

**2025–2028**

**FEDERATION OF AGRICULTURAL EMPLOYERS MTA AND  
INDUSTRIAL UNION'S COLLECTIVE AGREEMENT FOR THE  
HORTICULTURE SECTOR**

**1 Feb 2025–31 Jan 2028**

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

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# **I GENERAL PROVISIONS**

## **Section 1 Scope**

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

The agreement is applied to the following:

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

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

2. As part of this agreement, also the following agreements between the undersigned unions are adhered to:
  - 1) training agreement
  - 2) shop steward agreement
  - 3) agreement on occupational safety cooperation

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

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

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

1. This collective agreement binds the undersigned unions and their affiliates, as well as those employers and employees who are or have been members of these unions during the term of this agreement.
2. A strike, embargo, lock-out or other such measure that aims to bring about change to this agreement, carrying out a demand contradicting this agreement, or pressuring the opposing party to interpret this agreement in a certain way, is prohibited during the term of this agreement or while negotiations are on-going.

## **Section 4 Equal treatment of employees**

1. According to the Non-discrimination Act (1325/2014) the employer may not discriminate against employees on the basis of age, origin, nationality, language, religion, belief, opinion, political activity, trade union activity, family relations, health, disability, sexual orientation or any other personal reason without acceptable grounds.
2. Provisions on the prohibition of discrimination based on gender, pregnancy or childbirth, gender identity or gender expression are laid down in the Act on Equality between Women and Men (609/1986).

## **Section 5 Local agreements**

Local agreements as referred to in this agreement refer to agreements made between the employer or the employer's representative and the shop steward, or if no such person has been elected, another employee representative, or if no such person has been elected, between the employer and the employees. An agreement made with a shop steward or another employee representative is binding for those employees whose interests the person is representing.

The agreement can be made for a fixed or indefinite period. Unless otherwise agreed, an agreement made for an indefinite period can be terminated with a notice period of three months.

The agreement is made in writing. The agreement shall record both the locally agreed provisions and anything else that has been otherwise agreed upon in a manner that clearly shows both contractual parties what changes the agreement will bring. Both parties must have sufficient time to familiarise themselves with the locally agreed matters and to obtain further information from collective bargaining experts. Negotiations must aim to establish and maintain a positive and open relationship between the parties. Negotiations must take place in a language understood by both parties.

The local agreement as referred to herein is part of the current collective agreement.

## **II EMPLOYMENT RELATIONSHIP**

### **Section 6 Commencement of employment and conclusion of an employment contract**

1. The employer or a representative authorised by the employer has the right to hire and dismiss employees and the right to direct and assign work.

2. The employment contract is made in writing.

In addition, the employer must provide the employee with a written account of the key terms and conditions of the employment contract if the terms and conditions of Chapter 2, Section 4 of the Employment Contracts Act (55/2001) are not included in the employment contract.

3. The employment contract shall determine whether the contract is
  - a) for a fixed term, or
  - b) for an indefinite term (that is, until further notice).

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

If, due to the nature of the work, it is necessary to agree on fixed-term employment on the basis of the completion of the agreed work and the exact end date of the work is not known, the employment contract must, however, include an estimate of the duration of employment. If the duration of employment has to be changed due to the nature of the work, the employer must notify the employee as soon as the employer becomes aware of the need and no later than one week in advance.

#### **Application instructions:**

The duration of the employment relationship is stated in the employment contract either as an estimated end date of the employment or an estimated number of weeks or months. The duration of employment cannot be estimated in descriptive terms by tying it to the harvest season, maintenance season, piece work or first snowfall, for example.

4. An employee who has turned 15 can conclude or terminate their own employment contract.

### **Section 7 Obligation to provide information**

The employer must make the following available to every employee: this collective agreement, any other legislation that must be displayed in the workplace, the shift roster, working time plan (if applicable), information about occupational healthcare, and a survey of the workplace that complies with the Occupational Healthcare Act.

The employer must provide employees with information about the workplace instructor and the person who has been appointed to provide orientation. Employees must also have access to information about the elected shop steward and the occupational safety representative.



An employer that recruits from abroad must provide employees with evidence of both the main terms and conditions of their employment contract and this collective agreement at the recruitment stage while the employee is still in their country of origin.

## **Section 8 Trial period**

The employer and employee can agree on a trial period that begins at the start of employment and last for no longer than six months. If the employee has been absent during this trial period due to working incapacity or family leave, the employer has the right to extend the trial period by a month for each 30-day period within the periods of working incapacity or family leave. The employer must notify the employee of the extension of the trial period before the trial period ends.

For fixed-term contracts, the trial period (including its extensions) may last for a maximum of half of the duration of the employment contract, and may be no longer than six months.

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

A trial period can only be employed when a written employment contract has been made.

## **Section 9 Orientation**

The employer must provide a new employee or an employee transferring from another task with sufficient guidance on their terms and conditions of employment, their new task and any related safety risks.

The employer is obligated to ensure that employees receive orientation and training in a language that they understand.

The employee appointed to provide the orientation must be given sufficient time for the orientation work. If an employee has the duty to provide orientation, this increases their job requirement group.

The employer is responsible for ensuring that the workplace instructor appointed for the workplace has sufficient skills to provide instruction and that, if necessary, the workplace instructor receives appropriate training that takes into account the special characteristics of the field. The employee is paid for the training time. The employer is responsible for costs related to the training.

The workplace instructor must be given sufficient time to prepare for both instruction and the actual instruction work. If an employee has the duty to provide workplace instruction, this increases their job requirement group.

## **Section 10 End of employment and periods of notice**

1. For indefinitely valid employment relationships, the following periods of notice shall be observed when the employer terminates an employment contract:

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

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

<b>The employment has continued without interruption</b>	<b>Period of notice</b>
up to 5 years	14 days
over 5 years	1 month

If, during the employment relationship, the employer provides training to improve the employee's specialist vocational qualifications, the employer and employee may, by means of a written employment contract, agree on a notice period that is up to twice as long as the minimum notice period specified in the table.

### **Application instructions:**

Training provided by the employer to improve specialist vocational qualifications does not refer to orientation to the employee's work tasks.

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

## **Grounds of termination**

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

In addition, the employer may terminate the employment contract if the work to be offered has diminished substantially and permanently, not temporarily, for financial or production-related reasons or for reasons arising from the reorganization of the employer's operations, as provided in Section 7(3) of the Employment Contracts Act.

4. The employer may not terminate an employment contract on the basis of an employee's incapacity for work caused by illness or accident, unless the illness or accident results in a substantial and permanent impairment of the employee's capacity for work.

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

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

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

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

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

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

7. An employer who terminates an employment contract without observing the notice period shall pay the employee full pay for a period equivalent to the notice period.
8. Employees who have not observed the notice period are required to pay the employer an amount equivalent to their pay for the notice period. The employer is entitled to deduct this amount from the payoff to the employee in accordance with the provisions on the employer's set-off right in Chapter 2, Section 17 of the Employment Contracts Act.
9. If the notice period has been observed in part only by either party, the liability is limited to what is equivalent to the pay due for the non-observed part of the notice period.
10. If an employee with a fixed-term contract stops working before the end of the contractual term without agreeing on this with their employer, the employee must compensate the employer for any damages caused. The employer may retain one day's pay as compensation. This requires the employment contract to include an end date. The employer's right to withhold pay must be communicated to the employee in writing in the employment contract in a language that the employee understands.  
The employer is entitled to withhold the above sum from the final pay payable to the employee as per Chapter 2, Section 17 of the Employment Contracts Act.

This paragraph does not apply to ending trial periods.

**Application instructions:**

“One day's pay” means the hourly rate of pay for the daily working hours agreed upon in the employment contract in accordance with the employee's job requirement group.

**Termination on assignment of the enterprise**

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

**Cancellation of the employment contract**

12. Notwithstanding the above in Sections 1 and 2, the employer and employee are entitled to cancel an employment contract with an immediate effect in situations referred to in Chapter 8, Section 1, in the Employment Contracts Act.

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

### **Lay-off**

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

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

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

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

If the employer offers, instead of a lay-off, a vocational training, further training and retraining in accordance with Section 2 of the Training Agreement, and if the duration of this training is at least five working days, one (1) day off as laid down in the Section 16 of the Collective Agreement can be used for this training.

14. Any lay-offs that arise from typically occurring year-to-year fluctuations in labour requirements for production within the sector are not covered by the collective bargaining obligations in the Act on Cooperation Within Undertakings. In such cases, the employer must explain the measures, reasons, effects and alternatives to the employee when giving them notice of a lay-off. The employee's shop steward, another employee representative or, if no such representative has been elected, the employee themselves must be informed of the measures as soon as possible.

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

15. If not otherwise agreed after the notice is given, the employee is entitled to a paid leave in order to participate during the notice period in an employment programme, unprompted job search or one that is prompted by an authority, a job interview, relocation coaching, workplace learning and practical training, or employment training in accordance with their employment programme. The duration of the leave is, depending on the duration of the employment, as follows:

- 1) up to 5 days, if the notice period of the employee is up to one month
- 2) up to 10 days, if the notice period of the employee is between one and four months
- 3) up to 20 days, if the notice period of the employee is longer than four months

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

The employee must immediately notify the employer of the leave, and if required, they have to provide a reliable explanation on the grounds for the leave.

### **III WORKING TIME**

#### **Section 11 Regular working time**

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

#### **Section 12 Work roster**

##### **Drawing up a roster**

A roster shall always be drawn up for the workplace, and must indicate the length of an employee's regular shift and its start time. The work roster is drawn up to cover a period of at least four weeks. If it is impossible to draw up a work roster to cover a period of four weeks due to the irregularity of the work, the work roster must always cover as long a period as possible.

When drawing up the work roster, the employer must consult the shop steward, or if there is no such person, another representative appointed by the employees. If there is no employee representative, the employer must give employees the opportunity to express their wishes regarding work shifts.

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

## **Notification of the work roster**

Employees must be notified of the roster in good time. Unless otherwise agreed at the workplace, the roster shall be communicated at least four days prior to the period referred to in the roster.

## **Changes to the roster**

For a justified reason, shifts entered in the work roster can be changed in writing in the manner agreed in the workplace. A justified reason may be a situation arising from production-related needs or weather conditions that were unforeseeable at the time of drawing up the work roster. The written agreements on changes to working hours must specify a deadline by which shifts can be cancelled, moved or rescheduled.

If the employee has come in to work for a shift but the work cannot be started due to bad weather, the employee is reimbursed for the round trip between home and work. The amount of reimbursement is equal to the kilometre allowance confirmed annually by the Tax Administration. The reimbursement is taxable wage income.

The employer and employee can always agree on changes to the work roster at the employee's request.

## **Special regulations relating to shifts and working hours**

The working week starts on Monday morning at 5.00 a.m.

If an employee must move to another work location in the middle of the working day at the employer's request, the time spent travelling is counted as hours worked.

## **Section 13 Working time records**

The employer must keep records of working hours, overtime, additional and emergency work, and work carried out on Sundays or any other church holidays in order to provide information about the duration of each type of work and the wages paid. An employee or their authorised representative has the right to access information concerning themselves in the aforementioned documents.

## **Section 14 Working hours adjustment system**

### **1. Average regular working hours**

Average regular working hours can only be applied in employment relationships where a 40-hour work week has been agreed.

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

### **Application instructions:**

The use of shifts of varying lengths is based on the company's production needs and/or the needs of the employees. There can be several shifts of varying lengths in a week. The lengths of the shifts can also vary weekly or monthly.

The 10-hour shifts can be used for no more than two consecutive weeks, except in tree nurseries, where the maximum is three weeks during the spring season. Following these weeks, there must be at least a week with up to 8 working hours a day.

The regular weekly working time must average out at 40 hours over a period of up to 52 weeks. This must be considered when compiling the work roster and when monitoring working time based on that roster.

At the end of the adjustment period, the employer must provide the employee with a written account of how working time has been adjusted to 40 hours.

If the employee's employment is terminated during the ongoing adjustment period for reasons relating to the employer, and the working time has not averaged out at 40 hours, a remuneration corresponding to the wage paid for weekly overtime is paid for the unused compensatory time off.

If the employee's employment is terminated during the ongoing adjustment period for reasons relating to the employee, and the working time has not averaged out at 40 hours, a remuneration corresponding to the wage paid for regular working time is paid for the unused compensatory time off.

If the actual working hours are under 40 hours for a reason attributable to the employee and the employee has been paid wages according to 40 hours of work per week, the employer can deduct the overpaid amount from the employee's final pay.

### **Transferring days off**

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



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

### **Application instructions:**

When transferring days off, the employer must take into account the workload caused to the employee by long work periods and the occupational safety and health risks that this entails. The employer must consult the employee regarding their ability to cope at work.

