

FEDERATION OF AGRICULTURAL EMPLOYERS MTA  
INDUSTRIAL UNION

## **PROTOCOL OF SIGNATURE**

### **PROTOCOL ON AMENDING THE COLLECTIVE AGREEMENT FOR THE RURAL INDUSTRIES**

Time: 20 December 2021  
Place: Teams online meeting  
Present: The negotiators of the Federation of Agricultural Employers MTA  
The negotiators of the Industrial Union

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

#### **1 DURATION OF THE AGREEMENT**

The validity of the collective agreement for 2020–2022 is extended by one option year from 1 February 2022 to 31 January 2023 with the amendments stated in this protocol of signature.

This agreement shall remain valid for a year at a time, unless it is terminated in writing by either party at least two months before the expiry date.

#### **2 SALARY INCREASES IN 2022**

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

The amount of overall increase for all employees covered by the collective agreement is 17 cents/hour for hourly paid employees and EUR 29.24/month for monthly paid employees starting from 1 February 2022 or the start of the next pay period thereafter.

##### **2.2 Hourly wages in the job requirement groups and proficiency bonus (section 18)**

The hourly wages of job requirement groups of the collective agreement are increased by 17 cents/hour as of 1 February 2022 while ensuring that they remain in proportion to the third job requirement group.

The hourly wages and minimum proficiency bonus levels of job requirement groups as of 1 February 2022 are listed in the table on page 3 of this protocol of signature.

### 2.3 Bonuses in cents and euros

The bonuses in cents and euros that are referred to in the collective agreement are increased by 1.7%. The bonuses from 1 February 2022 onward are as follows:

- |       |   |
|-------|---|
| 2.3.1 | Compensation for a vocational degree (section 19a)<br>EUR 116 per degree  |
| 2.3.2 | Bonus for dirty work (section 22)<br>53 cents/hour  |
| 2.3.3 | Seniority allowance (section 33)  |
|       | 5–9 years                    EUR 142  |
|       | 10–15 years                EUR 193  |
|       | 16–19 years                EUR 264  |
|       | 20 years or more        EUR 351   |
| 2.3.4 | Personal safety equipment in duties where a chainsaw or clearing saw is used (section 41)<br>EUR 2.52/day                     |
| 2.3.5 | Shop steward compensation “<br>(section 7 of the Shop Steward agreement)  |
|       | 5–20 employees            EUR 39/month  |
|       | 21–50 employees         EUR 51/month  |
|       | 51 or more employees    EUR 84/month  |
| 2.3.6 | Compensation for the occupational safety representative<br>(section 8 of the Agreement on Occupational Safety<br>Cooperation) |
|       | 10–20 employees            EUR 39/month   |
|       | 21–50 employees         EUR 51/month  |
|       | 51 or more employees    EUR 84/month  |

### 3 TEXT MODIFICATIONS

Sections 18, 19 and 21 of the collective agreement were agreed to be modified in the manner stated in this protocol of signature.

Other provisions of the collective agreement remain in force as before.

### 3.1 Text modifications related to salary

#### Section 18 Salary

#### Salary provisions

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

With the exception of the proficiency bonus, any bonuses paid on the basis of the collective agreement may not be included in the employee's personal salary.

#### **Hourly wages in the job requirement groups and the minimum level of the proficiency bonus from 1 February 2022 onward are as follows:**

<i>Job requirement group</i>	<i>Proficiency bonus, minimum level (4%)</i>	<i>Salary scale including the proficiency bonus (4%)</i>
€/h	€/h	€/h
1 9.00	0.36	9.36
2 9.43	0.38	9.81
3 9.92	0.40	10.32
4 10.43	0.42	10.85
5 10.95	0.44	11.39

#### 2. **Job requirement groups**

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

In the evaluation, the requirements of the work are assessed in terms of the following, depending on the line of production

level of competence	<ul style="list-style-type: none"> <li>- extent of training or experience required for the work</li> <li>- extent to which the work requires multiple skills</li> </ul>
responsibility	<ul style="list-style-type: none"> <li>- how lax the work instructions are and how much independence the work requires</li> <li>- how much care and diligence the work requires</li> </ul>

	<ul style="list-style-type: none"> <li>- extent of the safety requirements</li> <li>- extent to which the work involves responsibility for the safety and welfare of people and animals</li> <li>- extent to which the work involves responsibility for the operation and safety of machinery, equipment and tools</li> </ul>
mental and physical load	<ul style="list-style-type: none"> <li>- extent to which the work's content and arrangements involve quality requirements, time pressure or other mental stress factors</li> <li>- extent to which the work involves heavy duties requiring special use of force</li> <li>- extent to which the work involves repetitive tasks, lifting and supporting objects</li> <li>- extent to which the work is done in monotonous work postures</li> <li>- temperature and noise level of the work environment</li> </ul>

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

### **Job requirement group 1**

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

**Application guide:** Work in requirement group 1 involves simple and repetitive tasks that are carried out according to given instructions. They are assistive in nature or relate to a single, unambiguous primary duty. The work can be performed by any new employee following a brief orientation.

