Collective agreement
for the

Bakery Workers

13 February 2023–31 January 2025

The Finnish Food and Drink Industries' Federation ETL
The Finnish Food Workers' Union SEL

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This English translation has been commissioned by the Finnish Food and Drink Industries' Federation and the Finnish Food Workers' Union SEL for practical use in workplaces and it does not have any interpretative effect. The Finnish text supersedes this translation in all situations.

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THE FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL
THE FINNISH FOOD WORKERS' UNION SEL

PROTOCOL OF SIGNATURE REGARDING THE RENEWAL OF THE COLLECTIVE AGREEMENT FOR THE BAKERY WORKERS

Date 13 February 2023
Place Office of the Finnish Food and Drink Industries' Federation
Present Union representatives

It was stated that the valid Collective Agreement for the Bakery Workers, signed between the parties on 27 November 2020, expired on 12 February 2023. Under this Protocol of Signature, the Finnish Food and Drink Industries' Federation (ETL) and the Finnish Food Workers' Union (SEL) will renew the Collective Agreement for the Bakery Workers valid until 12 February 2023 subject to the following amendments and additions:

Section 1 Agreement period

The agreement is valid from 13 February 2023 to 31 January 2025.

The validity of the collective agreement will then be extended one year at a time unless terminated by either party in writing at least one month prior to the end of the agreement period.

Any termination notwithstanding, the provisions of the collective agreement will remain in force until it is mutually stated that the negotiations on a new agreement have ended or one party notifies the other in writing that it deems the negotiations ended.

Section 2 Pay adjustments

One-time payment 2023

The one-time payment is EUR 400 and it will be paid in conjunction with the payment of May 2023 salary. (The cost effect is calculated for the entire food and drink industry, and it is 1.0%).

The one-time payment will only be paid to workers whose employment relationship, which has continued without interruption, started no later than 1 February 2023 and continues to be valid at the time of the one-time payment date and who is paid a salary at the payment date in question.

The amount of the one-time payment for part-time workers is calculated in accordance with the proportion between agreed working hours and full working hours.

The one-time payment is not paid if the worker has resigned before the payment date of the one-time payment.

The one-time payment is not taken into account when paying other salary items, such as annual holiday pay and overtime compensation, or when calculating the average hourly pay.

General increase 2023

The salaries of workers will be raised by a general increase of 3.5% from the beginning of the pay period beginning on or after 1 June 2023.

The basic salaries shall be increased by a percentage corresponding to the general increase from the date of the general increase or, in particular, from the beginning of the pay period following the general increase.

General increase 2024

The salaries of workers will be raised by a general increase of 2.3% from the beginning of the pay period beginning on or after 1 April 2024.

The basic salaries shall be increased by a percentage corresponding to the general increase from the date of the general increase or, in particular, from the beginning of the pay period following the general increase.

Section 3 Amendments to text

- **Collective agreement section 10** Job instruction supplements as of 1 June 2023:

Designated job instructors who at the employer's request provide job instruction alongside their own work will be paid a separate supplement for the instruction time at ~~56~~ 65 cents per hour. The supplement will be payable under the same terms as for instruction provided to on-the-job learners as well. (Vocational Training Act 630/1998)

- **Collective agreement section 18** Work clothes, the last paragraph:

The employer will provide all employees whose employment has lasted at least 3 months with the said kind of work shoes once a year. Alternatively, the employer may, for justifiable reasons, require that the employees themselves acquire the said kind of work shoes, in which case the employer will once a year compensate the employees for the

costs arising from the acquisition of work shoes against receipt, the maximum sum being ~~60~~80 euros.

- **Collective agreement sections 41–42** The remuneration of shop stewards and occupational health and safety representatives as of 1 June 2023:

The remunerations of shop stewards and occupational health and safety representatives will be increased by 10% and rounded up to the nearest euro.

- **Collective agreement section 5** Application guideline 2 is amended to read as follows:

If a trial period is used, it must be explicitly agreed upon at the beginning of the employment relationship between the employer and the employee. ~~The use of the trial period may also include provisions related to company rules. In such cases, these provisions should be brought to the employee's attention. The maximum duration of the trial period is four months under the Employment Contracts Act.~~

- **Collective agreement section 20** Pregnancy and parental leave pay is amended to read as follows:

1. A birthing worker whose employment has continued for at least 6 months before the date of the childbirth shall be paid for the period of their ~~maternity~~pregnancy leave on the working days included in the ~~6~~5-week calendar period from the date of the commencement of the future pregnancy leave under the Employment Contracts Act.

2. If a new ~~maternity~~pregnancy leave begins before the worker has returned to work, the employer is not liable to pay wages during the new ~~maternity~~pregnancy leave.

Application guideline:

> This does not apply in situations where a worker immediately transfers from family leave to a new ~~maternity~~pregnancy leave (Labour Court 2014:115–117).

3. The sum received under law or this agreement by a worker on the basis of childbirth as a ~~maternity~~pregnancy allowance or other corresponding compensation will be deducted from the ~~maternity~~pregnancy leave pay. However, the employer is not entitled to

deduct said compensation from ~~maternity~~pregnancy leave pay when the compensation is paid to the worker on the basis of voluntary insurance paid for entirely or in part by the worker.

The employer is entitled to withdraw the ~~maternity~~pregnancy allowance referred to in the preceding paragraph or corresponding compensation received by the worker, or receive it from the employee for the period on which it has paid the worker ~~maternity~~pregnancy leave pay.

4. In the event that a ~~maternity~~pregnancy allowance is not paid to the worker due to the worker's negligence or the paid allowance is lower than what the worker is entitled to under the Sickness Insurance Act, the employer is entitled to deduct from the ~~maternity~~pregnancy leave pay the ~~maternity~~pregnancy allowance or part thereof which has not been paid due to the negligence of the worker.

~~5. If the worker has been absent from work for not more than 12 months due to the adoption of a child below school-age and has agreed on the absence with the employer, the employee's employment will not be considered to have terminated as a result of the absence.~~

~~6~~.5. In conformance with the provision above in this section, the worker who is entitled to parental allowances under chapter 9, section 5, subsections 1–3 of the Sickness Insurance Act (14 January 2022/22) will also be paid salary for working days included in a calendar period of, at most, 6 days as of the beginning of a ~~paternity~~parental leave, under the Employment Contracts Act.

- **Collective agreement section 23.3** Reserve training is amended to read as follows:

Employees are entitled to full pay benefits when considering the reservist pay paid by the Finnish Government. When calculating the amount of the full pay benefit, only the days which would have been working days if the worker did not participate in reserve training are taken into account in terms of the reservist pay.

- **Collective agreement, section 24** Regular working hours is amended to read as follows:

Regular working hours are 8 hours per day and 40 hours per week.

The aim is to arrange the daily working hours as consecutive hours, excluding the breaks in accordance with the agreement.

Regular daily working hours can be temporarily extended during one or more days by agreeing with the shop steward, although not more than with one hour and provided that the working hours on other days of the same week is correspondingly shorter.

By joint agreement with the shop steward, or in the absence of a shop steward, with the workers, it can be agreed that the weekly and daily regular working hours of a full-time worker can be arranged, on average, so that the number of daily working hours is a minimum of 6 hours and a maximum of 9 hours. There can be only two work shifts longer than 8 hours in a week. The weekly working hours must then be adjusted to average working hours during an adjustment period of no longer than 4 weeks. However, when using the aforementioned average working hours, the daily regular working hours of a part-time worker must be a minimum of 6 hours and a maximum of 8 hours per day.