### **Working time plan**

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

If the regular working time has not averaged out at 40 hours a week during the working time plan, the exceeding hours are considered to be weekly overtime. Overtime pay must be paid on the payday following the end of the adjustment period.

If, for a reason attributable to the employer, the actual weekly working hours are under the 40 hours agreed in the employment contract, the employee is compensated for the missing hours according to their personal hourly wage on the next payday after the end of the adjustment period.

### **Matters that can be agreed**

4. By local agreement (see Section 5 Local agreements), the daily working hours according to the work roster may be up to 11 hours over a maximum of one week at a time. In this case, the regular weekly working time can be up to 55 hours. After the one-week period, the daily shifts cannot exceed 8 hours for at least a week.
5. When applying an average regular working time as referred to in the working time adjustment system, it can be agreed in the workplace that the wage is paid according to the average weekly working time of 40 hours.

### **Inadequate application**

6. If the workplace does not have a working time plan or work roster in place, the limit for regular working time is set to 8 hours a day and 40 hours a week when calculating possible overtime.

## **Section 15 Working time bank**

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

1. At the workplace, it is possible to agree locally on the introduction of a working time bank (see Section 5 Local agreements). The working time bank refers to a voluntary system, in which different statutory holidays or holidays based on the collective agreement, as well as the regular working time, can be transferred to a later date.

#### **Application instructions:**

The working time bank may also be applied with the working time arrangements in which regular working time is under 40 hours per week.

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

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

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

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

Hours in the adjustment system

- time off for compensating the average working time
- working hours based on average regular working time.

These hours are adjusted to the average hours over a maximum of 52 weeks.

Hours in the working hours bank

- the second rest day of the week (Saturday)
- working time reduction leave

- overtime compensation given as a holiday (basic wage + increase component)
- the increase component for Sunday work given as a holiday
- end-of-holiday pay changed to a holiday
- saved annual holiday in accordance with the Annual Holidays Act

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

### **Application instructions:**

Hours in the adjustment system must be kept separate from other types of leave. The employer must ensure that the time off for compensating average regular working hours is given no later than within 52 weeks.

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

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

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

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

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

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

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

As the working time bank agreement terminates or the employee resigns from it, the compensation for any unused holidays is calculated according to the number of hours and the average hourly wage (see Section 31 Average hourly pay).

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

If an employment relationship of less than 6 months ends for a reason attributable to the employer, a 50% increased pay shall be paid for the leave not taken, unless all or part of the leave is taken during the notice period.

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

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

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

## Section 16 Reduced working hours

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

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

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

Regular days worked		Amount of working time reduction	
		in days off	in hours
at least	17	1	8
at least	34	2	16
at least	51	3	24

at least	68	4	32
at least	85	5	40
at least	102	6	48
at least	119	7	56
at least	136	8	64
at least	153	9	72
at least	170	10	80
at least	194	11	88
at least	212	12.5	100

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

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

It can be agreed with the employee that working time reduction holidays will not be taken. In this case, the employer pays the employee a separate compensation for regular hours. The amount of the compensation is 5.5% of average hourly earnings (see Section 31 Average hourly pay).

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

### **Application instructions:**

If the working time reduction is given by shortening the daily working time, these days are counted as completed regular working days.

The working time reduction does not change the provisions on overtime laid down in the collective agreement.

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

3. For an employee who is paid by the hour, the compensation for the duration of the holiday is paid according to the average hourly wage (see Section 31 Average hourly pay). The compensation shall be paid to the employee in the pay period in which the annual holiday is taken.

For monthly salaried employees, the monthly salary is kept unchanged during the months during which working hours have been reduced.

If an employee's employment ends and they have taken leave before it was accrued, the employee is liable to reimburse the employer for the wages paid for the leave. The employer is entitled to deduct this amount from the employee's payoff.

If an employee's employment ends before they have had a chance to use up leave that has accrued, the employee is entitled to wages in lieu of the unused leave.

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

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

## **Section 17 Breaks**

### **Lunch break**

When the working day is 6 hours or longer, the employee is given at a time set by the employer one lunch break that is not included in the working time.

If agreed at the workplace, the lunch break can be shorter than an hour, but nevertheless at least 30 minutes.

During the lunch break, the employee is free for all work duties, and they shall be entitled to leave the workplace.

If the continuation of the work so requires, it can be agreed at the workplace that the employee can have their meal while working, instead of the above-mentioned lunch break, and use no more than 20 minutes of working time for having the meal.

### **Other breaks**

1. During an 8-hour shift, the employee is entitled to two 12-minute breaks. If the shift is less than 8 hours, the employee is entitled to one 12-minute break. If the

shift is at least 10 hours in accordance with the adjustment system, the employee is entitled to three 12-minute breaks.

When a working time reduction as referred to in Section 16 is applied so that the duration of the shift is at least 7 hours, the employee is entitled to two 12-minute breaks.

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

## **Section 18 Weekly rest and holidays**

1. An employee is given on Sunday, or if this is not possible, on another day of the week, a continuous weekly rest of at least 35 hours.
2. If production-related reasons so require, the weekly rest can be postponed, if agreed. However, a related holiday that reduces regular working time must be given at least within two months from its original timing. If the weekly rest has not been granted as explained above, the employee is paid a weekly rest period compensation corresponding to the wage of the working time spent. (Note: this rule is different in the working time adjustment system, see Section 14).
3. Saturday is often the second rest day of the week. In jobs that must be performed in every day of the week, another day in the same week could be granted as a rest day in stead of Saturday. This rest day should be placed close to the weekly rest day.
4. Christmas Eve, Easter Saturday and Midsummer Eve are unpaid holidays, unless compelling production-specific reasons otherwise require. Monthly salaried employees are paid a normal salary for these holidays. The payment for the work performed on these days is the regular salary increased by 100% (see also Section 29, paragraph 4 Christmas Eve, Easter Saturday and Midsummer Eve compensation).

## **Section 19 Overtime and maximum working hours**

1. The employee's working hours, including overtime, shall not exceed an average of 48 hours per week over a period of six months. The maximum working time includes all hours worked.

2. Working overtime is voluntary for the employee. Overtime must be agreed separately and in advance each time.

(See also Section 29(1) Overtime pay)

## **Section 20 Additional work**

At the workplace, it is possible to agree locally an optional 172 hours of additional work without overtime increments (see Section 5 Local agreements). A prerequisite for the agreement is that a shop steward has been elected for the workplace and that the agreement on additional work is made in writing between the shop steward and the employer. If there is no shop steward, the introduction of a local agreement requires that the Industrial Union and the Federation of Agricultural Employers MTA have approved the content and implementation of the local agreement. In the case of part-time employees, hours can be agreed in proportion to working hours.

Instructions for local agreements on additional work are included as an annex to the collective agreement.

## **Section 21 Emergency work**

Emergency work can be carried out if the conditions of Section 21 of the Working Hours Act (872/2019) are met.

(See also Section 29(12) Compensation for emergency work)

## **Section 22 On-call duty**

The employer and employee can agree the employee shall be at the employer's disposal outside their regular working hours and prepared to arrive at the place of work/to work as agreed or when called out.

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

If the workplace uses a standby system in accordance with the Working Hours Act, the minimum compensation for standby time is equal to the compensation for on-call duty specified in the collective agreement.

### **Application instructions:**

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



(See also Section 29(13) On-call compensation)

## **Section 23 Emergency out-of-hours work**

1. Emergency out-of-hours work includes work carried out on the basis of being called out to work outside regular working hours after having already left the site. This does not apply to the employee in on-call duty in accordance with Section 22.
2. Emergency out-of-hours work is compensated for by paying the actual wages in addition to emergency call-out payment, the amount of which is determined based on the time of call out as follows:
  - A. If the call to work occurs outside regular working hours or while the employee has a day off, but no later than at 9 p.m., the compensation corresponds to the basic salary for one hour.
  - B. If the said call to work occurs between 9 p.m. and 6 a.m., the compensation corresponds to the basic salary for two hours.

## **IV REMUNERATION**

### **Section 24 Salary**

1. Salary components

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 their duties, and
- c) Possible company-specific component.

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

Employees have the right to know the amounts of each component of their personal pay and the grounds how they are determined, both at the start of the employment relationship and whenever they change.

## 2. Job requirement groups

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

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><li>- extent of the safety requirements</li><li>- extent to which the work involves responsibility for the safety and welfare of people</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 instructions:**

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 instructions:**

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 instructions:**

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 instructions:**

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 instructions:**

Typical duties in requirement group 5 are management and expert tasks.

## **2.1 Determining job requirement groups**

The tasks performed at the workplace are divided into the above-mentioned 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 agreed at the workplace. The employer documents the decision and must be able to present it to the employee upon request.

**Application instructions:**

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 collective agreement. When determining the job requirement groups, the tasks at the workplace can be evaluated as sets of work.

## 2.2 Placement of employees in job requirement groups

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 personnel representative representing the employees to participate.

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

The employee must be informed of the requirement group of their work in writing. The parties to the collective agreement 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 instructions:**

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 their 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.

## 3. Pay scale

The hourly wages of job requirement groups and minimum levels of proficiency bonus in employment contracts signed on or after 1 May 2025 are as follows:

Job requirement group	€/h	Minimum proficiency bonus (4%) €/h	Salary scale, incl. proficiency bonus (4%) €/h
1	9.87	0.39	10.26
2	10.30	0.41	10.71
3	10.79	0.43	11.22
4	11.30	0.45	11.75
5	11.82	0.47	12.29

The hourly wages of job requirement groups and minimum levels of proficiency bonus in employment contracts signed on or after 1 May 2026 are as follows:

Job requirement group	€/h	Minimum proficiency bonus (4%) €/h	Salary scale, incl. proficiency bonus (4%) €/h
1	10.18	0.41	10.59
2	10.61	0.42	11.03
3	11.10	0.44	11.54
4	11.61	0.46	12.07
5	12.13	0.49	12.62

The hourly wages of job requirement groups and minimum levels of proficiency bonus in employment contracts signed on or after 1 May 2027 are as follows:

Job requirement group	€/h	Minimum proficiency bonus (4%) €/h	Salary scale, incl. proficiency bonus (4%) €/h
1	10.45	0.42	10.87
2	10.88	0.44	11.32
3	11.37	0.45	11.82
4	11.88	0.48	12.36
5	12.40	0.50	12.90

#### 4. Proficiency bonus

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

#### 4.1 Proficiency bonus system at the workplace

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 training in the field
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
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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 parties to the collective agreement 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 system so require, but at least once every two calendar years.

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

#### 4.2 Alternative proficiency bonus system

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 training in the field 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 instructions:**

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

Under the alternative proficiency bonus system, 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 met the time period in question.

## 5. General increase

The overall increase is a pay increase that is agreed upon by the parties to a collective agreement in collective bargaining. The overall increase is paid at the time agreed by the parties to the collective agreement. The overall increase is paid to all employees who are in an employment relationship with an employer operating in a sector covered by the collective agreement. The employer pays the overall increase to all employees who are in an employment relationship at the time of the increase.

The components of personal pay are explained to the employee in writing at the time of each overall increase.

The amount of the overall increase is 26 cents/hour for hourly wage employees and 44.72 euros/month for monthly salaried employees as of the start of the closest pay period to 1 May 2025; 31 cents/hour for hourly wage employees and 53.32 euros/month for monthly salaried employees as of the start of the closest pay period to 1 May 2026; and 27 cents/hour for hourly wage employees and 46.44 euros/month for monthly salaried employees as of the start of the closest pay period to 1 May 2027.

## 6. 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 review the employee's personal remuneration criteria and their realization and other matters. The performance evaluation is also justified, if the employee's duties are substantially altered or the proficiency level of the employee changes.

## **Section 25 Monthly salary**

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

The above factor has been determined based on the maximum working time of 40 weekly hours, as provided in Section 11 of this collective agreement. If a shorter working time has been agreed in the employment contract, the above-



mentioned multiplier does not apply and the calculation must be done separately in each case.

The monthly salary is the employee's personal salary, which is formed from the components of the hourly wage referred to in Section 24, paragraph 1 of this collective agreement. Compensations and increments in accordance with the collective agreement are paid in addition to the personal monthly salary.

## **Section 26 Total salary**

An employee who works in supervisory duties or is responsible for production or works as an independent expert and can decide on their working time arrangements, can agree on a total salary with their employer. In this case, the total salary covers the basic salary element (hourly or monthly salary) and the fixed monthly compensation including possible Sunday bonuses, on-call and standby time and other compensation related to the working time.

The scope and times of on-call and standby duty must be agreed in advance in writing. The fixed monthly salary also covers on-call and stand-by compensations in accordance with the collective agreement (see Section 22 On-call duty).

## **Section 27 Salaries of special groups**

### **1. Apprenticeship students**

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.

