreement  
Paternity leave salary payments

**Example 1**

An employee in daytime work takes six days of paternity leave from Monday to Saturday. He receives paternity leave salary similar to sick leave pay from Monday to Friday and the employer applies for paternity leave allowance from KELA for Monday–Saturday.

Mon	Tue	Wed	Thu	Fri	Sat	Sun
D (pl)	D (pl)	D (pl)	D (pl)	D (pl)	- (pl)	-

**Example 2**

An employee in daytime work uses the right to divide the paternity leave into a maximum of four periods. In week 1, he takes three days of paternity leave (Monday through Wednesday) and in week 2 he takes another three days of paternity leave (Monday through Wednesday).

Mon	Tue	Wed	Thu	Fri	Sat	Sun
D (pl)	D (pl)	D (pl)	D	D	-	-

Mon	Tue	Wed	Thu	Fri	Sat	Sun
D (pl)	D (pl)	D (pl)	D	D	-	-

The indicated days are paternity leave days, for which the employer applies for paternity allowance from KELA and the employee receives paternity leave pay for the corresponding time, similar to sick leave pay.

**Example 3**

A person performing continuous shift work takes his six days of paternity leave from Monday to Saturday. According to the roster, his shifts are as follows:

Mon	Tue	Wed	Thu	Fri	Sat	Sun
M (pl)	M (pl)	- (pl)	E (pl)	E (pl)	- (pl)	N

A worker receives paternity leave pay for working days in accordance with the roster and based on the average hourly earnings; the pay to a salaried employee is similar to sick leave pay in accordance with the collective agreement. The employer applies for paternity allowance for Monday–Saturday from KELA.

Appendix to the collective agreement  
Paternity leave salary payments

**Example 4**

A person in daytime work takes six week days of paternity leave. He marks down his paternity leave on 20 December–27 December, as public holidays do not use up paternity leave days. Christmas Eve is a week day, not a public holiday, which is why it is included in the paternity leave.

Mon 20 Dec	Tue 21 Dec	Wed 22 Dec	Thu 23 Dec	Fri 24 Dec	Sat 25 Dec	Sun 26 Dec	Mon 27 Dec
D (pl)	D (pl)	D (pl)	D (pl)	- (pl)	-	-	D (pl)

The worker receives paternity leave pay in accordance with his shifts. The employer applies for paternity allowance from KELA for 20–24 December and 27 December.

**For further information, please contact**

Labour market representatives, Chemical Industry Federation of Finland KT  
Trade Union Pro  
Industrial Union

## **APPENDIX 2 SHOP STEWARD AND LABOUR PROTECTION DELEGATE'S RIGHT TO BE INFORMED**

- Initiation and termination of employment (section 5 of the collective agreement)
  - The chief shop steward shall be notified of the employment of a new employee without delay.
- Working hour bank (section 6 of the collective agreement)
  - A representative of the employees will be given a summary of the leaves accrued in the bank and the leaves taken.
- Schedule of work shifts and system for averaging working hours (section 6, paragraph 9 of the collective agreement)
  - In terms of the system for averaging working hours, the employer shall reserve the shop steward the opportunity to state their opinion of the draft according to section 34 of the Working Hours Act
  - In terms of the schedule of work shifts, the employer shall reserve the shop steward the opportunity to state their opinions if so required by the shop steward according to section 35 of the Working Hours Act
  - Any changes to the system for averaging working hours and the schedule of work shifts shall be negotiated with the chief shop steward.
- Local collective bargaining (section 39 of the collective agreement)
  - The shop steward must be given all the information necessary for the negotiations as well in advance as possible before the negotiations are started.
- Information affecting the resolution of a dispute (section 3.1 of the general agreement, "Negotiating procedure")
  - The shop steward shall be provided with all of the information that is pertinent to resolving any case of confusion or dispute concerning the wages of an employee or the application of legislation or agreements to an employment relationship.
- Wage statistics and staff data (chapter 5 of the general agreement)
  - Unless otherwise locally agreed, the employer shall, without being requested, provide the chief shop steward, for the purpose of discharging said representative's duties, with the information corresponding to the quarterly statistics of the Confederation of Finnish Industries – EK concerning the earnings level and structure of employees falling within the scope of operations of said representative immediately upon completion of the Confederation wage statistics, provided that the industry statistical breakdown of wage data to be collected from the enterprise can be performed. No earnings data shall be provided on occupational groups of fewer than six persons.
  - If there are no wage statistics of required content for an industry or workplace, then the wage data to be provided to a chief shop steward shall be separately agreed.
  - The employer shall also, unless otherwise locally agreed, supply the written details of the names and wage scales or corresponding categories of employees working within the scope of operations of said representative and of the time when their employment began without a separate request. These details shall be provided at annual intervals on the employees on the enterprise payroll at the time.
  - The employer shall inform the chief shop steward of new students under an apprenticeship or a learning agreement.