The employer must draw up a working hours adjustment plan for the used adjustment period in accordance with section 29 of the Working Hours Act.

The reduction of working hours has been agreed under a separate protocol, which is appended to this collective agreement.

In work other than continuous shiftwork, the aim is to use working hours arrangements to ensure that work would not be performed after 6 p.m. on the New Year's Eve and May Day Eve.

- A new **collective agreement section 31 a** is added:

Section 31 a Maximum working hours

The adjustment period for the maximum working hours under the Working Hours Act may not be longer than six months.

- **Collective agreement section 34** Part-time workers is amended to read as follows:

The employer may employ part-time workers for the weekend and~~, if locally agreed,~~ other part-time workers working during the week; the employer has the right to employ two (2) part-time employees working during the week per each starting ten (10) full-time bakery workers with an employment relationship that is valid until further notice and at least two (2) more per the following ten (10) full-time workers.

A part-time worker working during the week may work without restrictions on the week and during the weekend, in other words, the regular working hours can be placed on any day of the week.

Minutes entry

> If the number of full-time workers decreases, it is only allowed to employ new part-time workers working during the week within the scope of the aforementioned restrictions.

Application

> A worker with an employment relationship that is valid until further notice who works in many different units can only be taken into account in the calculation of one unit and the employer must report this to the shop steward.

If locally agreed, the employer may also employ other workers for working hours shorter than the maximum working hours described above. However, the employer cannot request employees performing the maximum regular working hours referred to in section 24 to transfer to perform reduced working hours.

The hourly pay divisor for the part-time workers is 160.

- A new paragraph is added to the end of the **collective agreement section 38** Holiday bonus:

An exchange of the holiday bonus for corresponding paid leave may be agreed upon.

- **ETL/SEL AGREEMENT ON PROTECTION AGAINST DISMISSAL 2003**/section 19 Re-employment is amended to read as follows:

The employer must offer work to an employee who has been dismissed on the grounds provided for in chapter 7, section 3 or section 7 of the Employment Contracts Act and who has been registered as a job seeker at the Employment and Economic Development Office, if, within 4 months of the end of employment of the dismissed employee, the employer needs a labour force for the same or similar tasks that were previously performed by the dismissed employee. However, ff the employment relationship has continued uninterruptedly for at least 12 years before the end of the employment relationship, the re-employment period is six months.

Protocol of Signature entry: The application guideline will be updated to

correspond with the current law by the clarification working group.

Section 4 Working groups

4.1. Apprenticeship working group

The Finnish Food and Drink Industries' Federation and the Finnish Food Workers' Union appoint a working group which will create a new on-the-job learning model for the vocational upper secondary level education in the industry by 30 September 2023, unless otherwise agreed by the parties. The new model aims to increase the number of training and on-the-job learning periods of young students aged between 16 and 20 in the member companies of the Finnish Food and Drink Industries' Federation.

In workplaces that adopt the apprenticeship model for young people, the familiarisation procedures for an apprentice will be jointly reviewed.

The purpose of the model is to improve the attractiveness of the industry among young skilled people and to meet the demand for employees. In addition, the model aims to respond to the increasing need for professionals in the industry which results from the sustainability, import and investment aspects.

4.2. Pay working group

The working group reviews provisions concerning the pay categories and pay and aims to prepare a proposal on the reform of the pay provisions during the agreement period. The purpose is especially to clarify the impact of competence and effectiveness of work on pay.

4.3. Working group on the clarification of the collective agreement

A working group is appointed to clarify the collective agreement texts during the agreement period.

4.4. Working group on work ergonomics and occupational safety

The parties establish a working group to clarify the development possibilities related to work ergonomics and occupational safety in companies. The aim of the working group is to survey good practices concerning work ergonomics and occupational safety, which can be used to improve the productivity, competitiveness and continuity of employment relationships in companies. During this survey, attention is paid to the promotion of the employees' coping at work and extending the employees' careers.

The working group will operate throughout the agreement period.

Section 5 Protocol of Signature

5.1. Collective agreement section 34 Minutes entry concerning the amendment of a provision regarding part-time workers

The aim is not to change the previous application procedure with the amendments to the collective agreement section 34, which entered into force on 13 February 2023, for the parts other than those that are amended.

5.2. The entry into force of the collective agreement section 20 Pregnancy and parental leave pay:

The provisions concerning the pregnancy leave and parental leave pay (and those concerning public holidays and May Day) will apply upon entry into force of the agreement to those employees who are subject to the Sickness Insurance Act amendments which entered into force on 1 August 2022 and whose right to pregnancy leave or parental leave starts on or after 13 February 2023.

If the employee is subject to the provisions of the Sickness Insurance Act concerning family leave which were valid on 31 July 2022 or the right to pregnancy or parental leave started before 13 February 2023, the agreement provisions concerning the maternity and paternity leave pay and adoption (and those concerning public holidays and May Day) of the collective agreement signed on 27 November 2020 apply to the employment relationship.

5.3. The member of the Joint Collective Agreement Committee’s right to participate:

The members of the Joint Collective Agreement Committee appointed by SEL have the right to participate in the meetings and gatherings between the joint collective agreement committees of ETL and SEL.

5.4. Agreement between the unions on the average working hours in the bakery industry

The agreement between the unions on the average working hours in the bakery industry will be applied as a part of the collective agreement.

5.5. Age programme for employees over 50

At the employee’s request, the employer will have to negotiate with an employee over 50 years of age on the means that will contribute to the employee’s coping at work and extending the employee’s career. The

negotiations must aim at finding a solution appropriate to the parties that, if possible, also aims to secure the employee's level of income.

5.6. Competence in food hygiene

The parties agree that if the employee does not, prior to the conclusion of the employment contract, have the competence certificate required in the Food Act (23/2006), the employer will see at its expense to the employee obtaining the certificate in accordance with the said provision.

5.7. Part-time pension, partial early retirement pension, part-time child care leave, partial disability pension, and part-time workers' compensation pension

The parties have agreed that when, for example, moving to part-time work in the cases referred to in the heading, the case-law of the Labour Court must be adhered to with respect to the shortening of working hours.

If the Labour Court gives any new judgments during the agreement period pertaining to the situations referred to above or similar circumstances, the parties commit to agree on the application thereof without any delay. The procedure conformant to the judgments will be introduced in a manner agreed upon by the parties. The union and the federation state that in cases where a worker who has been covered by the working hours reduction scheme enters a part-time pension, for example, a part-time pension, partial early retirement pension, part-time child care leave, partial disability pension, or part-time workers' compensation pension, they deserve working hours reduction leave in proportion to the regular working time actually worked (TT 2004-77).

5.8. Changes in terms and conditions of pay and employment

Upon the chief shop steward's request, a representative of the employer and the chief shop steward will together go over any proposed amendments to the terms and conditions of the collective agreement.

5.9. Lone working

Occupational Safety and Health Act: Chapter 5, Section 29

In work where a worker is working alone and where there is therefore a manifest hazard or danger to their safety or health, the employer shall ensure that such a hazard or danger is avoided or reduced to a minimum when working alone. The employer will also, considering the nature of the work, provide an opportunity for necessary communication between the

employee and the employer, the representative appointed by the employer or other employees. The employer must also ensure that workers have suitable equipment or means to call for help.

The union and the federation consider it appropriate that in the above-mentioned situations, the employer must inform the workers working alone in advance of the methods or measures used to ensure the worker's occupational safety. Upon request, the matter must also be explained to the occupational health and safety representative.

5.10. General agreement

The provision in chapter 1, section 4 of the General agreement (Prior notification of industrial actions) has no effect pursuant to the Collective Agreements Act.