#### **Application instructions:**

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 completing their 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. Interns from institutions of higher education

A student studying at a university of applied sciences or university in the field and completing an internship as part of their study programme under an employment contract is paid at least 85% of the salary of job requirement group one.

The employee must provide the employer with a statement on the length of the internship included in the study programme.

If employment continues after the end of the internship, the employee will be paid a salary in accordance with the task's job requirement group.

**Application instructions:** The internship is to consist of guided work.

## 3. Schoolchildren and students

If a student studying in comprehensive school, high school or other education institute, or a young person who has completed their 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. Orientation period

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 their duties independently is considered part of the orientation period.

## 5. Weekend work

For an employee who, in accordance with their employment contract, works only on weekends, mid-week holidays, Christmas Eve or Midsummer Eve, it

can be agreed that their salary will be the same for all hours worked. This agreement must be made in writing, and it must indicate that the agreed salary already includes possible evening and Saturday bonuses, as well as the daily overtime compensation and the Sunday bonus.

## **Section 28 Incentive-based wages**

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.

### **1. Contract pay**

1.1. Contract pay must be agreed in writing in the employment contract or in an appendix to the collective agreement in force at the time before work is begun and separately for each product to be picked, harvested or planted.

1.2. 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 collective agreement 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 may 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.

1.3. 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.

1.4. 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 their 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 instructions:**

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 additional orientation and the reminder, the employee's pace of work continues to be slower than the contract work pace, the employee is paid 90% of the hourly wage of job requirement group 1.

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 parties to the collective agreement 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 parties to the collective agreement 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 instructions:**

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.

1.5. 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.

## **2. Productivity bonus**

It is possible to agree at the workplace on a productivity bonus based on the quantity or quality of work or other agreed grounds to be added to the personal hourly wage.

## **Section 29 Compensations and increments**

### **1. Overtime pay**

#### *Daily overtime*

Daily overtime refers to any work performed during the workday in addition to the regular daily working hours of 8 hours referred to in Section 11 of the collective agreement, or any work exceeding the regular working hours determined in the work roster referred to in Section 14, paragraphs 1 and 4.

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

### *Weekly overtime*

Weekly overtime refers to work which, without taking into account the daily overtime carried out during the same week, exceeds the regular weekly working time of 40 hours as stated in Section 11, paragraph 1 of the collective agreement or the regular weekly working time determined in accordance with Section 14, paragraphs 1 and 4.

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

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

### *Overtime compensated as free time*

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

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

## 2. Compensation for Sunday work

For work performed on Sundays, church holidays or the Independence Day, the remuneration includes the regular wages or salary and possible overtime increments, as well as the statutory Sunday supplement for each hour. This supplement is 100 per cent of the employee's personal pay. If agreed, the compensation can be transferred to the working time bank and taken as leave.

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

## 3. Midweek holiday compensation

3.1. For New Year's Day, Epiphany, Labour Day, Christmas Day, Boxing Day, Good Friday, Ascension Day and Easter Monday falling on a weekday other than Saturday or Sunday, the employee shall be paid 8 hours' salary of average hourly earnings or in proportion to working hours as a midweek holiday compensation (see Section 31 Average hourly pay).

For part-time employees, the compensation for midweek holidays is paid in proportion to the hours worked. The calculation is based on the hours worked during the calculation period of average hourly earnings.

3.2. The mid-week holiday compensation is paid to an employee with at least two months of continuous service before the mid-week holiday in question, provided that the employer is obligated to pay the salary for the day preceding the midweek holiday, as well as for the following working day in accordance with the collective agreement. Midweek holiday compensation is paid also in situations where an absence from work on either of the days mentioned above is based on the employer's consent or a lay-off.

Midweek holiday compensation is also paid to an employee who, immediately before the midweek holiday in question, has been employed for at least two weeks and has also previously worked for the same employer for a total of at least six months during the past two years.

#### **Application instructions:**

As a rule, the employer's consent must always be given, except in situations where the absence from work constitutes an unauthorised absence.

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

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

3.5. In a week with a midweek holiday, all weekdays are regarded as working days, with the exception of the Saturday following Independence Day, New Year's Day, Epiphany, Ascension Day, May Day, Christmas and Easter. These Saturdays of the midweek holiday week are holidays.

If the above-mentioned Saturdays have to be working days due to production-related reasons, the corresponding leave that shortens the working week shall be given at a later date. Unless the corresponding leave is granted, the

payment for the work performed on the Saturday in question is the regular salary increased by 50 per cent.

#### 4. Compensation for Christmas Eve, Easter Saturday and Midsummer Eve

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

#### 5. Salary for Independence Day

If the Independence Day had otherwise been a working day, the employee is paid a full salary calculated based on the average hourly pay (see Section 31 Average hourly pay).

If the work is paid by the day, hour or piecework, receiving this compensation requires that the employee has been continuously working for the employer for at least 6 working days before the Independence Day.

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

#### 6. Saturday supplement in retail work

From the beginning of the pay period from 1 May 2025 onward or the period closest to this date, a bonus of EUR 1.29 is applied to the hourly pay for retail work performed on Saturdays in accordance with the work roster.

#### 7. Shift work supplement

In shift work, the shifts must change regularly after a predetermined period of time. Shifts shall be considered to change regularly when the shift overlaps with the next shift for a maximum of one hour or when there is no more than one hour between the shifts.

From the beginning of the pay period from 1 May 2025 onward or the period closest to this date, the following shift work bonuses for evening and night work in heating and security duties, as well as in any other shift work, are added to the regular hourly wage:

evening shift	0.88 euros per hour
night shift	1.60 euros per hour

#### 8. Evening work supplement



For work performed between 6 p.m. and 10 p.m. that is not shift work, overwork or emergency work, an evening work bonus of 63 cents per hour is paid.

#### 9. Night work supplement

For work performed between 10 p.m. and 5 a.m. that is not shift work, overwork or emergency work, an increase equivalent to the night work bonus is paid.

#### 10. Pesticide bonus

For pesticide and herbicide application tasks requiring the use of special protective clothing and a respirator, the employee is paid a working conditions bonus of 1.10 euros per hour, unless a larger compensation has been agreed at the workplace.

#### 11. Compensations for travel expenses

If the employer has ordered an employee to travel outside their hometown for work and the work-related travel requires an overnight stay, the employer is responsible for arranging accommodation. In addition, the employer shall pay a per diem allowance of 40.80 euros for each day requiring an overnight stay in 2025.

If the employer orders an employee to travel for an assignment that lasts for at least 6 hours, and after which the employee can return to their own home for the night, the employer will pay a travelling per diem allowance of 19.95 euros in 2025. If the journey lasts for more than 10 hours, the allowance is 28.25 euros. The allowance is adjusted annually.

If the employee is provided with a meal during the journey at the employer's expense, the allowance is reduced by 50%. Here, *'a meal' means two meals for the higher level of compensation and one meal for the lower level.* The employee has the right to refuse the meal provided by the employer, in which case the allowance will be paid in full.

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

The travel expenses during the aforementioned secondments are covered by the employer. If the employer and employee so agree, the employee can use their own car, in which case the compensation will be 0.59 euros per kilometre in 2025.

#### **Driving for maintenance operations**

If the employee and employer have agreed that the employee will use their own car for maintenance operations, the employee shall be paid compensation of 0.59 euros per kilometre for these expenses. The use of a trailer for maintenance runs is agreed at the workplace. The compensation paid for expenses is adjusted annually.

## 12. Compensation for emergency work

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

(See also Section 21 Emergency work)

## 13. On-call compensation

The compensation for the inconvenience caused to an employee by on-call duty is agreed upon in a written on-call agreement. Unless otherwise agreed on, the minimum compensation for being on call is 21 euros per day rounded up to the next full day. The employer and employee may also agree to convert any hours worked during on-call hours to a corresponding period of time off.

Work done during on-call time is paid per hour worked.

(See also Section 22 On-call duty)

## 14. Seniority allowance

On the closest pay day to the 1 December, the employee receives a seniority allowance based on the consecutive duration of their employment contract at the end of the preceding November.

<b>Duration of the employment</b>	<b>Seniority allowance, euros/year</b>
5–7 years	€100
8–11 years	€194
12–15 years	€303
16–19 years	€386
20 years or more	€492

If the employee has been absent for more than one month during the year in question, the allowance is paid based on the months they have been working. The days that are considered equivalent to working days according to Section 7

of the Annual Holidays Act are regarded as time equivalent to working, as reviewed per each calendar year. However, lay-offs are considered the equivalent of working time for their entire duration.

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

#### 15. Compensation for vocational degree and specialised vocational training

If an employee during their employment is completing a vocational degree or specialised vocational training, the employer shall pay a degree-specific compensation of EUR 127 for the vocational degree as a one-time compensation.

#### 16. Call-up compensation and pay for the duration of refresher training exercises

The employer pays a one-day salary calculated with the average hourly wage as compensation to an employee who participates in conscription call-up or a selection event for the first time (see Section 31 Average hourly pay). If the employee is employed on the day in question, they will also be paid wages or salary for the hours worked.

The above-mentioned compensation is paid only for the day in which the conscription or the selection event takes place.

The employer pays the employee participating in reserve training a salary, so that together with the reserve pay paid by the state, the employee receives earnings corresponding to their average hourly pay. The above provision applies for those refresher training exercises for which the state pays a reservists' pay.

#### 17. Personal holidays

An employee who has worked for the company for at least 3 months is entitled to have a day off on their 50th, 60th and 70th birthday, their own wedding day or the day of registering a relationship. This day off shall correspond to the employee's regular working hours, and it is compensated in accordance with their average hourly wage. This applies to anniversaries that occur during the employee's working days (see Section 31 Average hourly pay).

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

Close relatives refer to the employee's spouse, own and adopted children, parents, siblings and parents-in-law. A cohabiting partner and a registered partner are also considered comparable to a spouse.

#### 18. Phone compensation

The employee cannot be required to use their own phone during working hours. If the employer requires the employee to be available by phone during the workday, the employer must provide a company phone and subscription for the employee's use or offer the employee a phone benefit as an in-kind benefit, or the employer and the employee must agree on compensation for the use of the employee's own phone.

### **Section 30 Incentive remuneration and profit bonus**

If agreed at the workplace, 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 (see Section 31 Average hourly pay).

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 either agreed at the workplace, or the employer notifies the employees of the grounds.

### **Section 31 Average hourly pay**

The average hourly pay in this collective agreement refers to the average hourly salary for the last two pay periods. If the salary amount varies, for example, due to the productivity bonus determined by the employee's own effort or incentive pay, the calculation period for the average hourly pay is the period of six pay periods.

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

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

**Application instructions:**

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

**Section 32 Payment of wages and salaries**

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

During the employment relationship, the calculation and payment period of wages and salaries is up to 8 workdays from the last workday of the pay period. If the date for the payment of salary is a public holiday, the salary is paid on the previous business day.

When applying an average working time in accordance with the working time adjustment system, it can be agreed at the workplace that the employee's wages or salary are paid according to the average weekly working time of 40 hours.

If the company pays the salary every two weeks in accordance with the above-mentioned provision, one of these payments may be paid as an advance payment. However, in all cases, the employee must be provided at least once a month with a payslip as referred to in the Employment Contracts Act, showing the number of hours worked and earnings and the grounds for determining the wages, itemised by supplement.

The parties to the collective agreement recommend that the payslip also shows accrued days of annual holiday, working hours reduction leave and accrued hours in the working time bank.

The compensation paid for additional, overtime and emergency work performed during the pay period must be listed separately on the payslip. If the employee's pay includes any employee benefits, they must be considered when calculating pay increases.

With the exception of the proficiency bonus, supplements and compensations paid on the basis of the collective agreement may not be included in the employee's basic pay.

2. The final salary or wages must be paid as soon as possible. At the end of a non-fixed term employment relationship, the final salary or wages can be paid on the employee's next normal payday. However, in fixed-term employment relationships, the final salary or wages must be paid no later than within 5 workdays.

If a seasonal worker who will be leaving the country provides the employer with proof of a ticket whose departure date falls within the above-mentioned five-day period at least two weeks before the agreed end of the employment contract, the employer is obliged to pay the balance of the employee's salary before their departure.

**Application instructions:**

The employer does not have the right to change the duration of the fixed-term contract after a ticket has been presented.

3. Unless otherwise agreed, the payment is paid to the financial institution appointed by the employee.
4. The employer may not charge an employee for recruitment, orientation or services related to travel to and from Finland, and may not charge interest on funding the employee's travel expenses.

It is the employer's responsibility to inform the employee that no person or organisation may make the above-mentioned charges.

5. When an employer arranges tickets for an employee to travel to or from the country by air or another mode of transport, the cheapest ticket option will be considered as early as possible to ensure that reimbursable expenses remain reasonable for the employee.