### **Job requirement group 2**

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

**Application guide:** Work in requirement group 2 may involve varied duties. The work may also include duties other than assistive tasks. The work can be performed by an employee with previous experience in the field or by most employees after a brief orientation.

### **Job requirement group 3**

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

**Application guide:** Duties in requirement group 3 consist of an independent set of tasks, the performance of which requires training or experience in the field.

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

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

**Application guide:** Work in requirement group 4 regularly requires employee to use their own judgment and decision-making. Performance of the duties requires long experience in the field or special expertise.

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

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

**Application guide:** Typical duties in requirement group 5 are management and expert tasks.

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

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

The tasks performed at the workplace are divided into the abovementioned job requirement groups according to their requirement level. This dividing of the tasks in the job requirement groups is done by the employer and the employees' representative or representatives as locally agreed. The employer documents the decision and must be able present it to the employee upon request.

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

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

#### **3.2. Determining the job requirement group**

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

group, the employee can ask the shop steward representing the employees to participate.

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

The employee must be informed of the requirement group of their work in writing. The contracting parties recommend that employees' job requirement group is stated in the employment contract and, if the requirement group is changed, either in the amended employment contract or the next payslip after the change.

### **Application guide:**

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

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

The employer determines the proficiency bonus that is included in the employee's remuneration based on the level of proficiency the employee demonstrates in his or her duties.

The employer determines a system for the workplace that indicates the following

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

The system to be applied at the workplace should be based on metrics relevant to the company's success. The grounds, criteria and scaling are explained to all employees. The workplace shall enforce a transparent and encouraging salary policy.

When determining the proficiency bonus, the employer can use the following grounds and criteria:

<b>GROUND</b>	<b>CRITERIA</b>
Work experience	- possesses previous work experience that can be utilised in current duties
Professional development	- has developed professionally in their current duties - has completed a vocational degree or specialised

	vocational degree
Performance	- performs duties efficiently
Quality of work	- adheres to the company's quality systems and/or quality standards - works with care in such a way that shortcomings due to carelessness or preventable errors are rare
Cooperation skills	- works productively with others - promotes a positive work atmosphere - is helpful and flexible in the performance of various duties
Customer orientation	- acts according to the customer's needs - represents the company in a positive manner
Capacity to develop	- wants to learn and get to know new task and work methods
Innovativeness	- is self-motivated - gives development ideas related to the work
Economy	- is cost-minded when it comes to i.e. materials and work methods
Special skills	- has special vocational expertise or multiple skills which are not included in the factors evaluated in the job requirement group but can be utilised in performing duties

The amount of the proficiency bonus is indicated in monetary value (cents or euros). The proficiency bonus is 4–30% of the remuneration of the job requirement group.

The employee must be informed of the amount of proficiency bonus in writing. The contracting parties recommend that the amount of proficiency bonus is stated in the payslip after it has been determined for the first time and whenever the amount of bonus changes.

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

The proficiency bonus can also be determined at the start of the employment relationship on the basis of previous work experience, for example. In this case, the amount of proficiency bonus must be stated in the employment contract.

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

The employee must be informed of the basis for determining the amount of proficiency bonus in writing.

If the employer has not prepared a workplace-specific system for determining employees' proficiency bonuses as described above and has not explained its grounds, criteria and scaling to the employees,

- the minimum proficiency bonus is 5%
- the proficiency bonus must be increased permanently for each vocational degree and specialised vocational degree by at least 1% per degree or training
- the proficiency bonus must be increased by at least 1% at the start of every 3 years of service

**Application guide:**

Previous employments with the same employer are considered together when counting the years of service.

The increase in proficiency bonus at the start of every 3 years of service applies from 1 September 2022 onwards for those persons whose employment relationship has meet or will meet the time period in question.

**5. Performance evaluation during employment**

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

**6. Incentive remuneration and profit bonus**

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

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

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



### 3.2 Text modifications related to salary for the orientation period

#### **Section 19 Apprenticeship students, trainees, pupils and vocational preparation programme participants**

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

**Note:** In the absence of previous work experience in the field, experience gathered in other fields is considered a factor for salary increases.

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

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

When the training is completed, the basis for the salary is always reviewed.

For other aspects than the salary, the conditions laid down in this agreement apply.

2. If a student studying in a vocational education institute is doing practical training that is part of his or her studies as a contracted employee, the salary is at least 85% of the salary in the job requirement group one.

3. If a student studying in comprehensive school, high school or other education institute, or a young person who has completed his or her comprehensive school or high school during the year in question, works for the company during school holidays or other free times, the salary is at least 70% of the salary in the job requirement group one.

4. An employee with no previous work experience in the field is paid at least 90% of the salary in the job requirement group one for the orientation period. The condition for receiving a salary for the orientation period is that this has been agreed in the employment contract.

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

However, only the period of time which the employee receives actual orientation and does not perform his or her duties independently is considered part of the orientation period.