5.11. Penalty fines

Penalty fines at the local level (companies and trade union branches) are in the bakery industry 11% of the current maximum amounts under the Collective Agreements Act.

Section 6 Entry into force and period of validity

The agreement referred to in section 1 above will enter into force on 13 February 2023. The collective agreement is valid until 31 January 2025, unless the collective agreement has been terminated as referred to in section 1.

This protocol has been prepared in two identical copies, one for each party.

This protocol is considered to have been examined and approved by the signatures of the parties' representatives.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

SUMMARY OF MAIN POINTS OF AGREEMENT
Rates of pay valid until 31 May 2023.

	Helsinki region	**I cost category**
	EUR	EUR
75% young 3 months	1,433	1,365
90% new employee 3 months	1,720	1,638
95% student, 1st year	1,815	1,729
1st group bakery work for 6 months student, 2nd year	1,911	1,820
2nd group bakery work for 7–12 months junior baker, for the 1st year student for 6 months (three-year education)	2,009	1,913
3rd group bakery work after 1 year junior baker in the 2nd year, (two-year vocational education) junior baker, for 18 months (three-year education) junior confectioner for a year	2,108	2,008
4th group bakery work after 5 years	2,186	2,082
5th group senior baker (shaping) junior confectioner in the 2nd year	2,247	2,140
6th group senior baker (dough preparation, baking) senior confectioner	2,361	2,249
6th group + 5% senior confectioner	2,479	2,361

Rates of pay valid as of 1 June 2023.

	Helsinki region	**I cost category**
	EUR	EUR
75% young 3 months	1,484	1,413
90% new employee 3 months	1,780	1,696
95% student, 1st year	1,879	1,790
1st group bakery work for 6 months student, 2nd year	1,978	1,884
2nd group bakery work for 7–12 months junior baker, for the 1st year student for 6 months (three-year education)	2,079	1,980
3rd group bakery work after 1 year junior baker in the 2nd year, (two-year vocational education) junior baker, for 18 months (three-year education) junior confectioner for a year	2,182	2,078
4th group bakery work after 5 years	2,263	2,155
5th group senior baker (shaping) junior confectioner in the 2nd year	2,326	2,215
6th group senior baker (dough preparation, baking) senior confectioner	2,444	2,328
6th group + 5% senior confectioner	2,566	2,444

Rates of pay valid as of 1 April 2024

	Helsinki region	**I cost category**
	EUR	EUR
75% young 3 months	1,517	1,445
90% new employee 3 months	1,821	1,734
95% student, 1st year	1,922	1,831
1st group bakery work for 6 months student, 2nd year	2,023	1,927
2nd group bakery work for 7–12 months junior baker, for the 1st year student for 6 months (three-year education)	2,127	2,026
3rd group bakery work after 1 year junior baker in the 2nd year, (two-year vocational education) junior baker, for 18 months (three-year education) junior confectioner for a year	2,232	2,126
4th group bakery work after 5 years	2,315	2,205
5th group senior baker (shaping) junior confectioner in the 2nd year	2,379	2,266
6th group senior baker (dough preparation, baking) senior confectioner	2,501	2,382
6th group + 5% senior confectioner	2,626	2,501

SEPARATE SUPPLEMENTS

deep-freeze storage supplement	102 cents per hour
product presentation supplement	99 cents per hour
job instruction supplements	56 cents per hour until 31 May 2023 65 cents per hour as of 1 June 2023
rising room supplement	5 cents per hour

DEGREE SUPPLEMENT

Vocational qualifications of the National Board of Vocational Education in Finland or competence-based qualifications of the Finnish National Agency for Education

vocational qualification	EUR 30/month
Further vocational education and training qualification	EUR 50/month

WORKING HOURS

LENGTH OF WORKING HOURS
8 hours per day
40 hours per week.

BREAKS
lunch break (30/60 minutes) or a break for having a meal (20 minutes)
coffee break 15 minutes (or 10 + 10 minutes)

PLACEMENT OF REGULAR WORKING HOURS
from 5 a.m. to 11 p.m.
working on other times and Sundays with the employee’s consent

INCREASED PAY

Early morning hours/night work supplement and the night shift in work under the Work in Bakeries Act	(from 9 p.m. to 6 a.m.)	100%
evening work supplement evening shift supplement	(from 4 p.m. to 9 p.m.)	15% of the standard rate of pay
night work supplement (work other than the work under the Work in Bakeries Act)		30% of the standard rate of pay
Saturday work supplement		EUR 22.38

OVERTIME COMPENSATION

daily overtime	50% on the regular hourly pay for the first two hours and 100% on the regular hourly pay for any subsequent hours
weekly overtime	50% on the regular hourly pay for the first eight hours and 100% on the regular hourly pay for any subsequent hours

HOURLY PAY DIVIDER
in the calculation of increased pay 160
in the calculation of the employee’s pay for part-time duty and shift supplements 169
in the calculation of the pay of a part-time employee 160

SENIORITY SUPPLEMENTS

Years of service in the same company

At least one year	EUR 51
5–10 years	EUR 75
10–15 years	EUR 98
15–20 years	EUR 122
20–25 years	EUR 160
25–30 years	EUR 172
over 30 years	EUR 188

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

ANNUAL HOLIDAY

length:
in 2023, 24 + 6 days if the employment has lasted for a year before 31 March 2023

transferring summer holiday days to the winter period:
in a 10-year employment relationship 2 days as doubled, for others
1.5 times when the employer makes the transfer

Holiday bonus 50%

SICK PAY

Duration of employment before the incapacity	Paid calendar period
at least one month, but less than three years	28 days = 4 weeks
at least three years, but less than five years	35 days = 5 weeks
at least five years, but less than ten years	42 days = 6 weeks
at least ten years	56 days = 8 weeks

SICK CHILDREN

(less than 10 years)
pay for a maximum of 4 days in the calendar period

COLLECTIVE AGREEMENT

REGARDING BAKERY WORKERS

I GENERAL

Section 1 Scope of the agreement

This agreement applies to the terms and conditions of pay and employment of the bakery workers employed by the Finnish Food and Drink Industries' Federation ETL's member companies.

Application guidelines:

The provisions of the collective agreement are applied in the bakeries of the Finnish Food and Drink Industries' Federation ETL's member companies. When the collective agreement is based on the so-called principle of industrial union, it will be applied, in principle, to the terms and conditions of pay and employment of all the employees working in the production, warehousing and maintenance departments of the said bakeries. However, the terms and conditions of pay and employment of drivers are not defined based on this collective agreement.

Section 2 Management and distribution of work and freedom of association

The employer is entitled to manage and distribute the work as well as recruit employees and give notice to and dismiss employees.

The right of each to organise and associate, or not to do so, is inviolable.

Arrangement of work and transfers to other duties.

Measures to transfer to other duties may not be taken randomly or for the purpose of exerting pressure on an individual employee.

Section 3 External labour

Communication

The employer communicates the use of external labour in planned production and maintenance work always well in advance to the chief shop steward. These notifications will feature information on the planned number of external workers, the tasks concerned and the duration of the arrangement.

If the making of such notification is not possible due to urgency of the work or some other reason, the notification will, however, be made at the earliest opportunity.

The occupational health and safety representative will also be notified of the above.

Subcontracting

If the company's workforce must exceptionally be reduced due to subcontracting, the company must aim to designate the employees in question to other duties in the company or under the subcontractor's service.

Minute:

The parties hereby declare that any external workforce used by companies must have the required qualifications and meet the industry standards for hygiene and occupational safety.