If necessary, the employer will provide transport for seasonal workers between their accommodation and the airport or other place of arrival in the country.

If necessary, the employer will provide seasonal workers with appropriate accommodation. The Finnish Immigration Service's guidelines on accommodation for seasonal workers, along with other official recommendations and regulations, should be used to assess the appropriateness of the accommodation. Any fringe benefits shall be taxed in accordance with the Tax Administration's annual decision on fringe benefits. If accommodation provided by the employer is not provided as a fringe benefit, a reasonable rent may be agreed upon. This rent may not exceed the general rent levels in the area. The requirement of reasonableness must take into account the type of accommodation and the number of people living in the same accommodation.

A reasonable meal charge may be agreed on for food services provided by the employer.

Information about the costs that will be incurred by the employee must be provided to the employee in advance at the time of recruitment. If the employer and employee agree that expenses are to be deducted from monetary salary or wages, the employer may only deduct the amounts that have been agreed on in

advance and in writing with the employee. The contract must be concluded in a language the employee understands. Any charging of expenses must comply with Chapter 2, Section 17 of the Employment Contracts Act.

## **V ANNUAL HOLIDAY**

### **Section 33 Length and granting of annual holiday**

1. The provisions laid down in the Annual Holidays Act govern annual holidays.
2. A part of the annual holiday comprising of four weeks (24 weekdays) shall be granted as an uninterrupted holiday between 2 May and 30 September. If the company's production conditions do not allow for taking the entire holiday during the above-mentioned holiday season, one third of the holiday can be granted outside the holiday season, but then it is extended by 50%.
3. The employer is entitled to grant the rest of the annual holiday exceeding the four weeks separately outside the holiday season (from 2 May to 30 September) referred to in the Annual Holidays Act.
4. When granting the annual holiday, all the other days except for Sundays, church holidays, Easter Saturday, May Day, Midsummer Eve, the Independence Day and Christmas Eve are counted as days of holiday.

### **Section 34 Holiday pay**

#### **Holiday pay of hourly paid employees**

1. For hourly paid employees, the daily holiday pay for annual holiday is obtained by multiplying hourly earnings (or average hourly earnings when necessary) by the number of weekly working hours agreed on in the employment contract and dividing this weekly salary by 6. The calculated daily pay is then multiplied by 1.03.

#### **Application instructions:**

Average hourly earnings are always used when the amount earned differs from the hourly wage as a result of bonuses. Average hourly earnings are calculated using the calculation period preceding the annual holiday. (See Section 31 Average hourly pay).

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

For hourly paid employees, the holiday pay is paid before the start of the holiday on the normal payday closest to the start of the holiday, or as agreed at the workplace.

### **Holiday pay of monthly salaried employees**

2. An employee whose salary is agreed for at least a week is entitled to get paid also during their annual leave. The pay for one day off for an employee with a monthly salary is calculated by dividing the monthly salary by 25.

### **Fringe benefits**

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

## **Section 35 End-of-holiday pay**

An employee who starts their annual holiday on the given date and returns to work as soon as the holiday has ended is paid 50 per cent of their annual holiday pay as end-of-holiday bonus. End-of-holiday bonus is paid no later than on the payday following the end of each holiday period. If the employee does not return to work as agreed after an annual holiday, the employer may recover the amount of end-of-holiday bonus paid in advance.

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

End-of-holiday pay is also paid for a retiring employee or an employee who returns to work after their military service in accordance with the Act on the Continuation of Contractual and Public-Service Employment Relationships of People Fulfilling Their National Defence Obligation, as well as employees on pregnancy or parental leave or those who have been temporarily laid off.

Voluntary military service is considered as equivalent to conscription.

### **Application instructions:**

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

End-of-holiday pay is also paid to an employee whose employment contract is terminated due to reasons unrelated to the employee. However, if the employment contract ends during the holiday period (2 May to 30 September) for reasons unrelated to the employee, they will only receive end-of-holiday pay for the annual leave accrued by the end of the previous holiday credit year.



If the annual holiday is granted as extended in accordance with Section 33, paragraph 2, the end-of-holiday pay is not paid for the extended days.

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

**Application instructions:**

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

**Section 36 Percentage-based holiday pay**

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

- 12.5% of earnings to an employee whose employment relationship has lasted less than a year;
- 15.8% of earnings for an employee whose employment relationship has lasted over a year without interruptions.

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

Percentage-based holiday compensation is itemised in the employee's payslip at the time of payment.

**Application instructions:**

The percentage-based holiday compensation may not be applied in employment relationships that are valid until further notice.

In the case of long-term fixed-term contracts which continue into the next leave year, the annual leave rules apply.

## **Section 37 Pay in lieu of holiday at the end of the employment relationship**

When an indefinitely valid employment contract is terminated, the holiday pay corresponding to accrued and unused holiday is paid in the form of holiday compensation (see Section 34 Holiday pay).

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

## **VI SICKNESS, ACCIDENTS AND INCAPACITY FOR WORK**

### **Section 38 Determination of incapacity to work**

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

If an employee falls ill, they can be absent from work no more than two days on the basis of their own notice. If the illness continues for longer, the employer is entitled to demand a medical certificate of the incapacity to work.

The maximum annual number of sick leaves that can be taken with a self-notice is 6 days, and sick days in excess of this number are granted in accordance with workplace-specific guidelines.

The employer instructs the employee on how to report sick leave and other practices. Practices should take into account the limitations that may be caused by the illness.

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

#### **Application instructions:**

A justified reason can be the employee's repeated absences due to illness or suspicion of substance abuse or other misconduct affecting work ability.

### **Section 39 Right to pay for the period of incapacity for work**

If an employee who is unable to perform their duties due to an illness or injury that has not been intentionally caused, they shall be entitled to a sick leave salary as follows:

<b>Duration of employment at the time of illness</b>	<b>Length of the paid period</b>
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less than one week	no right to pay
at least 1 week	50% of pay for workdays that fall within the next 9 weekdays following the start date of the illness (see also Section 42 Waiting period)
at least 1 month	pay for working days over a period of 28 days
at least 3 years	pay for working days over a period of 35 days
at least 5 years	pay for working days over a period of 42 days
at least 10 years	pay for working days over a period of 56 days

If the amount earned differs from the hourly wage as a result of bonuses, sick pay will equate to the average hourly earnings plus fringe benefits calculated for regular working hours (see Section 31 Average hourly pay).

The sick pay of an employee working on contract pay whose employment has lasted less than one month is calculated on the basis of their personal time-based wage.

The employer pays the salary for the sick leave on the regular payday and indicates the sick pay on the payslip.

### **Employer's right to compensation**

For the period for which the employer has paid wages or salary for sickness, pregnancy or parental leave, the employer has the right to claim the compensation to which the employee is entitled for the period of incapacity for work under the Health Insurance Act, the Workers' Compensation Act, the Employees' Pensions Act or the Motor Insurance Act, but not more than the amount paid by the employer.

If the daily allowance, pregnancy allowance or parental allowance referred to in the Health Insurance Act is not paid for a reason attributable to the employee, or it is paid at a lower rate than what they would be entitled to under the Act, the employer has the right to deduct from the wages during the period of sick leave, pregnancy or parental leave the part of the wages that has been denied in whole or in part for the employer's payment period due to the employee's conduct.

## **Section 40 Pay during periods of incapacity for work in recurring fixed-term contracts**

In the case of a fixed-term employee, previous work for the same employer is taken into account. If an employee has previously been employed by the same employer for at least three consecutive months, they are entitled to sick pay in accordance with the above-mentioned salary payment provision of 28 days

- in the second period after 14 days of work, and
- in the third period immediately after the start of the employment relationship.

## **Section 41 Date of illness or accident at work**

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

## **Section 42 Waiting period**

If the incapacity to work continues for no more than the day of falling ill and the following six (6) weekdays, the salary is not paid for the first day of the sick leave (waiting day).

If the employment relationship prior to the day of falling ill has lasted for at least 10 months or the incapacity to work has been caused by a work-related accident, the waiting day does not apply.

## **Section 43 Relapse of an illness**

If an employee falls ill again with the same illness within a maximum of 30 calendar days from the date on which sick pay or sickness benefit was last paid, and the pay period for the same illness has not been completed, the payment of sick pay will continue without a waiting period. The sick pay is continued to be paid until the sickness or the pay period for the sick leave ends.

If the same illness reoccurs after over 30 days from the day for which a per diem allowance or sick pay has been paid, the salary for the sick leave is paid in accordance with regulations governing a new illness, in other words all the normal provisions on waiting periods and salary payment apply (see Section 39 Right to pay for the period of incapacity for work).

If necessary, the determination of whether the illness is the same or a different one is based on the decision made by Kela.

## **Section 44 Compensation for loss of earnings due to medical inspections**

### **Statutory medical inspections and screenings**

1. The employer shall pay compensation for earnings lost and for essential travelling costs, when the employee visits the following:
  - medical inspections that are in accordance with the Council of State Decree (708/2013) on statutory occupational health services and accepted in the action plan of the occupational health services to be performed during employment
  - inspections relating to the Act on the protection of young people at work (998/1993)
  - inspections referred to in the Radiation Act (859/2018)
  - inspections required by the Council of State Decree (708/2013) when an employee is transferred within the same company to a job in which the said medical inspection is required
  - cancer screenings referred to in the Council of State Decree (339/2011).
  - medical checkup, examination or vaccination referred to in the Communicable Diseases Act (1227/2016)

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

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

2. The employer compensates the employee for loss of earnings if appointment cannot be scheduled outside working hours or the need is urgent
  - for a medical inspection required in order to diagnose a disease
  - for inspection-related laboratory tests or x-rays prescribed by a doctor
  - for recurring inspections required by chronic diseases, such as diabetes
  - during a medical examination for the purpose of prescribing an assistive device, such as eyeglasses or a device for the treatment of illness, and during instruction on the use of said device
  - for medical inspections during pregnancy
  - for inspections required in order to obtain a necessary certificate for the pregnancy allowance under the Sickness Insurance Act
  - for the first treatment of a sudden tooth disease occurring during an employee's shift and causing incapacity to work, if the employment relationship prior to the event has lasted at least one month.

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

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

The employee has the obligation to notify their employer of the booked appointment in advance.

## **Section 45 Periodical health checks**

The employer organises periodical health checks and working capacity examinations for permanent employees at minimum five-intervals from the age of 50. Employees will be eligible to receive periodical health checks after five years of employment. These checks aim to strengthen the employee's resources and ability to manage their work, detect any risks of working incapacity at an early stage, prevent any illnesses affecting working capacity and reduce risk factors. The checks will take place during the employee's free time. If healthcare is not available outside of the employee's working hours, the employer must allow the employee to make an appointment during the working day. No salary or travel expenses are paid for this period.

## **Section 46 Replacement work**

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

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

## **Section 47 Group life insurance**

The national labour market organisations have agreed on the provision of insurance cover. The insurance is taken out by the employer, who also pays the insurance premium. The insurance pays out a death benefit in the event of the death of the employee, if they have beneficiaries listed in the insurance terms and conditions. The beneficiaries are the deceased employee's spouse and children under the age of 22.

## **VII PARENTAL LEAVE**

### **Section 48 Pregnancy leave**

A pregnant employee whose employment has continued without interruption for at least 6 months before the estimated due date is paid wages or salary for working days that fall within a period of one month days from the start date of the pregnancy leave under Chapter 4, Section 1 of the Employment Contracts Act.

(See also Section 39 Right to pay for the period of incapacity for work)

### **Section 49 Parental leave**

An employee who has not given birth but is caring for a child and is entitled to parental allowance under the Health Insurance Act shall be paid for at least the first six working days, provided that their employment contact has continued uninterrupted for at least six months before the parental leave.

### **Section 50 Care for a sick child**

In the event of a sudden illness of a child under the age of 10, the employee is paid sick pay for a period of temporary absence lasting up to 4 calendar days when such absence is necessary in order to arrange or provide care for a dependent child or another child who lives permanently in the employee's household.

In order to receive salary for the sick leave, both parents must be gainfully employed, and a medical certificate is provided of the child's sickness, and that the employee's employment relationship has lasted at least one month. Studying in another locality is equated with gainful employment.

Those entitled to leave for the care of a sick child can share the leave with others and are entitled to sick pay, but not at the same time.

### **Section 51 Care for a severely ill child**

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

## **Section 52 Care of an elderly parent**

In the event of a sudden illness or repatriation of an elderly parent, the employee is entitled to the necessary leave to arrange the care or treatment of the parent.