Appendix to the collective agreement  
Training programme for the young

- A chief shop steward shall be entitled to examine the current work pricing systems used in said representative's sphere of operations at the enterprise and the regulations governing the determination and calculation of the working condition bonuses used in various forms of remuneration.
- Details of outside labour (chapters 5 and 8 of the general agreement)
  - The chief shop steward and the occupational safety delegate shall be entitled to details of any subcontractors working in their spheres of operation and of the labour serving said subcontractors at the workplace (chapter 5 of the general agreement, "Wage statistics and staff data").
  - The employer shall advise the chief shop steward in advance of any outside labour involved in production and maintenance work (subcontracting and leased employees). If this is not possible on account of the urgency of the work or for a similar reason, then said advice may exceptionally be given afterwards and without delay. The labour protection delegate shall also be notified of the foregoing matters where possible (chapter 5 of the general agreement, "Details of outside labour").
  - Enterprises using agency workers must, on request, give an explanation to the chief shop steward of issues pertaining to the work of such employees (general agreement 8.3).
- Records of hours worked (general agreement, chapter 5)
  - A shop steward shall be entitled to examine the records of hours worked that are prepared pursuant to the Finnish Hours of Work Act (no. 605 of 1996).
- Details of the enterprise
  - The employer shall provide details of the financial condition of the enterprise to the staff representative in accordance with Section 10 of Chapter 3 of the Finnish Act on Cooperation Within Undertakings, i.e.
    - the financial statement or information about the result of a company referred to in the Securities Market Act as soon as they have been published, and the financial statement of any other company no later than when it has been confirmed or, if the financial statements are not to be confirmed, when the tax return is to be filed; and
    - at least twice during the financial period, a uniform statement of the company's financial situation, indicating, as a minimum, the outlook for the company's production, services or other operations, employment, profitability and cost structure.
    - The meeting of the information requirement is further detailed in chapter 3, section 10 of the Act on Cooperation within Undertakings.
- Federation training (section 7.3 of the general agreement)
  - If the participation in a course referred to in the stipulation causes, in the view of the employer, substantial inconvenience to production or the operations of the company and participation in the course is therefore prevented, the employer shall notify the chief shop steward, no later than 10 days before the beginning of the course, of the grounds on which granting of job release would cause substantial inconvenience.
- Dismissals or layoffs for reasons of finance or production (Agreement on Protection Against Dismissal, section 18)
  - The shop steward concerned shall be notified of any staff redundancies or layoffs for reasons of finance or production.

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Training programme for the young

- Deviation from the re-employment obligation based on agreement between the employer and the employee (Agreement on Protection Against Dismissal, section 19)

Before making such an agreement, the shop steward is to be informed of its content. In concluding the agreement, the employee has the right to make use of the shop steward's expertise.

### **APPENDIX 3 SURVIVAL ACTIONS IN THE COMPANY'S FINANCIAL DIFFICULTIES**

In order to safeguard the operations of the company and jobs:

- The needs of the customers, the order book, the financial situation of the company and the employer's corrective actions in order to improve the financial situation are discussed in cooperation with representatives of the employees.
- The flexible working time arrangements and other opportunities included in the collective agreement shall be used primarily, such as:
  - based on local collective bargaining
    - longer and shorter work shifts
    - working hour bank
    - transfer of the time of major holidays and the compensations paid for them
    - holiday period
    - delayed payment of holiday bonuses and converting them into leave
  - by decision of the employer
    - longer and shorter work weeks
    - changes from shift work to day-time work and vice versa
    - graduated working hours

When it is jointly agreed that the company is about to find itself in exceptional financial difficulties which would result in a reduction of the use of workforce, the following can be agreed locally for a fixed period of maximum one year:

- a) compensation paid for working on major holidays and their eves
- b) cuts in the holiday bonus
- c) distribution of annual leave exceeding 12 days

Entry on record: Company here refers to a company or an independent part thereof, such as a production facility.

At the same time, local agreements will also be made in terms of the protection against dismissal, if any, for the duration of the adjustments of subparagraphs a–c, and the compensation of the financial losses suffered by the employees, if any, once the financial situation is improved.

The local agreement shall be made in writing. The adjustments shall apply to the entire staff and management of the company equally.

It should additionally be noted that the collective agreement allows making agreements concerning a shorter process for layoffs and a shorter period of notice of layoffs.