See section 8 of the general agreement.

Section 4 General agreements

The following general agreements have been concluded between the unions:

ETL/SEL Agreement on protection against dismissal 2003.

ETL/SEL General agreement 2003.

ETL/SEL Holiday pay agreement 2005.

The recommendation of the central organisations 12 January 2006 on the prevention of substance abuse problems, the handling of substance abuse issues and referral to treatment at workplaces is complied with by the unions.

The following agreements between the parties will also be complied with as part of this collective agreement:

Agreement between the unions on the average working hours in the bakery industry.

Working time model for bakeries.

Group life insurance

Employers provide group life insurance at their own cost to their employees in accordance with what the central organisations have agreed.

Section 5 Dismissal

The employer will observe the following periods of notice:

Duration of continuous employment	**Period of notice**
no longer than a year	14 days
Over a year but no longer than 4 years	1 month
over 4 years but no longer than 8 years	2 months
over 8 years but no longer than 12 years	4 months
over 12 years	6 months

Employees shall observe the following periods of notice:

Duration of continuous employment	**Period of notice**
no longer than 5 years	14 days
over 5 years	1 month

Cancelling the employment relationship

However, the above-mentioned does not concern cases in which the employment relationship can be cancelled, according to law, without complying with the period of notice or the work must be partially or completely suspended due to a force majeure.

Fixed-term employment contracts

The employment relationship of an employee with a fixed-term employment contract expires without complying with the period of notice. When concluding the employment contract, the employer must inform the employee if the work is fixed-term work.

The chief shop steward is entitled to be informed of any fixed-term employment contracts made and the grounds for hiring on a temporary basis.

Application guideline 1:

1. An employment contract is a fixed-term one when made for a fixed term or when applied to a defined task, or when the fixed-term nature of the employment is otherwise expressed in the contract. Unless agreed otherwise, a fixed-term employment contract will terminate without dismissal at the termination of the defined task or at the end of the agreed working period.

Fixed-term employment contracts can be made on grounds of the nature of the work, substitution, traineeship or other such factor stipulating that a fixed-term contract be made, or on the basis of some other justifiable reason relating to the company's activity or the work that is the subject of the contract. If a fixed-term employment contract has been made in other circumstances than those referred to above or if fixed-term employment contracts have been repeatedly renewed in sequence without good reason, such employment contracts will be construed as being valid until further notice.

Duration of employment cannot always be agreed specifically when making fixed-term employment contracts, particularly as regards seasonal work. In these cases, the end date of the employment should be specified as accurately as possible by determining the factors affecting the employment duration.

2. The parties stated that point 1 is a general application guideline for fixed-term employment contracts and is therefore not subject to the collective bargaining effects provided for in the Collective Agreement Act.

In some cases, it has been, in practice, unclear whether the contract has been made until further notice or for a fixed term. Therefore, the parties emphasise that the nature of the

employment must be reported sufficiently clearly to the employee when making the employment contract.

Application guideline 2:

If a trial period is used, it must be explicitly agreed upon at the beginning of the employment relationship between the employer and the employee.

II PAY AND COMPENSATION

Section 6 Pay categories

1. PAY CATEGORY

* Performing work tasks specified for pay category 2 for 6 months (working in the industry)

2. PAY CATEGORY

* bakery work for 7-12 (working in the industry) months
* different types of skilled work (dough preparation, shaping, baking and mass preparation in a confectionery) for 7–12 months
* junior baker for one year (two-year education)
* baker and confectioner student for 6 months (three-year education)

3. PAY CATEGORY

* bakery work after 1 year
* different types of skilled work after 1 year
* junior baker in the 2nd year (two-year education)
* junior baker for 18 months (three-year education)
* junior confectioner for a year

4. PAY CATEGORY

* bakery worker after working in the industry for five years

5. PAY CATEGORY

* senior baker (shaping)
* junior confectioner in the 2nd year
* employee preparing a dough or baking after two years
* demanding bakery work requiring management of several machines, which require training or experience, or other demanding set of tasks as

well as ability to work independently after three years, for example, operating modern packaging lines

6. PAY CATEGORY

* senior baker who prepares a dough or bakes
* important and responsible work requiring special skills, whose independent management requires a high level of professional skills and long experience, for example, operating a bread baking line
* senior confectioner

Student provisions: see section 8 of the collective agreement.

Application guideline:

General rule
The pay of the employee is determined based on the recommended pay of the pay category on which the work performed by the employee is placed in accordance with the collective agreement. If the employee performs work under several pay categories, the pay category is defined based on the work that the employee performs most in terms of time.

Bakery work
The pay category of the employee performing bakery work is defined based on the time the employee has worked in the bakery industry.

Baker, confectioner
The achieved qualification of a junior or senior baker or confectioner will remain also valid when moving between jobs.

If a professional baker or confectioner temporarily performs work other than skilled work, this will not cause changes to their pay category.

If a senior baker placed in pay category 5 temporarily performs dough preparation or baking, this must be considered in their pay.

Different types of skilled work
If a bakery worker performing tasks of skilled work has previously worked in the same professional position in another bakery, this previous work experience must be regarded when

determining the pay category.

Transfers to other duties
If an employee is permanently transferred to other duties and their pay category changes, the employee will be paid a salary in accordance with the pay category as of the start of the following calendar month or pay period after the transfer. If an employee is temporarily transferred to perform duties on a higher pay category and the transfer lasts at least two weeks, the employee will be paid a salary in accordance with the higher pay category as of the start of the transfer. The same applies to the temporary transfer of the employee to duties on a lower pay category.

Section 7 Standard rates of pay

The standard pays in accordance with the following rates of pay are paid for fully able bakery workers.

Monthly salary rates for bakery workers:

until 31 May 2023
Municipal category

Helsinki metropolitan area*	I
EUR	EUR
1	1,911	1,820
2	2,009	1,913
3	2,108	2,008
4	2,186	2,082
5	2,247	2,140
6	2,361	2,249

as of 1 June 2023
Municipal category

Helsinki metropolitan area*	I
EUR	EUR
1	1,978	1,884
2	2,079	1,980
3	2,182	2,078
4	2,263	2,155
5	2,326	2,215
6	2,444	2,328

as of 1 April 2024
Municipal category

Helsinki metropolitan area*		I
	EUR	EUR
1	2,023	1,927
2	2,127	2,026
3	2,232	2,126
4	2,315	2,205
5	2,379	2,266
6	2,501	2,382

* Helsinki, Espoo, Kauniainen, Vantaa

Minutes entry 1:

Employees under 18 years of age will be paid 75% of the recommended pay of the first pay category for three months.

An employee who has no previous experience in the food and drink industry or similar work will be paid 90% of the recommended pay of the first pay category for three months.

Minute 2:

The monthly salary of a senior confectioner is the standard rate of pay in accordance with pay category 6 exceeded by 5%.

Minute 3:

Competence-based qualifications of the Finnish National Agency for Education: An employee who has completed the vocational qualification of a baker or confectioner will be paid an additional supplement of EUR 30. However, if the employee has also completed the special qualification of a baker or master confectioner, the supplement is EUR 50. Similar supplements are paid for employees who have completed vocational qualifications of the National Board of Vocational Education in Finland and further vocational education and training qualifications.

The pay provisions of the Helsinki region are applied in Helsinki, Espoo, Kauniainen and Vantaa.