## **VII SAFETY AT WORK**

### **Section 53 General obligations**

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

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

4. The employer shall arrange statutory occupational health care at its own expense and in cooperation with medical professionals in accordance with the provisions on the employer's responsibility for arranging occupational health care laid down in the Occupational Health Care Act 1383/2001 and the Government Decree on the principles of good occupational health care practice, the content of occupational health care and the qualifications of professionals and experts 708/2013.
5. For employees working with toxic plant-protecting agents and herbicides, the employer shall arrange and compensate for medical examinations once a year.
6. A list of plant-protection agents used at the site, as well as their Safety Data Sheets (SDS), shall be available at the workplace for employees. A copy of the list shall be given to the employee during their medical examination as referred to in this paragraph.



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

## **Section 54 Protective equipment**

1. The employer shall provide a permanent employee with the necessary amount of protective gloves, headgear that provides protection from the sun (if applicable) and up to two sets of protective clothing. If occupational safety so requires, the employer will also provide appropriate footwear for the task in question. All equipment must be the employee's personal equipment for the duration of the employment contract.

The employer provides an appropriate thermal outfit and winter uniform for employees in a permanent employment relationship who are required to work in a cold building, cooling chamber or outdoors in winter. The employer provides new clothing to replace worn or broken articles of clothing.

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

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

The employer provides fixed-term employees with the necessary protective gloves and clothing required for their work for the duration of their employment contact.

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

## **Section 55 Permits and training**

If the employer directs the employee to perform work tasks that require a permit card or qualification, such as a plant protection qualification, hygiene passport, occupational safety card, EA1 first aid qualification, hot work licence, AS1 first-aid extinguishing card, forklift operator card or roadwork safety card, the employer is obligated to ensure that the employee has the appropriate permit card or to arrange the necessary training before starting the work task. When an employer directs an employee to perform a work task that requires a permit card or a qualification, the employer is responsible for the costs of the training, travel and accommodation costs and lost earnings during the training.

## **IX COOPERATION AND DISAGREEMENTS**

### **Section 56 General provisions**

1. The rights and obligations that are related to the employment relationship but have not been specified in this collective agreement are governed by respective acts and decrees.
2. The employer must ensure that this collective agreement is available to employees in the workplace.

### **Section 57 Principle of continuous negotiation**

Negotiations on clarifying or improving a part of this collective agreement can be initiated during the agreement period. If, during the agreement period, it is necessary to open negotiations on quality issues relating to working-life, such as in connection with a broader labour market solution or significant amendments relating to the industry, the parties to the collective agreement can make necessary proposals. Matters agreed upon based on the principle of continuous negotiation can enter into force during the agreement period.

### **Section 58 Cooperation at the workplace**

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

Good cooperation and its maintenance and development must be sought at workplaces.

## **Section 59 Serious financial difficulties**

If the company's financial situation suddenly and significantly worsens and threatens to cause, among other effects, workforce reductions, it is possible to agree locally (see Section 5 Local agreement) on short-term changes to the terms of employment lasting no more than six months for the purpose of securing the continuity of the company's operations and jobs during the crisis. Changes to the terms of employment must be preceded by measures that seek to restore the company's operating conditions through financial arrangements and other less drastic means.

If a shop steward has been elected at the workplace, the difficulties relating to the company's finances, order volumes or employment shall be established together with the shop steward. In addition, less drastic means of restoring the company's operating conditions must be sought as alternatives to changing the terms of employment. If, after the implementation of financial arrangements and other less drastic means, a decision is made to change the terms of employment, a report on the expected effects of the changes on the company's financial situation must be presented to the shop steward before agreeing on the changes locally.

At workplaces where no shop steward has been elected, a report on the financial, order volume or employment difficulties faced by the company, financial arrangements and other less drastic measures carried out so far and the planned workforce adjustment measures and their expected effect on the stabilisation of the company's finances must be submitted in advance to the Industrial Union and the Federation of Agricultural Employers MTA.

## **Section 60 Carrying out the duties of an elected position**

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

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

The absence is considered equivalent to working time for the purposes of accruing annual holiday and working time reduction.

## **Section 61 Shop stewards**

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

## **Section 62 Interpretation of the collective agreement and settlement of disputes**

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

## **Section 63 Collection of membership subscription**

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

## **Section 64 Representatives of the parties to the collective agreement**

The representatives authorised by undersigned organisations have the right, when thus agreed or if the employer has been notified in due time, to negotiate with the employer at a workplace governed by the collective agreement and monitor the application of the agreement together with the employer's representative or shop steward.

## **Section 65 Validity of the collective agreement**

1. This agreement is valid from 1 February 2025 to 31 January 2028.
2. If another collective agreement is under negotiation, the provisions laid down in this collective agreement shall apply until the new agreement has been signed or the negotiations have otherwise ended.
3. This agreement was drawn up in two identical copies, one for both parties.

In Helsinki on 6 March 2025

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

Jenni Rantanen

Tomi Tahvonen

Kristel Nybondas

INDUSTRIAL UNION

Katariina Stoor

Jyrki Virtanen

FEDERATION OF AGRICULTURAL EMPLOYERS MTA  
INDUSTRIAL UNION

**PROTOCOL OF SIGNATURE**

**NEW COLLECTIVE AGREEMENT FOR THE HORTICULTURE SECTOR**

Date: 3 March 2025

Place: Helsinki Finnish Club, Kansakoulukuja 3, Helsinki, Finland

Present: The negotiators of the Federation of Agricultural Employers MTA  
Negotiators of the Industrial Union

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

**1 CHANGES TO THE STRUCTURE AND CONTENT OF THE APPENDICES TO THE COLLECTIVE AGREEMENT**

A working group appointed by the parties has proposed revisions to the structure and language of the appendices to the collective agreement for the horticulture sector. The revisions have been approved by the negotiation committees.

**2 VALIDITY OF THE COLLECTIVE AGREEMENT**

The validity of the collective agreement in force from 1 February 2023 to 31 January 2025 shall be extended from 1 February 2025 to 31 January 2028 with the changes listed in this protocol.

Both parties may terminate the collective agreement on 31 January 2027. A notice of termination must be submitted in writing to the other party no later than 30 November 2026.

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

**3 PAY INCREASES IN 2025, 2026 and 2027**

The increase in wages and salaries will be implemented in amounts in cents for both the overall increase and each job requirement group listed in the pay scale.

### 3.1 Overall increase (Section 24, paragraph 5)

The amount of the overall increase is 26 cents/hour for hourly wage employees and 44.72 euros/month for monthly salaried employees as of the start of the closest pay period to 1 May 2025; 31 cents/hour for hourly wage employees and 53.32 euros/month for monthly salaried employees as of the start of the closest pay period to 1 May 2026; and 27 cents/hour for hourly wage employees and 46.44 euros/month for monthly salaried employees as of the start of the closest pay period to 1 May 2027.

### 3.2 Pay scale (Section 24, paragraph 3)

The hourly wages of job requirement groups and minimum levels of proficiency bonus in employment contracts signed on or after 1 May 2025 are as follows:

<i>Job requirement group</i>	<i>Proficiency bonus minimum level (4%)</i>	<i>Standard pay including proficiency bonus (4%)</i>
€/h	€/h	€/h
1 9.87	0.39	10.26
2 10.30	0.41	10.71
3 10.79	0.43	11.22
4 11.30	0.45	11.75
5 11.82	0.47	12.29

The hourly wages of job requirement groups and minimum levels of proficiency bonus in employment contracts signed on or after 1 May 2026 are as follows:

<i>Job requirement group</i>	<i>Proficiency bonus minimum level (4%)</i>	<i>Standard pay including proficiency bonus (4%)</i>
€/h	€/h	€/h
1 10.18	0.41	10.59
2 10.61	0.42	11.03
3 11.10	0.44	11.54
4 11.61	0.46	12.07
5 12.13	0.49	12.62

The hourly wages of job requirement groups and minimum levels of proficiency bonus in employment contracts signed on or after 1 May 2027 are as follows:

<i>Job requirement group</i>	<i>Proficiency bonus minimum level (4%)</i>	<i>Standard pay including proficiency bonus (4%)</i>
€/h	€/h	€/h
1 10.45	0.42	10.87
2 10.88	0.44	11.32
3 11.37	0.45	11.82
4 11.88	0.48	12.36
5 12.40	0.50	12.90

### 3.3 Bonuses in cents and euros

The bonuses in cents and euros that are referred to in the collective agreement are as follows:

#### 3.3.1 Compensation for vocational degree and specialised vocational training (Section 29, paragraph 15)

as of 1 May 2025 €127 per qualification

as of 1 May 2026 €131 per qualification

as of 1 May 2027 €135 per qualification

#### 3.3.2 Saturday allowance in retail work (Section 29, paragraph 6)

as of 1 May 2025 €1.29/h

as of 1 May 2026 €1.33/h

as of 1 May 2027 €1.36/h

#### 3.3.3 Evening shift bonus (Section 29, paragraph 7)

as of 1 May 2025 €0.88/hour

as of 1 May 2026 €0.91/hour

as of 1 May 2027 €0.93/hour

#### Night shift bonus

as of 1 May 2025 €1.60/hour

as of 1 May 2026 €1.65/hour

as of 1 May 2027 €1.69/hour

#### 3.3.4 Evening work bonus (Section 29, paragraph 8)

as of 1 May 2025 €0.63/hour

as of 1 May 2026 €0.65/hour

as of 1 May 2027 €0.67/hour



### 3.3.5 Pesticide bonus (Section 29, paragraph 10)

as of 1 May 2025 €1.10/hour

as of 1 May 2026 €1.13/hour

as of 1 May 2027 €1.16/hour

### 3.3.6 Seniority allowance (Section 29, paragraph 14)

as of 1 May 2025:

5–7 years €100

8–11 years €194

12–15 years €303

16–19 years €386

20 years or more €492

as of 1 May 2026:

5–7 years €103

8–11 years €200

12–15 years €312

16–19 years €398

20 years or more €507

as of 1 May 2027:

5–7 years €108

8–11 years €205

12–15 years €320

16–19 years €408

20 years or more €520

### 3.3.7 Shop steward's compensation (Section 7 of the Shop Steward Agreement)

as of 1 May 2025:

5–20 employees €44/month

21–50 employees €57/month

51 or more employees €93/month

as of 1 May 2026:

5–20 employees €46/month

21–50 employees €59/month

51 or more employees €96/month

as of 1 May 2027:

5–20 employees €48/month

21–50 employees €61/month

51 or more employees €99/month

3.3.8 Occupational safety representative's compensation  
(Section 8 of the Agreement on Occupational Safety Cooperation)  
as of 1 May 2025:

10–20 employees	€44/month
21–50 employees	€57/month
51 or more employees	€93/month

as of 1 May 2026:

10–20 employees	€46/month
21–50 employees	€59/month
51 or more employees	€96/month

as of 1 May 2027:

10–20 employees	€48/month
21–50 employees	€61/month
51 or more employees	€99/month

## 4 CHANGES TO WORDING

The wording of the following sections has been revised while otherwise keeping the provisions of the collective agreement unchanged:

### **Section 5 Local agreements**

*Local agreements as referred to in this agreement refer to agreements made between the employer or the employer's representative and the shop steward, or if no such person has been elected, another employee representative, or if no such person has been elected, between the employer and the employees. An agreement made with a shop steward or another employee representative is binding for those employees whose interests the person is representing.*

*The agreement can be made for a fixed or indefinite period. Unless otherwise agreed, an agreement made for an indefinite period can be terminated with a notice period of three months.*

*The agreement is made in writing. The agreement shall record both the locally agreed provisions and anything else that has been otherwise agreed upon in a manner that clearly shows both contractual parties what changes the agreement will bring. Both parties must have sufficient time to familiarise themselves with the locally agreed matters and to obtain further information from collective bargaining experts. Negotiations must aim to establish and maintain a positive and open relationship between the parties. Negotiations must take place in a language understood by both parties.*

*The local agreement as referred to herein is part of the current collective agreement.*

## **Section 6 Commencement of employment and conclusion of an employment contract**

- 5. The employer or a representative authorised by the employer has the right to hire and dismiss employees and the right to direct and assign work.*
- 6. The employment contract is made in writing.*

*In addition, the employer must provide the employee with a written account of the key terms and conditions of the employment contract if the terms and conditions of Chapter 2, Section 4 of the Employment Contracts Act (55/2001) are not included in the employment contract.*

- 7. The employment contract shall determine whether the contract is*
  - a) for a fixed term, or*
  - b) for an indefinite term (that is, until further notice).*

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

*If, due to the nature of the work, it is necessary to agree on fixed-term employment on the basis of the completion of the agreed work and the exact end date of the work is not known, the employment contract must, however, include an estimate of the duration of employment. If the duration of employment has to be changed due to the nature of the work, the employer must notify the employee as soon as the employer becomes aware of the need and no later than one week in advance.*