### **3.3. Text modifications related to incentive-based wages**

#### **Section 21 Incentive-based wage**

The employer and employee can agree on an incentive-based wage. An incentive-based wage refers to a wage that is based entirely on the quantity of output, or the quantity and quality of output, as well as a wage partially based on the time and the actual work performance. The purpose of incentive-based wage is to improve productivity and the employee's earnings.

#### **Contract pay**

1. Contract pay must be agreed in writing in the employment contract or in an appendix to the employment contract in force at the time before work is begun and separately for each product to be picked, harvested or planted.
2. When the tasks with contract pay are agreed upon, the job requirement groups in this agreement are used as the pricing basis. The pricing basis is the job requirement group of the contract work being performed. The employee's salary for the orientation period cannot be used as the pricing basis. The salary of the job requirement group used as the pricing basis for contract pay must be stated in the employment contract or an appendix to the employment contract currently in force.

In work with contract pay, the tasks must be priced so that the employee's earnings with normal contract work pace are at least 20% higher than the salary in the job requirement group that was used as a basis for the pricing. Contracts are priced as follows: the salary for the job requirement group is increased by 20%, and this sum is divided by the normal contract work pace to receive the contract pay.

The contract pay can be changed during the season due to, for example, the amount of harvest, weather conditions or differences in plant varieties, but the employer must always inform the employee about the change and its grounds. However, the 20% contract supplement cannot be deviated from.

3. During orientation, the employer must inform the employee about the normal contract work pace of each product to be picked, harvested or planted.

Normal contract work pace refers to the amount of work that is typically performed in one hour. Normal contract work pace is indicated in the format kilograms/hour or units/hour, for example.

Normal contract work pace must include time spent instructing the employee, filling out hour and contract reports, breaks specified in the collective agreement

and other necessary recovery, transfers of products and tools, and any auxiliary work performed in addition to the contract work.

Normal contract work pace is determined correctly when, provided that the weather and harvest conditions are normal, more than half of the employees performing the same contract have, on average over the entire contract work season, reached the level of contract pay, i.e. at least 20% higher than the salary for the job requirement group.

The employer has a duty to ensure and monitor that the conditions for maintaining normal contract work pace which are dependent on the employer are in place.

4. Tasks with contract pay have a guaranteed pay equivalent to the job requirement group for the work.

This guaranteed pay does not apply in situations where the employee has not reached his or her hourly wage due to the pace of work or partial disability diagnosed by a doctor despite the fact that working conditions have been normal and no other hindrances independent of the employee have been present.

**Application guide:**

If the employee falls behind the required contract work pace, the employer must ensure that the employee has received sufficient orientation and remind the employee about the slow work pace by means of a calculation based on working time records and daily contract work outputs indicating the employee's personal performance. The calculation must be presented to the employee no later than two weeks after the start of product-specific contract work. If, despite the additional orientation and the reminder, the employee's work pace continues to be slower than the stated contract work pace, the guaranteed pay of the employee's employment relationship is equivalent to the salary for the orientation period instead of the guaranteed pay.

Employees who fall behind in their work pace are entitled to the guaranteed pay if the employer has not demonstrably taken the aforementioned management measures.

If the harvest yield is low or the working conditions due to poor weather are such that the conditions for contract work are not met, the contracting parties recommend that employees be paid an hourly wage instead.

The employer has the duty to provide proof the accuracy of the pricing of contract pay upon request. The employer is obligated to maintain and store working time records for each employee also for work performed on contract pay. The contracting parties recommend that the workplace agree on a method

for keeping working time records that ensures that both the employer and employee are kept aware of the recorded hours.

Upon request, the employer has the duty to prove that the employee has had the opportunity to achieve the level of contract pay.

**Application guide:** Based on the working time records and daily contract work outputs, it must be possible to calculate the average hourly wage of all employees and each individual employee for the entire contract work season.

Based on the calculations, the output of any individual employee can be compared with the output of all employees working on the same contract over the entire contract period in order to determine whether half of the employees have achieved the contract pay level and whether the contract pay has been determined correctly.

If the calculations show that the contract pay used has not been determined correctly, the employees must be paid the difference between the actual pay and the hourly wage of the job requirement group as guaranteed pay.

5. Contract pay work can also be performed as teamwork. In this case, the employer pays the salaries in accordance with the distribution basis laid down by the group.

### **Productivity bonus**

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

## **4 OTHER MATTERS AGREED UPON**

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

The contracting parties will continue the work of the working group to clarify and simplify the structure and language of the collective agreements during the option year. The proposal by the working group will be completed by 30 November 2022 and reviewed in the next collective agreement negotiations.

### **4.2 Translations of the protocol of signature**

The protocol of signature on amendments for the option year will be translated into Swedish, English, Russian and Ukrainian in cooperation between the contracting parties.

## **5 APPROVING THE PROTOCOL**

The undersigned approve this protocol with their signatures.

In Helsinki on 10 January 2022

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

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