Section 8 Students

A student refers to an employee who has made a written agreement with the employer on becoming a baker student or confectioner student. A student also refers to an employee who, after completing the two-year vocational study programme in baking or, in addition to the study programme in baking, the one-year specialisation study programme in confectionery, starts working in a bakery in the professional duties of either a baker or confectioner. A student also refers to a person who, after completing the three-year vocational baker-confectioner study programme, starts working in a bakery in the professional duties of either a baker or confectioner.

Student's progression in the pay category system:

first-year student	95% of pay category 1
second-year student	pay in accordance with pay category 1
third-year student	pay in accordance with pay category 2

A person who has completed the apprenticeship is required to be able to satisfactorily perform the professional duties of the bakery.

Application guidelines:

The parties deem it important that when recruiting new employees the said employee and, if necessary, the shop steward are informed of whether the employee will be a student or not.

If an employee in an employment relationship becomes a student
(first-year student), the pay of the employee must, nevertheless, be
the pay in accordance with pay category 1.

Apprentice

After starting to work as a baker, the **apprentice baker** is deemed as a first-year student during the first year and as a second-year student during the second year.

After completing the apprenticeship, the employee, as a junior baker, will transfer to pay category 2 for one year and, after that, to pay category 3

for one year. After working for two years as a junior baker, the employee will transfer, as a senior baker, either to pay category 5 or 6, depending on the tasks.

After starting to work as a confectioner, the **apprentice confectioner** is deemed as a first-year student during the first year, as a second-year student
during the second year and third-year student during the third year.

After completing the apprenticeship, the employee, as a junior confectioner, will transfer to pay category 3 for one year and, after that, to pay category 5 for one year.
After that, the employee, as a senior confectioner, will transfer to pay category 6.

If an employee who has completed labour market training or similar courses agrees on becoming a baker or confectioner student, the employee's apprenticeship will be reduced by two-thirds of the duration of the completed course.

A student who has completed a study programme in baking and/or confectionery in a vocational education and training institution

A **baker student** who has completed the **two-year vocational** study programme in baking is deemed as a second-year student. After the vocational education and training institution and performing the duties of a baker for six months, the employee is deemed to have completed the apprenticeship.

After completing the apprenticeship, the employee, as a junior baker, will transfer to pay category 2 for one year and, after that, to pay category 3 for one year. After working for two years as a junior baker, the employee will transfer, as a senior baker, either to pay category 5 or 6, depending on the tasks.

A **confectioner student** who has completed the **two-year vocational** study programme in baking is deemed as a second-year confectioner student. After the vocational education and training institution and performing the duties of a confectioner for six months, the employee is deemed as a third-year confectioner student and transferred to pay category 2. After working for one year in pay category 2, the employee is deemed to have completed the apprenticeship.

A **confectioner student** who has completed, **in addition** to the **two-year study programme** in baking, the **one-year** specialisation study

programme in confectionery, is deemed as a third-year confectioner student. After the vocational education and training institution and performing the duties of a confectioner for six months, the employee is deemed to have completed the apprenticeship.

After completing the apprenticeship, the employee, as a junior confectioner, will transfer to pay category 3 for one year and, after that, to pay category 5 for one year.
After that, the employee, as a senior confectioner, will transfer to pay category 6.

A student who has completed the food and drink industry's basic study programme of a baker-confectioner in a vocational education and training institution

A **baker student** who has completed the **three-year vocational** study programme in baking and confectionery is deemed as a third-year student. After the vocational education and training institution and performing the duties of a baker for six months, the employee is deemed to have completed the apprenticeship.

After completing the apprenticeship, the employee, as a junior baker, will transfer to pay category 3 for 18 months. After working for 18 months as a junior baker, the employee will transfer, as a senior baker, either to pay category 5 or 6, depending on the tasks.

A **baker student** who has completed the **three-year vocational** study programme in baking and confectionery is deemed as a third-year confectioner student. After the vocational education and training institution and performing the duties of a confectioner for six months, the employee is deemed to have completed the apprenticeship.

After completing the apprenticeship, the employee, as a junior confectioner, will transfer to pay category 3 for one year and, after that, to pay category 5 for one year.
After that, the employee, as a senior confectioner, will transfer to pay category 6.

Section 9 Seniority supplements

An employee will be paid the following separate seniority supplement on the basis of the duration of their employment in the said company or group:

Duration of employment	Allowance
At least one year	EUR 51
5–10 years	EUR 75
10–15 years	EUR 98
15–20 years	EUR 122
20–25 years	EUR 160
25–30 years	EUR 172
over 30 years	EUR 188

The period of service refers to the duration of the current employment.

Credited to the years of service are leaves of absence, provided that these last no longer than three years and that the employment is in force during that time. For a new

three-year period to commence, the employee is required to be on paid time for a minimum of three months, which must include at least one month of actual work.

Previous employment in the company or group in question is also considered to accrue the seniority bonus.

Application guideline:

When making the employment contract, the employee will, together with the employer, determine any previous employments with the company or the group to be entitled for seniority supplement from the beginning of the employment.

The seniority supplement is a so-called separate supplement that is paid in addition to the standard rate of pay in accordance with the collective agreement and the employee's personal monthly salary.

The seniority supplement will be paid during the annual holiday and considered when determining the holiday bonus.

The seniority supplement will not be considered in the payment of overtime and Sunday work or early morning and shift work supplements.

When the employee becomes entitled, based on the years of service, to a seniority supplement or an increased seniority

supplement, the new supplement will be paid from the beginning of the calendar month following the fulfilment of the said year step.

Daily seniority supplement is calculated based on section 13.

Part-time employees

The accumulation of the years of a part-time employee is calculated based on the duration of the employment relationship. In this way, a part-time employee whose employment relationship has lasted more than a year, will be included in the system.

The amount of the seniority supplement of a part-time employee is defined with the same proportion as that of the part-time employee’s working hours compared to full-time working hours.

Section 10 Separate supplements

Special circumstances supplement

A special circumstances supplement of 5 cents per hour is paid for rising room work.

Deep-freeze storage supplements

A special circumstances supplement for employees working in the deep-freeze storage is 102 cents per an hour of working in the deep-freeze storage. The number of hours entitling to this supplement can be estimated locally and the same amount of the supplement may be paid every month.

Product presentation supplement

If the employee presents products for the public or bakes in a store, a special supplement of 99 cents per each of the hours is paid to the employee.

Job instruction supplements

Designated job instructors who at the employer's request provide job instruction alongside their own work will be paid a separate supplement for the instruction time at 56 cents per hour until 31 May 2023 and at 65 cents per hour as of 1 June 2023. The supplement will be payable under

the same terms as for instruction provided to on-the-job learners as well. (Vocational Training Act 630/1998).

Application guideline:

Rising room work supplement

A rising room worker refers to an employee whose main task is to monitor rising in a separate rising room and must, therefore, spend time at high temperatures. However, the supplement is not intended to be paid, for example, to bakers who take care of rising alongside baking.

Section 11 Shift, early morning and evening work supplements

The employees working in shifts will be paid a shift work supplement which for the evening shift is 15% of the employee's hourly pay calculated based on the standard rate of pay and for the night shift is 30% of the employee's hourly pay calculated based on the standard rate of pay for work other than the work under the Work in Bakeries Act. (The divider of the monthly salary is 169).

When the work done is not shift work, a salary increased by 100 per cent is paid for work before 6 a.m.

An evening work supplement equal to the evening shift supplement is paid for regular work, which is not shift work, performed between 4 p.m. and 9 p.m.

When the work has not been arranged as shift work, a salary increased by 100 per cent is paid for work performed after 9 p.m. If the work is simultaneously overtime, an overtime compensation is paid for the work.