### **Application instructions:**

*The duration of the employment relationship is stated in the employment contract either as an estimated end date of the employment or an estimated number of weeks or months. The duration of employment cannot be estimated in descriptive terms by tying it to the harvest season, maintenance season, piece work or first snowfall, for example.*

- 8. An employee who has turned 15 can conclude or terminate their own employment contract.*

## **Section 7 Obligation to provide information**

*The employer must make the following available to every employee: this collective agreement, any other legislation that must be displayed in the workplace, the shift roster, working time plan (if applicable), information about occupational healthcare, and a survey of the workplace that complies with the Occupational Healthcare Act.*

*The employer must provide employees with information about the workplace instructor and the person who has been appointed to provide orientation. Employees must also have access to information about the elected shop steward and the occupational safety representative.*

*An employer that recruits from abroad must provide employees with evidence of both the main terms and conditions of their employment contract and this collective agreement at the recruitment stage while the employee is still in their country of origin.*

### **Section 8 Trial period**

*The employer and employee can agree on a trial period that begins at the start of employment and last for no longer than six months. If the employee has been absent during this trial period due to working incapacity or family leave, the employer has the right to extend the trial period by a month for each 30-day period within the periods of working incapacity or family leave. The employer must notify the employee of the extension of the trial period before the trial period ends.*

*For fixed-term contracts, the trial period (including its extensions) may last for a maximum of half of the duration of the employment contract, and may be no longer than six months.*

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

*A trial period can only be employed when a written employment contract has been made.*

### **Section 9 Orientation**

*The employer must provide a new employee or an employee transferring from another task with sufficient guidance on their terms and conditions of employment, their new task and any related safety risks.*

*The employer is obligated to ensure that employees receive orientation and training in a language that they understand.*

*The employee appointed to provide the orientation must be given sufficient time for the orientation work. If an employee has the duty to provide orientation, this increases their job requirement group.*

*The employer is responsible for ensuring that the workplace instructor appointed for the workplace has sufficient skills to provide instruction and that, if necessary, the workplace instructor receives appropriate training that takes into account the special characteristics of the field. The employee is paid for the training time. The employer is responsible for costs related to the training.*

*The workplace instructor must be given sufficient time to prepare for both instruction and the actual instruction work. If an employee has the duty to provide workplace instruction, this increases their job requirement group.*

### **Section 10, paragraph 3**

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

### **Section 10, paragraph 10 (new)**

*If an employee with a fixed-term contract stops working before the end of the contractual term without agreeing on this with their employer, the employee must compensate the employer for any damages caused. The employer may retain one day's pay as compensation. This requires the employment contract to include an end date. The employer's right to withhold pay must be communicated to the employee in writing in the employment contract in a language that the employee understands.*

*The employer is entitled to withhold the above sum from the final pay payable to the employee as per Chapter 2, Section 17 of the Employment Contracts Act.*

*This paragraph does not apply to ending trial periods.*

### **Application instructions:**

*“One day's pay” means the hourly rate of pay for the daily working hours agreed upon in the employment contract in accordance with the employee's job requirement group.*

## **Section 10, paragraph 14 (new)**

*Any lay-offs that arise from typically occurring year-to-year fluctuations in labour requirements for production within the sector are not covered by the collective bargaining obligations in the Act on Cooperation Within Undertakings. In such cases, the employer must explain the measures, reasons, effects and alternatives to the employee when giving them notice of a lay-off. The employee's shop steward, another employee representative or, if no such representative has been elected, the employee themselves must be informed of the measures as soon as possible.*

## **Section 12 Work roster**

### ***Drawing up a roster***

*A roster shall always be drawn up for the workplace, and must indicate the length of an employee's regular shift and its start time. The work roster is drawn up to cover a period of at least four weeks. If it is impossible to draw up a work roster to cover a period of four weeks due to the irregularity of the work, the work roster must always cover as long a period as possible.*

*When drawing up the work roster, the employer must consult the shop steward, or if there is no such person, another representative appointed by the employees. If there is no employee representative, the employer must give employees the opportunity to express their wishes regarding work shifts.*

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

### ***Notification of the work roster***

*Employees must be notified of the roster in good time. Unless otherwise agreed at the workplace, the roster shall be communicated at least four days prior to the period referred to in the roster.*

### ***Changes to the roster***

*For a justified reason, shifts entered in the work roster can be changed in writing in the manner agreed in the workplace. A justified reason may be a situation arising from production-related needs or weather conditions that were unforeseeable at the time of drawing up the work roster. The written agreements on changes to working hours must specify a deadline by which shifts can be cancelled, moved or rescheduled.*

*If the employee has come in to work for a shift but the work cannot be started due to bad weather, the employee is reimbursed for the round trip between home and work. The amount of reimbursement is equal to the kilometre allowance confirmed annually by the Tax Administration. The reimbursement is taxable wage income.*

*The employer and employee can always agree on changes to the work roster at the employee's request.*

### **Special regulations relating to shifts and working hours**

*The working week starts on Monday morning at 5.00 a.m.*

*If an employee must move to another work location in the middle of the working day at the employer's request, the time spent travelling is counted as hours worked.*

### **Section 13 Working time records**

*The employer must keep records of working hours, overtime, additional and emergency work, and work carried out on Sundays or any other church holidays in order to provide information about the duration of each type of work and the wages paid. An employee or their authorised representative has the right to access information concerning themselves in the aforementioned documents.*

### **Section 17**

#### **Other breaks**

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

*When a working time reduction as referred to in Section 16 is applied so that the duration of the shift is at least 7 hours, the employee is entitled to two 12-minute breaks.*

### **Section 27, paragraph 2**

*Interns from institutions of higher education*

*A student studying at a university of applied sciences or university in the field and completing an internship as part of their study programme under an*

*employment contract is paid at least 85% of the salary of job requirement group one.*

*The employee must provide the employer with a statement on the length of the internship included in the study programme.*

*If employment continues after the end of the internship, the employee will be paid a salary in accordance with the task's job requirement group.*

**Application instructions:** *The internship is to consist of guided work.*

## **Section 29, paragraph 11**

*If the employer has ordered an employee to travel outside their hometown for work and the work-related travel requires an overnight stay, the employer is responsible for arranging accommodation. In addition, the employer shall pay a per diem allowance of 40.80 euros for each day requiring an overnight stay in 2025.*

*If the employer orders an employee to travel for an assignment that lasts for at least 6 hours, and after which the employee can return to their own home for the night, the employer will pay a travelling per diem allowance of 19.95 euros in 2025. If the journey lasts for more than 10 hours, the allowance is 28.25 euros. The allowance is adjusted annually.*

*If the employee is provided with a meal during the journey at the employer's expense, the allowance is reduced by 50%. Here, 'a meal' means two meals for the higher level of compensation and one meal for the lower level. The employee has the right to refuse the meal provided by the employer, in which case the allowance will be paid in full.*

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

*The travel expenses during the aforementioned secondments are covered by the employer. If the employer and employee so agree, the employee can use their own car, in which case the compensation will be 0.59 euros per kilometre in 2025.*

### **Driving for maintenance operations**

*If the employee and employer have agreed that the employee will use their own car for maintenance operations, the employee shall be paid compensation of 0.59 euros per kilometre for these expenses. The use of a trailer for*



*maintenance runs is agreed on at the workplace. The compensation paid for expenses is adjusted annually.*

### **Section 29, paragraph 13**

*The compensation for the inconvenience caused to an employee by on-call duty is agreed upon in a written on-call agreement. Unless otherwise agreed on, the minimum compensation for being on call is 21 euros per day rounded up to the next full day. The employer and employee may also agree to convert any hours worked during on-call hours to a corresponding period of time off.*

*Work done during on-call time is paid per hour worked.*

*(See also Section 22 On-call duty)*

### **Section 29, paragraph 17**

*(...)*

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

*(...)*

### **Section 32, paragraph 2**

*The final salary or wages must be paid as soon as possible. At the end of a non-fixed term employment relationship, the final salary or wages can be paid on the employee's next normal payday. However, in fixed-term employment relationships, the final salary or wages must be paid no later than within 5 workdays.*

*If a seasonal worker who will be leaving the country provides the employer with proof of a ticket whose departure date falls within the above-mentioned five-day period at least two weeks before the agreed end of the employment contract, the employer is obliged to pay the balance of the employee's salary before their departure.*

**Application instructions:** *The employer does not have the right to change the duration of the fixed-term contract after a ticket has been presented.*

### **Section 32, paragraph 4 (new)**

*The employer may not charge an employee for recruitment, orientation or services related to travel to and from Finland, and may not charge interest on funding the employee's travel expenses.*

*It is the employer's responsibility to inform the employee that no person or organisation may make the above-mentioned charges.*

### **Section 32, paragraph 5 (new)**

*When an employer arranges tickets for an employee to travel to or from the country by air or another mode of transport, the cheapest ticket option will be considered as early as possible to ensure that reimbursable expenses remain reasonable for the employee.*

*If necessary, the employer will provide transport for seasonal workers between their accommodation and the airport or other place of arrival in the country.*

*If necessary, the employer will provide seasonal workers with appropriate accommodation. The Finnish Immigration Service's guidelines on accommodation for seasonal workers, along with other official recommendations and regulations, should be used to assess the appropriateness of the accommodation. Any fringe benefits shall be taxed in accordance with the Tax Administration's annual decision on fringe benefits. If accommodation provided by the employer is not provided as a fringe benefit, a reasonable rent may be agreed upon. This rent may not exceed the general rent levels in the area. The requirement of reasonableness must take into account the type of accommodation and the number of people living in the same accommodation.*

*A reasonable meal charge may be agreed on for food services provided by the employer.*

*Information about the costs that will be incurred by the employee must be provided to the employee in advance at the time of recruitment. If the employer and employee agree that expenses are to be deducted from monetary salary or wages, the employer may only deduct the amounts that have been agreed on in advance and in writing with the employee. The contract must be concluded in a language the employee understands. Any charging of expenses must comply with Chapter 2, Section 17 of the Employment Contracts Act.*

### **Section 34, paragraph 1**

#### ***Holiday pay of hourly paid employees***

*For hourly paid employees, the daily holiday pay for annual holiday is obtained by multiplying hourly earnings (or average hourly earnings when necessary) by the number of weekly working hours agreed on in the employment contract*

and dividing this weekly salary by 6. The calculated daily pay is then multiplied by 1.03.

**Application instructions:** Average hourly earnings are always used when the amount earned differs from the hourly wage as a result of bonuses. Average hourly earnings are calculated using the calculation period preceding the annual holiday. (See Section 31 Average hourly pay).

## Section 35

(...)

End-of-holiday pay is also paid to an employee whose employment contract is terminated due to reasons unrelated to the employee. However, if the employment contract ends during the holiday period (2 May to 30 September) for reasons unrelated to the employee, they will only receive end-of-holiday pay for the annual leave accrued by the end of the previous holiday credit year.

(...)

## Section 36 Percentage-based holiday pay

(...)

Percentage-based holiday compensation is itemised in the employee's payslip at the time of payment.

**Application instructions:**

(...)

Annual holiday rules apply to long-term fixed-term contracts that continue into the next holiday credit year.

## Section 37

When an indefinitely valid employment contract is terminated, the holiday pay corresponding to accrued and unused holiday is paid in the form of holiday compensation (see Section 34 Holiday pay).

(...)

## Section 39

(...)

<b><i>Duration of employment at the time of illness</i></b>	<b><i>Length of the paid period</i></b>
<i>less than 1 week</i>	<i>no right to pay</i>
<i>at least 1 week</i>	<i>50% of pay for workdays that fall within the next 9 weekdays following the start date of the illness (see also Section 42 Waiting period)</i>
<i>at least 1 month</i>	<i>pay for working days over a period of 28 days</i>
<i>at least 3 years</i>	<i>pay for working days over a period of 35 days</i>
<i>at least 5 years</i>	<i>pay for working days over a period of 42 days</i>
<i>at least 10 years</i>	<i>pay for working days over a period of 56 days</i>

*If the amount earned differs from the hourly wage as a result of bonuses, sick pay will equate to the average hourly earnings plus fringe benefits calculated for regular working hours (see Section 31 Average hourly pay).*

(...)