Appendix to the collective agreement  
Training programme for the young

**APPENDIX 4: SUMMER TRAINEE PROGRAMME FOR THE YOUNG FOR 2020–2021**

CHEMICAL INDUSTRY FEDERATION OF FINLAND  
FINNISH PLASTICS INDUSTRIES FEDERATION  
RUBBER MANUFACTURERS INDUSTRY  
GLASS CERAMICS INDUSTRY  
FOOTWEAR AND LEATHER INDUSTRY  
GOLDSMITHS INDUSTRY  
BOAT MANUFACTURERS INDUSTRY  
INDUSTRIAL UNION

PROTOCOL

**SUMMER TRAINEE PROGRAMME FOR THE YOUNG for 2020–2021**

*Collective Agreement for the bluecollar workers of the Plastic and Chemical product Industries, Collective Agreement for the bluecollar workers of the Chemical Basic Industry, Collective Agreement for the bluecollar workers of the Oil, Gas and Petrochemicals Industry, Collective Agreement for the bluecollar workers of the Rubber Manufacturers Industry and Glass Ceramics Industry, Collective Agreement for the bluecollar workers of Fiskars Finland Oy Ab, Collective Agreement of the bluecollar workers of the Footwear and Leather Industry, Collective Agreement for the bluecollar workers of the Goldsmiths Industry, Collective agreement for the bluecollar workers of the Brush and paint brush Industry and Collective Agreement for the bluecollar workers of the Boat Manufacturers Industry.*

The Chemical Industry Federation of Finland KT, The Finnish Plastics Industries Federation, Rubber Manufacturers Industry, Glass Ceramics Industry, Footwear and Leather Industry, Goldsmiths Industry, Boat Manufacturers Industry and Industrial Union want to do their part in supporting the opportunities of comprehensive school, upper secondary school, 10th grade and VALMA education pupils to learn about the working life by participating in the ***Tutustu työelämään ja tienaa ("Learn and earn")*** summer trainee programme.

The purpose of this summer trainee programme is to provide the youth with experiences in the industry's operations, tasks, staff structure and cooperation models as well as opportunities offered by the industry and to give the youth an opportunity to perform practical work that suits them. Applications for the summer traineeships are submitted directly to companies.

Therefore, the parties to the agreement have agreed the following:

1. The provisions below shall apply to comprehensive school, upper secondary school, 10th grade and preparatory education pupils whose employment relationship is based on the ***Tutustu työelämään ja tienaa ("Learn and earn")*** summer trainee programme.
2. The employment relationship in accordance with the summer trainee programme lasting two weeks or ten working days can be placed between 1 June and 31 August in 2020–2021. A young person may have several traineeships pursuant to this recommendation with the same employer in each year.
3. The wage paid for the completion of the Tutustu työelämään ja tienaa ("Learn and earn") summer trainee programme is a non-recurrent sum of **EUR 360** in 2020 and 2021. The wage includes the holiday compensation accumulated during the traineeship. Statutory social security contributions are deducted from the wage according to the age of the person.

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Training programme for the young

4. The provisions concerning the salaries, salary determination criteria and other benefits with a monetary value defined in the existing collective agreement shall not be applied to persons whose employment relationship is based on the summer trainee programme referred to in this protocol. The provisions of the collective agreement concerning the working hours shall also not be applied to them, excluding the regular working hours length, if the provisions were to complicate the practical implementation of the summer trainee programme.

Helsinki, 5 February, 2020

CHEMICAL INDUSTRY FEDERATION OF FINLAND

RUBBER MANUFACTURER' INDUSTRY

FOOTWEAR AND LEATHER INDUSTRY

BOAT MANUFACTURERS INDUSTRY

FINNISH PLASTICS INDUSTRIES FEDERATION

GLASS CERAMICS INDUSTRY

GOLDSMITHS INDUSTRY

INDUSTRIAL UNION

Appendix to the collective agreement  
Annual working hours of employees in the chemical industry

**ANNUAL WORKING HOURS OF EMPLOYEES IN CHEMICAL INDUSTRY 2020-2023  
(AN 8-HOUR working day)**

<b>working hours in the chemical industry 2016–2020</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>Average 2001– 2024</b>
<b>Working weeks/year</b>	47.29	47.14	47.14	47.14	47.18
Total days in year	366	365	365	366	365
- Saturdays 1) and Sundays	105	104	104	104	104
- weekday public holidays reducing working hours	8	8	7	9	9
- annual holiday (working days)	25	25	25	25	25
- working hours reduction	12.5	12.5	12.5	12.5	12.5
<b>Total working days/year</b>					
- 1- and 2-shift work	215.5	215.5	215.5	213.5	214.5
- discontinued 3-shift work	212.5	212.5	212.5	210.5	211.5
- continued 3-shift work	204.0	204.0	204.0	204.0	204
<b>Total working hours/year</b>					
- 1- and 2-shift work	1724	1724	1724	1708	1716
- discontinued 3-shift work	1700	1700	1700	1684	1692
- continued 3-shift work	1632	1632	1632	1632	1632
<b>Avg working hours/week</b>					
- 1- and 2-shift work	36.5	36.6	36.6	36.2	36.4
- discontinued 3-shift work	36.0	36.1	36.1	35.7	35.9
- continued 3-shift work	34.6	34.6	34.6	34.6	34.6
<b>7.5-hr working day (daytime work)</b>					
Total working days/year	228	228	228	226	227
Total working hours/year	1710	1710	1710	1695	1702
Avg working hours/week	36.2	36.3	36.3	36.0	36.1

The calculation above describes a situation where an employee is entitled to take and also takes an annual holiday of 30 ordinary week days during the calendar year in question.