A salary increased by 100 per cent is paid from the beginning of the Saturday evening shift in continuous three-shift and two-shift work.

Application guideline:

According to section 33 of the Working Hours Act, the wage payable for Sunday work or other church holidays performed as part of regular working hours is twice the regular wage. If the requirements of the collective agreement are fulfilled, a 100% early morning or night work supplement, in addition to the

Sunday work supplement, is paid for work performed on Sundays.

Section 12 Payment of earnings

The salary is paid at least twice a month, on the 15th day and last day of each month, unless otherwise agree locally. If the payday falls on a Sunday or public holiday or if the salary payment is otherwise impossible due to the bank or other salary payment location being closed, payment will take place on the preceding weekday.

For the purposes of pay calculation, a pay for five working days can be left unpaid.

The employee has the right to obtain a clarification on the grounds for determining the employee's last paid salary.

Application guideline:

According to Chapter 2, section 16 of the Employment Contracts Act, the employer must provide employees with a calculation document indicating the amount of earnings and the payment criteria.

Minute:

Notes against the pay or overtime compensation must be placed before the following salary payment.

It can be agreed locally that the salary calculation is done once a month and the salary is paid twice a month. The salary payment days must be stated in the agreement as well as how the salary is distributed across both payment days. Such an agreement must be made in writing. The employer must give a payroll specification once a month that indicates the grounds for the salary paid and the salary to be paid. Errors in salary payment must be adjusted as soon as possible and at the latest in connection with the next salary payment.

Section 13 Calculating the average hourly and daily earnings of a salaried employee

A. Calculating average daily earnings

When calculating the salary payable for daily work, the daily rate is determined by dividing the monthly salary by the number of working days for the month in question in accordance with the working hours system.

B. Calculating average hourly pay

Days shorter than a full working day
When calculating the worker’s salary payable for days shorter than a full working day, the worker's pay per hour will be determined by dividing the monthly pay by 169. This divisor is also used for the payment or retention of compensation within the meaning of the agreement on the reduction of working time in the bakery industry.

Increased pay
In the calculation of increased pay and emergency bonus referred to in this agreement, the monthly salary will be calculated by dividing it by 160, when regular working hours are 40 hours per week.

Calculating the average hourly pay of a part-time salaried employee
When the regular working hours are less than 40 hours per week, the divider is the accordingly calculated actual number of working hours spent, on average, on regular work in a month.

Section 14 Calculating the average hourly pay of a part-time employee paid by the hour

The hourly pay of a part-time employee is calculated by dividing the monthly salary by 160. The same number is used as the monthly salary multiplier.

Minute:

The provision concerning part-time employees is provided in section 34.

Section 15 Maintenance department employees

Salary provisions concerning the maintenance department employees are appended to this agreement.

Section 16 Emergency work and on-call duty

A. Emergency work

If an employee who has already left work is called back to work in emergencies outside their regular working hours, they will be paid for at least one working hour, and, if the emergency work is overtime, they will be paid the appropriate overtime compensation. Special emergency bonus will also be paid as follows:

a) If the emergency work call is made after regular working hours or on the employee's day off but before 9 p.m., the compensation will equal the average hourly pay for two hours, and

b) If the said call is made between 9 p.m. and 6 a.m., the compensation will equal the average hourly pay for three hours. If the work falls under overtime, the overtime compensation in the above cases will be 100% of the pay for the entire time.

If the employee is notified during their regular working hours ending by 4 p.m. that, after they have left the workplace, they should return for overtime work on the same day starting after 9 p.m., they will be paid compensation equaling the average hourly pay for two hours as intended in section a) above, but no overtime compensation.

B. On-call duty

If an employee is obliged, as part of an agreement stipulating the duration of on-call duty, to stay in their residence from where they can be called to work as necessary, they will be paid half of their average hourly pay for this on-call time. On-call duty time will not be considered as actual working hours.

If it is separately agreed that the employee is otherwise obliged to be on-call so that they can be called to work as necessary, the compensation payable for such on-call duty must also be agreed upon separately. The amount of compensation will be at least 20% of their average hourly pay, depending on the extent of limitation to the use of free time caused by the on-call duty.

The above provisions on emergency work will not be applied to calling an employee in on-call duty to work as understood herein.

Section 17 Travel costs and daily allowances in 2023

A worker who is obliged by the employer to travel is paid a) reimbursement of travel expenses, b) a per diem allowance, c) a refund of accommodation expenses, and d) meal money as follows:

a) All necessary travel costs are paid by the employer. Prices of train, ship, flight, etc. tickets in the second class, luggage-related costs and, when travelling overnight, the prices of tickets entitling to a cabin or sleeping berth in the corresponding class are deemed as necessary travel costs.

For the use of one's own car in work-related travel, a compensation of 53 cents/km will be paid.

If there are other passengers in the employee's vehicle, at the employer's request or consent, 4 cents per kilometre for each passenger is paid in addition to the above-mentioned compensation.

If the total weight of machinery or equipment carried in the car exceeds 80 kg or if they are large in size, the compensation per km will be increased by 4 cents.

The use of a trailer increases the kilometre allowance by 9 cents.

b) A daily allowance refers to compensation for the increase in meal and other costs of living caused to the employee by the work travel. The compensation paid for travelling and accommodation are not included in the daily allowance. A condition of the daily allowance payment is that the distance to the special place of work is more then 15 km from the employee's actual workplace or residence or, if the work travel destination is in another municipality, at a distance of more than 5 km from the boundary of the municipality.

The travel is deemed to have started when the employee has left the workplace or, if separately agreed, their residence and to have ended when the employee returns to the workplace or their residence.

Depending on the duration and destination of the work travel, the daily allowances will be as follows:

1. A full-day allowance will be paid for work travel of more than 10 hours. The full-day allowance is EUR 48.

2. A part-day allowance will be paid for work travel of more than 6 hours. The part-day allowance is EUR 22.

When paying the daily allowance, the above-mentioned time limits are applied to when the travel has lasted more than 24 hours.

If the employee on a given travel day is provided a free meal or a meal included in the travel ticket price, they will be paid half of the relevant daily allowance. For the purposes of this collective agreement, a free meal is understood as two free meals with respect to a full-day allowance and as one free meal with respect to part-day allowance/days shorter than a full working day.

c) If the employee must stay overnight due to the travel and free accommodation is not arranged by the employer, the employer compensates the accommodation costs arising from the use of the room,
in addition to paying the daily allowance and travel costs, against the accommodation establishment’s receipt appended to the invoice, up to the maximum amounts specified in the State Travel Regulations. If the travel has required staying overnight and the employee presents no invoice for the accommodation, an overnight travel allowance equal to the part-day allowance will be paid.

d) The employee is paid a meal allowance of EUR 12 when their duties exceptionally prevent them from taking meals during the meal break at the employer's cafeteria or at their place of residence, and when the employee is not working at another location of the company in the same district or nearby that provides a comparable normal opportunity to take meals. This is not applied to cases in which the employee is entitled to a daily allowance or part-day allowance.

For any out-of-country travel at the employer's request, the travel costs, accommodation costs and daily allowance are paid in accordance with what has been separately agreed upon between the employee and employer in compliance with the principles of this section and the State Travel Regulations.

If amendments to the kilometre allowances or monetary compensations are agreed in the Government’s collective agreement, they will enter into force as part of this agreement after the amendments have been recorded by the unions.

Derogations from the provisions of this section are permitted in the company’s travel policy, if the other applicable alternative leads to an equally favourable end result from the employee’s perspective, on average.

Minute:

Cost increase related to travelling between different offices of the same company shall be clarified and compensated company-specifically, while also taking the time spent for the travel into consideration.