**Section 40** (title change):

***Pay during periods of working incapacity for recurring fixed-term contracts***

### ***Section 45 Periodical health checks***

*The employer organises periodical health checks and working capacity examinations for permanent employees at minimum five-intervals from the age of 50. Employees will be eligible to receive periodical health checks after five years of employment. These checks aim to strengthen the employee's resources and ability to manage their work, detect any risks of working incapacity at an early stage, prevent any illnesses affecting working capacity and reduce risk factors. The checks will take place during the employee's free time. If healthcare is not available outside of the employee's working hours, the employer must allow the employee to make an appointment during the working day. No salary or travel expenses are paid for this period.*

### ***Section 49 Parental leave***

*An employee who has not given birth but is caring for a child and is entitled to parental allowance under the Health Insurance Act shall be paid for at least the first six working days, provided that their employment contract has continued uninterrupted for at least six months before the parental leave.*

## **Section 54 (title change): *Protective equipment***

### **Section 54, paragraph 1**

*The employer shall provide a permanent employee with the necessary amount of protective gloves, headgear that provides protection from the sun (if applicable) and up to two sets of protective clothing. If occupational safety so requires, the employer will also provide appropriate footwear for the task in question. All equipment must be the employee's personal equipment for the duration of the employment contract.*

(...)

*The employer provides fixed-term employees with the necessary protective gloves and clothing required for their work for the duration of their employment contract.*

### **Section 59**

*If the company's financial situation suddenly and significantly worsens and threatens to cause, among other effects, workforce reductions, it is possible to agree locally (see Section 5 Local agreement) on short-term changes to the terms of employment lasting no more than six months for the purpose of securing the continuity of the company's operations and jobs during the crisis. Changes to the terms of employment must be preceded by measures that seek to restore the company's operating conditions through financial arrangements and other less drastic means.*

(...)

## **Agreement on Occupational Safety Cooperation Section 7**

*The term of office for an occupational safety representative is two years.*

### **5 OTHER MATTERS AGREED UPON**

#### **5.1 Working group activities**

The parties to the collective agreement will establish a working group to discuss the promotion of skills related to orientation, on-the-job training and routine management, potentially in the form of a joint training project.

The contractual parties will establish a working group to prepare a model for the potential implementation of a company-specific increase for the sectors.

#### **5.2 Translations of collective agreements**

The Swedish-, English-, Ukrainian-, Russian- and Vietnamese-language versions of the collective agreement will be updated. The costs shall be shared between the contractual parties.

### **6 APPROVING THE PROTOCOL**

The signatories accept the collective agreement in accordance with the outcome of the negotiations reached on 3 March 2025.

In Helsinki on 6 March 2025

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

Jenni Rantanen

Tomi Tahvonen

Kristel Nybondas

INDUSTRIAL UNION

Katariina Stoor

Jyrki Virtanen

## **TRAINING AGREEMENT**

### **Introduction**

The development of society, changes in economic structure, maintaining employment, improving productivity and developing participation systems all require constant training activities. The parties to the collective agreement consider it important to promote training in cooperation and encourage their members to respond positively to training. Adult education carries an important meaning in maintaining and developing skills. The parties shall also promote the establishment and maintenance of constructive and confidential relations in their respective training activities.

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

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

Each year or as separately agreed, the training task force approves a list of courses to the costs of which the employer contributes in accordance with this agreement.

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

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

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

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

### **Section 3 Joint training**

Training that enhances cooperation is offered

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

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

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

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

When an employee participates in a course on terms of employment or an event organized by the employer or the employer and Industrial Union together, the employer shall compensate the employee for any direct costs incurred thereof, as well as loss of earnings for regular working hours.

#### **Section 5 Direct costs**

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

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

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

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

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

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



Employees are given the option to participate in courses organized by SAK and Industrial Union that last for a maximum of three months without interruption in their employment, when it does not cause major hindrances to production or the company's operations. When assessing the hindrance, the size of the workplace is taken into consideration. If a leave cannot be granted, the employer notifies the shop steward or the employee in question at least 10 days before the start of the course. This notification shall include the reason why granting the leave will cause major hindrances. Following a negative decision, the employer and employee shall, without undue delay, determine another possible date when there are no obstacles to participation in the course.

The employee shall provide notification as early as possible, if they intend to participate on a course. If the course lasts for no more than a week, the notification must be given at least three weeks before the start of the course. If the course lasts for longer, the notification shall be given at least six weeks prior.

One shop steward per workplace can participate in these training sessions in a calendar year, unless otherwise agreed at the workplace.

## **Compensation**

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

A prerequisite for all of the compensations is that the employee in question will return to their previous job.

The employer is obliged to pay compensation to the same employee only once for the same course or a course with equivalent content.

## **Compensation for loss of earnings**

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

The employer shall pay compensation for loss of earnings to the shop steward, occupational safety representative, deputy occupational safety representative, and member of the occupational safety and health commission for training referred to in this section. The prerequisite is that the training task force has approved the course and that it is organized by SAK and the Industrial Union in their own institutes.. The compensation is paid for the shop steward for no

more than one month, and for those employees in industrial safety duties for no more than two weeks. In addition, the compensation for loss of earnings requires that the course in question relates to the participant's cooperation duties within the company.

As far as the training task force has approved the three-month course to be compensated by the employer, the shop steward participating in the course is compensated for loss of earnings for one month. The prerequisite is that they work for a company with at least 20 employees working all year round.

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

### **Meal allowance**

The employer shall pay the course organizer a meal allowance agreed between the parties to the collective agreement for each day of the course. However, this compensation is not paid for a period longer than the one for loss of earnings.

In 2025, the meal allowance is 30.37 euros per training day. The parties to the collective agreement shall review the amount of the meal allowance annually. The annual change of the meal allowance is calculated based on the change in the daily allowance accepted by the Tax Administration. In this calculation, the figures are rounded to the nearest five cents.

## **Section 8 Settlement of disputes**

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

## **Section 9 Social benefits**

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

## **Section 10 Duration and termination of the agreement**

The agreement is valid until further notice and can be terminated with six months' notice.

In Helsinki on 6 March 2025

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

## **SHOP STEWARD AGREEMENT**

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

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

### **Section 2 Shop steward and local branch**

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

### **Section 3 Election of a shop steward**

1. The local branch shall confirm the election of the shop steward and the deputy shop steward. Employees who are Industrial Union members may stand for the occupational safety representative election.
2. The shop steward election may be held at the place of work. If the election is carried out at the place of work, the employees must be given the opportunity to participate in the election. The organisation and holding the election must

not, however, intervene with work. The election procedure is specified in more detail in the shop steward election guidelines approved by Industrial Union's Board. The employer shall reserve the opportunity for the persons named by the local branch to carry out the election.

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

#### **Section 4 Security of employment relationship of a shop steward**

1. The shop steward holds the same position towards the employer regardless of whether they carry out their duties as an occupational safety representative in addition to their regular duties or they have been partially or fully exempted from their duties. The shop steward is obliged to comply with the general terms of employment, working hours and orders given by the management as well as other regulations.
2. The employer shall not hinder the shop steward's opportunities to develop and advance in their occupation because of their position as the shop steward.
3. A shop steward may not be assigned to duties that are lower paid than those which they were assigned to at the time of being elected while performing their duties as a shop steward or as a result of these duties. Nor may they be demoted if the employer is able to offer them other duties that correspond to their professional skills. Owing to their duties as shop steward, they may not be dismissed.
4. If the regular duties of a person elected as shop steward impair their ability to perform their duties as a shop steward, they shall be offered other duties, taking into consideration the circumstances at the company and the shop steward's professional skills. These arrangements may not lead to a reduction in earnings.
5. The salary development of the shop steward must correspond to the general salary development within the company.
6. Under Chapter 7, Section 10(2) of the Employment Contracts Act, the employment contract of a shop steward may only be terminated for production-

related or financial reasons if the work of the shop steward ceases completely and the employer is unable to arrange work that corresponds to the person's professional skills or is otherwise suitable for them, or to train them for other work. A shop steward who represents the employees of several companies are laid down in Section 2, paragraph 1 must be offered, if possible, similar employment in one of the said companies.

The employment contract of a shop steward may not be terminated on the basis of grounds related to the employee's person without the agreement of the majority of the employees whom the shop steward represents, as required under Chapter 7, Section 10(1) of the Employment Contracts Act.

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

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

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

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

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

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

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

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

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

The shop steward must be notified of the hiring of a new employee. As part of the orientation, the new employee is given guidance jointly by the employer's representative, shop steward and occupational safety representative on the company's cooperation systems, local agreements and possibilities for them in the collective agreement.

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

1. An employee's last name and first names.
2. Start dates of employment of new employees.
3. Duration of employment for fixed-term employment contracts.
4. Information on dismissed or laid off employees.
5. The job requirement group to which the work performed by the employee belongs.
6. Number of full-time and part-time employees.
7. Information on temporary agency work and subcontracting in accordance with the Act on the Contractor's Obligations and Liability when Work is Contracted Out (Section 6 of the Act on the Contractor's Obligations and Liability when Work is Contracted Out).

8. Names of members of the Industrial Union whose subscriptions are collected by the employer.

The shop steward has the right to receive the information referred to in sections 1–5 once a year. The shop steward is entitled to receive the information of new employees as provided in Sections 1, 2, 3 and 5 on request at the beginning of an employment contract or at agreed intervals. The information referred to in Section 6 shall be provided to the shop steward twice a year. Information concerning Sections 7 and 8 shall be provided on request.

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

The shop steward has the right to receive information about emergency work and overtime performed and the increased wages paid for them.

The shop steward shall keep secret all information they receive for the purpose of performing their duties as shop steward.

## **7 Section 7 Performance of shop steward duties**

1. For the purpose of performing the shop steward's duties, the shop steward shall be exempted from their regular duties and paid compensation per calendar month as follows:

*Agreement period 1 February 2025 to 31 January 2028*

<i>Number of regular employees</i>	<i>Time off hours/month</i>	<i>Compensation euros/month</i>
5–20	4	44
21–50	6	57
51 or more	10	93

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

If the shop steward is prevented from performing their duties, they shall be exempted from work and compensation shall be paid to the deputy shop steward.

2. If the shop steward is regularly exempted from their duties for a specific period, they shall carry out the shop steward's duties during these periods. For the purpose of addressing urgent matters, however, the management shall exempt the shop steward from their normal duties at other times suitable from the perspective of the normal duties.



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

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

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

Participation in training has been agreed upon in the training agreement between the Federation of Agricultural Employers MTA and the Industrial Union.

## **Section 10 Facilities**

The employer shall provide the shop steward with a locker that can be locked or another location for the safekeeping of the equipment required for the performance of the duties of the shop steward. If the size of the workplace requires, the employer shall arrange an appropriate space where discussions required in the performance of the duties of the shop steward may be conducted.

The shop steward may use, for example, other equipment in regular use at the company. Practical arrangements will be agreed upon at the workplace.

## **Section 11 Negotiated order**

1. In matters regarding their salary and other terms of employment, an employee should immediately contact their line manager.
2. If the employee is unable to settle the above matter directly with their line manager, they may take the matter to be addressed in negotiations between the shop steward and the employer's representative.
3. If a dispute arising at the workplace cannot be settled locally, the negotiation procedure laid down in the collective agreement shall be complied with.
4. If the dispute concerns the termination of the employment contract of a shop steward as referred to in this agreement, local negotiations and negotiations between unions must be launched and undertaken immediately after the grounds of the termination have been disputed.

## **Section 12 Duration of the agreement**

The agreement is valid until further notice and can be terminated with six months' notice.

In Helsinki on 6 March 2025

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

## **AGREEMENT ON COOPERATION IN OCCUPATIONAL SAFETY AND HEALTH**

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

This agreement is based on the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006). The purpose of the agreement is to promote safety in the workplace, create a positive atmosphere for occupational safety and health activities, and promote cooperation between employers and employees in occupational safety and health.

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

### **Section 2 Branch Committee within the Agricultural Sector**

The Branch Committee within the Agricultural Sector in the Centre for Occupational Safety shall serve as the national cooperation body in the scope of application referred to in Section 1 above.

The Branch Committee within the Agricultural Sector promotes occupational safety, occupational safety cooperation, and the development of wellbeing at work within its own sectors. The tasks and composition of the Branch Committee are specified in more detail in the Branch Committee's rules of procedure.

### **Section 3 Cooperation bodies**

For the purpose of occupational health and safety cooperation, the operative unit shall have an occupational safety manager appointed by the employer, an occupational safety representative and deputy representative representing the workers and salaried employees or occupational safety representatives and deputy representatives representing both groups, or an occupational safety ombudsman.

The election of other cooperation bodies promoting occupational safety and the appropriate form of cooperation shall be agreed on locally, taking into

account the nature and size of the operative unit, the number of workers and salaried employees in the unit, the nature of duties, and other circumstances. Unless another form of cooperation has been agreed on, an occupational safety committee shall be established for the purpose of occupational safety work.

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

## **Section 4 Cooperation activities**

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

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

## **Section 5 Competence improving activities**

The obligation to promote activities that maintain health and the capacity for work is based on law (Occupational Health Care Act, Section 1). Stepping up the activities to maintain employees' capacity for work requires collaboration between occupational health care, the occupational safety organisation, the

management and human resources administration. The principles of the activities to maintain capacity for work are presented in the action plan of the occupational health care.

The parties shall

- jointly with the occupational health care providers, management and human resources administration participate in the planning, implementation and follow-up of the activities to maintain capacity for work
- promote an atmosphere favourable to the activities
- monitor employees' workload and ability to cope at work
- if necessary, issue guidelines directing those who require activities to maintain capacity for work to the care of the appropriate specialists.

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

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

## **Section 6 Occupational safety manager**

The occupational safety manager shall have sufficient knowledge about the occupational safety issues at the workplace taking into consideration the nature of operations and size of the operative unit. The occupational safety manager shall have the necessary operational setting to perform the necessary duties.

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

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

## **Section 7 Occupational safety representative**

The term of office for an occupational safety representative is two years.

The occupational safety representative shall be elected for a workplace with a minimum of 10 employees, Employees have the right to elect an occupational safety representative even in workplaces with fewer than 10 employees.

If the number of employees is 10–20, the occupational safety representative and the occupational safety manager shall jointly serve as the local cooperation body at the workplace. Unless otherwise agreed at the workplace, the election of the occupational safety representative and deputy occupational safety representatives shall be carried out in compliance with the guidelines issued by the Branch committee within the Agricultural Sector.

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

The employer may not hinder the occupational safety representative's opportunities to develop and advance in their occupation due to their position as the occupational safety representative.

The salary development of the occupational safety representative must correspond to the general salary development within the company. If the actual work of the employee elected as an occupational safety representative makes it difficult to perform the duties of the position of trust, where possible, the employee must be offered other work of equal value and corresponding to their professional skills. Changes in work duties may not result in a reduction in pay.

**Section 8 Performance of the duties of the occupational safety representative**

- 1. The employer shall release the occupational safety representative from their regular work for carrying out the duties for the reasonable period of time they need to carry out the duties of an occupational safety representative.
- 2. The free time the occupational safety representative is entitled to and the compensation to be paid each calendar month:

*Agreement period from 1 February 2025 to 31 January 2028*

<i>Number of employees</i>	<i>Time off</i>	<i>Compensation</i>
<i>at the workplace</i>		<i>hours/month</i>
<i>euros/month</i>		

10–20	4	44
21–50	6	57
51 or more	10	93

3. The number of employees at the workplace determining the time off that the occupational safety representative is entitled to is established by the occupational safety committee for each quarter based on information separately available. The figure is established in a meeting held in the second month of each quarter. Any deviations in the length of time off shall be averaged out in the latter part of the same quarter.
4. The timing of the release from duties shall be agreed on with the supervisors unless the time off is necessary due to an exceptional incident at the workplace, such as an industrial accident. When granting time off, attention shall be paid to factors related to the work arrangements.
5. The occupational safety representative shall keep records of their duties, reporting the date, nature of duties and time spent on carrying out the duties. The nature of the tasks and measures taken may be specified by descriptions defined in this agreement and the Act on Occupational Safety Enforcement and Cooperation on Occupational Safety at Workplaces. The content of the records shall be presented to the occupational safety committee on the request of the committee or one of its members. With regard to confidentiality, the provisions of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces shall be adhered to.

## **Section 9 Facilities**

The employer shall provide the occupational safety representative with a locker that can be locked or another location for the safekeeping of the equipment required for the performance of the duties of the occupational safety representative. If the size of the workplace requires, the employer shall arrange an appropriate space where discussions required in the performance of the duties may be conducted.

For the purpose of carrying out their duties, the occupational safety representative has the right to use, for example, equipment in regular use at the company. Practical arrangements will be agreed upon at the workplace.

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

Under Chapter 7, Section 10(2) of the Employment Contracts Act, the employment contract of an occupational safety representative may only be terminated for production-related or financial reasons if the work of the occupational safety representative ceases completely and the employer is

unable to arrange work that corresponds to the person's professional skills or is otherwise suitable for them, or to train them for other work.

The employment contract of an occupational safety representative may not be terminated on the basis of grounds related to the employee's person without the consent of the majority of the employees whom the occupational safety representative represents, as required under Chapter 7, Section 10(1) of the Employment Contracts Act.

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

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

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

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

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

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



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

An occupational safety representative may not be assigned to duties that are lower paid than those which they were assigned to at the time of being elected while performing their duties as an occupational safety representative or as a result of these duties. Nor may they be demoted if the employer is able to offer them other duties that correspond to their professional skills. Owing to their duties as an occupational safety representative, they may not be dismissed.

## **Section 11 Deputy occupational safety representative**

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

The deputy occupational safety representative shall be released from their regular work for a period that is required to carry out the duties of the occupational safety representative as mentioned above.

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

## **Section 12 Occupational safety ombudsman**

In a workplace with fewer than 10 employees, employees have the right to elect an occupational safety representative (see Section 7) or an occupational safety ombudsman for the purpose of supporting occupational safety cooperation.

In the election of the occupational safety ombudsman, the above provisions on election of the occupational safety representative may be used.

The duties of the occupational safety ombudsman as referred to here are to

- participate, as necessary, in occupational safety inspections
- participate in investigations which has been launched on the basis of the nature of an industrial accident or its potential impact on the planning and implementation of occupational safety work
- monitor compliance with occupational safety regulations and report any violations thereof

- notify observed shortcomings to the employer or occupational safety manager and draw employees' attention to the occupational safety regulations and any risks identified
- familiarise themselves with the industrial safety regulations in the field
- maintain contact with the employer and the occupational safety manager in matters related to occupational safety.

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

The occupational safety ombudsman has the right to be released from their duties in order to perform their tasks. The release shall be agreed upon with the management.

### **Section 13 Duties outside working hours**

The occupational safety representative, occupational safety ombudsman and a member of the occupational safety committee or some other similar cooperation body shall agree with the employer on duties to be carried out outside the working hours. If possible, the tasks should be agreed upon in advance. If the task is due to an order from the occupational safety and health authority or an accident that has occurred, no separate agreement is required.

### **Section 14 Compensation for loss of earnings**

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

If the occupational safety representative is released from their duties for fixed periods on a regular basis, the employer shall compensate the representative for the loss earnings for these periods. Loss of earnings will also be compensated for temporary release from duties.

If an occupational safety representative, deputy occupational safety representative, occupational safety ombudsman, a member of an occupational safety and health committee or other similar cooperation body, deputy member or secretary performs tasks agreed with the employer outside their regular working hours, the employer shall reimburse them for any direct costs and pay their salary with overtime compensation.

## **Section 15 Codes of Statutes**

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

## **Section 16 Settlement of disputes**

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

## **Section 17 Duration and termination of the agreement**

The agreement is valid until further notice and can be terminated with six months' notice.

In Helsinki on 6 March 2025

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

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

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

The provisions of the collective agreement must be complied with in all employment relationships within the sector. The parties to the collective agreement require employers to act responsibly in their use of labour. The availability of workforce can be promoted by developing the working environment, the content of work and working arrangements while taking into consideration the needs of both the employers and the employees.

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

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

When using agency workers, the company shall ensure compliance with obligations towards the agency worker, employment authorities and the agency supplying the worker as provided in the Act on the Contractor's Obligations and Liability when Work is Contracted Out.

Combatting the 'grey economy' is the shared goal of the entrepreneurs and employees working in the industry.

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

## **INSTRUCTIONS ON THE CONCLUSION OF A LOCAL AGREEMENT ON ADDITIONAL WORK**

**Collective Agreement for the Rural Industries, section 21**

**Collective Agreement for Horticulture, section 20**

**Collective Agreement for the Landscaping Sector, section 22**

**Collective Agreement for Fur Production, section 20**

Workplaces may locally agree on the possibility of working an additional 172 hours without overtime rates. If a shop steward has been elected at the workplace, the contract for the additional work is made in writing between the shop steward and the employer. If there is no shop steward, the application of a local agreement requires that the Industrial Union and the Federation of Agricultural Employers MTA have approved the content and the application of the local agreement. The agreement on additional work is only signed at the workplace after it has been approved by the unions.

For part-time employees, hours can be agreed in relation to working time.

### **Additional work as working time flexibility**

*Additional work in accordance with the Working Hours Act* means hours in addition to the working hours agreed with the employee in the employment contract, but not exceeding the regular working hours of 40 hours.

The above-mentioned *additional work made possible by the collective agreements*, on the other hand, means that a local agreement can be concluded at the workplace for an additional 172 hours of work for a period exceeding the 40 hours of regular work, so that no overtime compensation is paid for these hours.

Additional work in accordance with the collective agreement is intended for use only in exceptional circumstances due to weather or production, or at the employee's request.

Additional work in accordance with the collective agreement is not planned in advance on rosters.

In all cases, additional work may be carried out only if employees give their consent. An employee can consent to additional work in accordance with the collective agreement separately each time or indicate the days and hours of availability or times of day when they are available for one week in advance. The consent must be verifiable in writing or electronically afterwards, also when additional work in accordance with the collective agreement is based on the employee's own request.

## Limiting factors

*The maximum amount of additional work in accordance with the collective agreement is 172 hours a year.*

For part-time employees, the maximum amount of additional work in accordance with the collective agreement exceeding 40 hours is calculated in relation to the working time agreed on the employment contract. If a variable working time has been agreed on the employment contract, the maximum amount is calculated in relation to the average of actual working time.

**Example:** A weekly working time of 20 hours has been agreed on the employment contract. The employer can normally offer additional work up to 40 hours per week. In addition, additional work of 86 hours per year can be agreed on without any overtime compensation.

The maximum duration of a working day including additional work in accordance with the collective agreement is 11 hours. *The maximum number of hours of additional work in accordance with the collective agreement is therefore 3 hours per day.*

The maximum duration of a working week including the additional work in accordance with the collective agreement is 66 hours. *The maximum number of hours of additional work in accordance with the collective agreement is therefore 26 hours per week.*

Additional work in accordance with the collective agreement can also be offered when the average regular working time system referred to in collective agreements is applied at the workplace. However, the maximum duration of daily and weekly work according to these instructions must be taken into account.

**Example:** According to the average regular working time, a working day of 5 x 10 hours, i.e. a total of 50 hours per week, is entered in the roster. In addition, the employer can offer the employee 16 hours of additional work in accordance with the collective agreement, i.e. a total of 66 hours per week.

However, the working time in the week following the 66-hour week may not exceed 48 hours, of which 8 hours can be divided either daily by extending the working day or by having the employee work for 8 hours on the sixth working day of the week.

With regard to the maximum amount of additional work, it should be noted that the maximum working time of the employee may not exceed an average of 48 hours per week over a six-month period. The maximum working time includes all possible working hours, also the additional work referred to here.

The agreement on additional work cannot be used to deviate from the mandatory provisions of the Working Hours Act. The employer must ensure that the daily and weekly rest periods are applied in accordance with the Working Hours Act.

In addition, the employer must take into account the workload caused to the employee by long work days and long periods of work, as well as the occupational safety and health risks involved.

## **Models for implementing additional work**

A local agreement on additional work can be used to agree that additional work in accordance with the collective agreement can be carried out at the workplace in the following situations, if necessary:

- in addition to the regular weekly working time
- after the regular daily working time for up to 3 hours.

A local agreement on additional work cannot be used to agree that additional hours in accordance with the collective agreement worked at the workplace are recorded in the working time bank.

## **Concluding a local agreement**

The local agreement on additional work in accordance with the collective agreement is made in writing.

The agreement shall be drawn up for one year or for a shorter work period at a time.

The agreement must contain a detailed description of how the section on additional work in accordance with the collective agreement is applied at the workplace. The employer must ensure that the agreement is explained to each employee in a language understood by the employee.

The local agreement on additional work is concluded between the shop steward and the employer. If there is no shop steward, the content and implementation of the local agreement between the employer and the employees must be approved by the Industrial Union and the Federation of Agricultural Employers MTA. Any other agreements on additional work in accordance with the collective agreement made at the workplace are considered invalid.

## **Other considerations**

If additional work in accordance with the collective agreement is carried out at a time during which the employer is obliged to pay other bonuses under the Working Hours Act or the collective agreement, the other bonuses will be paid even if no overtime compensation is paid as agreed.

**Example:** If the additional work in accordance with the collective agreement is performed on a midweek holiday, the same compensation as for any other Sunday work is paid, even if no overtime compensation is paid.

**FEDERATION OF AGRICULTURAL EMPLOYERS MTA**

**Annankatu 31–33 C 48 00100 HELSINKI**

**Telephone +358 9 7250 4500 (exchange)**

**[tyonantajat.fi](http://tyonantajat.fi)**

**INDUSTRIAL UNION**

**PL 107 (Hakaniemenranta 1 A) 00531 HELSINKI**

**Telephone +358 (0)20 774 001 (exchange)**

**[teollisuusliitto.fi](http://teollisuusliitto.fi)**