If the normal duties of an employee require repeated travel or when the employee, owing to the nature of said duties, decides on travel and the use of working hours, it is possible to agree on paying them as a separate fixed compensation in connection with the monthly salary payment, instead of complying with the provisions concerning the daily and meal allowance presented in this section.

Section 18 Work clothes

The employer will procure, pay for and maintain the work clothes that employees are required to wear.

For a justifiable reason, this work clothes benefit can be replaced by cash compensation of EUR 15 per month.

Work shoes

While at the workplace, employees will wear work shoes that meet the workplace's requirements for occupational health and safety and hygiene and keep them at the workplace.

The employer will provide all employees whose employment has lasted at least 3 months with the said kind of work shoes once a year. Alternatively, the employer may, for justifiable reasons, require that the employees themselves acquire the said kind of work shoes, in which case the employer will, once a year, compensate the employees for the costs arising from the acquisition of work shoes against receipt, the maximum sum being 80 euros.

III PAID ABSENCES

Section 19 Sick pay

1. When a worker who has been employed by the employer for a month is prevented from working due to illness, accident, or quarantine imposed on the basis of section 20 of the Communicable Diseases Act, and has not caused the illness or accident intentionally, by criminal

activity, or by their carelessness or other gross negligence, the employer shall pay them salary on the working days included in the calendar period of the duration indicated below:

An employment relationship that, before the occurrence of incapacity for work has continued continuously	Calendar period
at least 1 month but less than 3 years	28 days
at least three years, but less than five years	35 days
at least five years, but less than ten years	42 days
10 years or more	56 days

2. Under the provisions of this section, sick pay is paid to employees whose employment has continued for at least one month at the time of falling ill.

When an employer engages the same persons in seasonal work, the minimum duration of employment is one week.

Application guideline:

> *In work of a seasonal nature the one-week employment minimum is applicable when employment has continued for at least three continuous months and the employee returns to the seasonal work no later than 10 months from the end of the previous seasonal employment.*

The one-month employment minimum is not applied, however, in the case of occupational accident.

3. The calendar period based on which sick pay is paid begins on the calendar day immediately following the day of falling ill. Employees who fall ill during working hours are entitled to full pay for the day in question.

In the case of employees who fall ill before the start of their shift, the day in question is considered the first day of the calendar period. Likewise, in the case of employees who in reality are incapable of working due to an illness when arriving at work, the day in question is considered the first day of the calendar period.

4. The employee must immediately notify their employer of falling ill.

If an employee intentionally neglects to immediately notify the employer of falling ill, the employer's obligation for sick pay will start at the earliest on the day the notification is made.

5. Upon request, the worker must present a medical certificate of their illness. The worker agrees to a medical examination with the employer's own or designated doctor upon presentation by the employer. In such a case, the employer is liable for paying possible physician’s fees.

6. The employee must primarily use the occupational health care services provided by their employer.

7. The daily salary for the sick pay period of a monthly-paid worker is calculated on the basis of section 13 of the collective agreement. Salary or a part of it is paid only for days that would have been the employee’s working days based on the work schedule.

By way of derogation from the above, other forms of payment may be agreed locally.

8. The employer pays the worker the full amount of the sick pay during the period of illness in connection with the normal payment of salaries, in which case the employer receives, for the same period, a per diem allowance or equivalent compensation paid to the worker under the legislation or contract, up to the amount of the salary they have paid. Different methods of payment may be agreed locally.

9. However, sick pay will not be paid if the illness or accident was intentionally caused by the employee through criminal activity, reckless living or other gross negligence.

If a daily allowance is not paid for a reason attributable to the employee, or if the sum paid is less than what the employee is entitled to under sections 16 and 17 of the Sickness Insurance Act, the employer is entitled to deduct from the sick pay the sum which, as a result of the employee’s action, it has not received or has only received in part as the daily allowance referred to in the Sickness Insurance Act.

10. If a worker falls ill again within 30 days of returning to work, the calendar period for which the employer is obliged to pay sick pay shall be counted as one sickness period.

Application guidelines:

1. Incapacity for work is primarily confirmed by a doctor's certificate issued for the purpose, unless otherwise provided in these guidelines.

2. During epidemics there may be so many cases of employees falling ill that access to a doctor may be difficult. This may also be the case temporarily if there is a shortage of doctors to take care of the matter.

In the above cases illness may be considered demonstrated when an occupational health nurse or public health nurse reports the symptoms discovered by examination and the need, if any, for sick leave of no more than three days at a time, provided that the repeated certificate is issued by the same nurse. Special attention must be paid to a need for medical care. But the parties require that, before issuing a sick leave certificate, the occupational health nurse or public health nurse must have confirmed the condition referred to above together with a doctor.

3. A sick leave certificate must be considered acceptable unless the employer can with justified grounds demonstrate abuse.

4. A retroactively issued medical certificate will be accepted only if the doctor has recorded acceptable reason for the delay on the certificate.

5. Regular shift work, evening work, early morning work, special circumstances, etc. supplements are paid for the period of illness that would have been payable based on the work schedule. The Sunday work increase is not considered in the sick pay.

Other calculation methods at an equivalent level can be agreed locally, paying attention to the above-mentioned supplements.

Section 20 Pregnancy and parental leave pay

1. A birthing worker whose employment has continued for at least 6 months before the date of the childbirth shall be paid for the period of their pregnancy leave on the working days included in the 5-week calendar period from the date of the commencement of the future pregnancy leave under the Employment Contracts Act.

2. If a new pregnancy leave begins before the employee has returned to work, the employer is not liable to pay wages during the new pregnancy leave.

Application guideline:

This does not apply in situations where a worker immediately transfers from family leave to a new pregnancy leave (Labour Court 2014:115–117).

3. The sum received under law or this agreement by a worker on the basis of childbirth as a pregnancy allowance or other corresponding compensation will be deducted from the pregnancy leave pay. However, the employer is not entitled to deduct said compensation from pregnancy leave pay when the compensation is paid to the employee on the basis of voluntary insurance paid for entirely or in part by the employee.

The employer is entitled to withdraw the pregnancy allowance referred to in the preceding paragraph or corresponding compensation received by the worker, or receive it from the worker for the period on which it has paid the worker pregnancy leave pay.

4. In the event that a pregnancy allowance is not paid to the worker due to the worker's negligence or the paid allowance is lower than what the worker is entitled to under the Sickness Insurance Act, the employer is entitled to deduct from the pregnancy leave pay the pregranancy allowance or part thereof which has not been paid due to the negligence of the worker.

5. In conformance with the provision above in this section, the worker who is entitled to parental allowances under chapter 9, section 5, subsections 1–3 of the Sickness Insurance Act (14 January 2022/22) will also be paid salary for working days included in a calendar period of at most 6 days as of the beginning of a parental leave, under the Employment Contracts Act.

Section 21 Sick children

1. In the event that a child less than 10 years of age that is the employee’s own child or a child permanently living in the employee’s household suddenly falls ill, the mother or father, or in the latter case the guardian who continuously lives with either the mother or the father in a common household in marriage-like conditions without having entered into marriage (hereinafter the parents), will be paid compensation to organise care for the child or to care for the child in a brief temporary absence under the provisions of this collective agreement on sick pay.

The condition for paying compensation is that both parents are gainfully employed and a report is presented on the absence in accordance with the provisions of the collective agreement on sick pay. The above also applies to single parents.

Only one of the parents will be paid compensation for a single case of illness. If needed, the employer is entitled to receive proof that only one of the parents has taken advantage of the right to absence.

2. As a result of arranging or caring for a sick child, the worker is paid salary for the working days included in a calendar period of not more than four days. When a worker has to leave work during the working day, this is considered to be the first day of the period. The compensation will be paid on the condition that a certificate is presented on the illness of the child and the absence resulting from it, similar to that presented on the illness of an employee under the provisions of the collective agreement or in accordance with the practice possibly adopted in the company. Paid days of absence due to the illness of a child are considered as working days referred to in the Annual Holidays Act.

3. If an employee who is the guardian of an underage child is forced, due to the child’s illness, to remain home to take care of the ill child, this is considered to be an acceptable reason for absence, provided it is immediately notified to the employer.

4. An employee whose child has a serious illness as referred to in section 4 of the Government Decision 1335/04 (Government Decision on the implementation of the Health Insurance Act) is entitled to be absent from work to take part in the care, rehabilitation or counselling concerning care, as referred to in chapter 10, section 2 of the Health Insurance Act, provided that they agree with the employer on the absence in advance.

Application guidelines:

If absence is necessary to arrange care for, or to care for, a child

The absence is conditional on both parents being gainfully employed. As a rule, the parents should primarily arrange for care. An employee may stay at home only when care cannot be arranged. In the event of absence, the child's parents are required to provide – as explanation for the necessity of the absence – only information concerning the possibility of the child's place of care and of family members living in the same

household to care for the child and of their suitability for the task. In other words, the employer does not need to be persuaded of the unavailability of neighbours, municipal home aid or other carers. Family members mean the grandparents and older siblings of the child in question and others living in the employee's household.

Single parents

For the purposes of this agreement, a person who lives in permanent separation from their married or common law spouse and with whom their children live, and a person whose spouse is prevented from taking part in childcare due to military service or reserve training are considered single parents.

Recurrence of an illness

In the event that a child's illness recurs within 30 days, the days referred to in section 2 on which the employer is required to pay sick pay are added together.

For the purposes of this agreement, two or more children of the same family falling ill in sequence with an interval of less than 30 days is not considered a recurrence of an illness. Moreover, the consequent illnesses of an employee and child do not constitute a case of recurrence as referred to in this agreement.

Duration of absence

The short temporary absence referred to in this agreement means the paid absence of a maximum of four working days in the calendar period. The duration of the absence must always be assessed on a case by case basis, taking into consideration, for example, the possibility of arranging care and the type of illness. Hence, the agreement does not automatically entitle to paid absence. When an absence is longer than the above-mentioned absence, no compensation is paid. It is obvious, however, that a sick child cannot always be left without care when illness continues longer than the period for which compensation is paid. Application guideline:

Both parents in shift work

If both parents work shifts for the same employer and their shifts are consecutive, the parent at home is reserved the

opportunity to care for a child that has unexpectedly fallen ill without loss of pay, until the other parent returns home from work. The duration of such a paid absence is the duration of a return journey to work.

Section 22 Medical examinations

1. Statutory medical examinations

The employer will compensate loss of earnings incurred by an employee from attending statutory medical examinations referred to in 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 (1484/2001) and approved in the action plan of occupational health care, which are performed during the employment relationship, and the related travel in accordance with corresponding loss of working hours. This also applies to cases involving examinations referred to in the Young Workers' Act (998/93) and the Radiation Act (592/91). The same provision is also applied to examinations required in the Government Decree (1484/2001), made on the submission of the Ministry of Social Affairs and Health, when a worker is transferred within the same company to duties that require such medical examination.

Employees sent to the examinations referred to in the above legal provisions, or who are ordered to further examinations, are compensated by the employer for unavoidable travel expenses. If the examinations or further examinations are conducted in another municipality, the employer will also pay an allowance. When an examination takes plays during an employee's time off, the employee is paid, as compensation for extraordinary expenses, a sum that corresponds to the minimum allowance under the Sickness Insurance Act.

2. Other medical examinations

Loss of earnings is compensated under the following conditions:

Basic conditions (apply to all points from “a” to “e” below)

Only cases of illness or accidents where a medical examination must be carried out without delay are compensated. The employee must present an account approved by the employer of the medical examination (e.g. a medical certificate or a receipt of payment of the physician's fee) and

when requested by the employer, an account of the duration of the examination, including waiting and reasonable duration of travel.

In other cases of illness or accidents than referred to above, the employer may make an appointment during working hours only if an appointment is not available outside working hours within a reasonable period of time (e.g. a week in normal circumstances). The employee must present a reliable account of not being able to make an appointment outside working hours.

The employee must notify the employer of the appointment in advance. If this is not possible due to a force majeure, notification must be made as soon as possible.

The medical examination must be arranged to avoid unnecessary waste of working hours.

If the employee receives sick pay for the duration of the medical examination, loss of earnings is not compensated under the agreement provisions on medical examinations.

If an illness is the result of the employee's gross negligence or intent, loss of earnings is not compensated.

Special conditions

Loss of earnings is compensated:

a) New or recurring illness

For the duration of a medical examination in which the employee’s illness is diagnosed.

For the duration of incapacity attributable to a doctor’s examination procedure which lasts no more than a day.

If the employee is admitted to hospital for observation or examination as a result of symptoms of illness. In this case sick pay provisions apply.

b) Previously diagnosed illness

For the duration of a medical examination required by a chronic illness, provided that the examination is performed by a relevant specialist to determine treatment.

If the illness significantly worsens, which is why it has been necessary for the worker to seek a medical examination.

For the duration of a medical examination performed by a specialist for the purposes of determining treatment and during which an auxiliary device (such as glasses) are prescribed.

For the duration of other medical examination required by another previously diagnosed illness necessary for the determination of treatment, provided that the doctor's services are not available outside working hours.

For the duration of an incapacity attributable to a treatment procedure required by cancer. In this case sick pay provisions apply.

c) Laboratory and x-ray tests

For the duration of laboratory and X-ray tests immediately related to a compensatable medical examination. The laboratory and x-ray tests must be prescribed by a doctor and hence part of the relevant examination. Loss of earnings is compensated for the duration of separate laboratory or x-ray tests only if the employee cannot take said tests outside working hours or the illness requires that tests be taken at a specific time of day. The employer must present a medical certificate of such time requirements.

d) Medical examinations and tests associated with pregnancy

- for the duration of an examination required to acquire a certificate from a doctor or health-care centre as required to receive maternity allowance under the Sickness Insurance Act. However, the employer must compensate the employee for loss of earnings resulting from medical examinations performed on the pregnant employee before childbirth, if the examinations cannot be performed outside working hours.

e) Sudden dental disease

For the duration of treatment when a sudden dental disease preceding the treatment results in incapacity for work, which requires treatment on the same day or during the same shift, provided that the employee cannot get the treatment outside working hours. Incapacity for work and the urgency of treatment are demonstrated by a dentist’s certificate.

3. Calculation

The loss of earnings referred to above under sections 1 and 2 is determined by the provisions for sick pay calculation and consolidation laid down in said collective agreement. Similarly, the provisions of said collective agreement on the compensation of travel costs apply to the allowance referred to in the second chapter of section 1.

Section 23 Other compensation

1. Birthdays

An employee who has been employed for three months is entitled to paid leave corresponding to the regular working hours on their 50th and 60th birthdays if such occur on their workdays.

2. Funerals and weddings

An employee is entitled to paid leave to arrange the funeral of a close relative or on their funeral days and on their own wedding.

Close relatives refer to the employee's married or common-law spouse (who lives permanently in the same household), children, grandchildren, adopted children, parents, grandparents, and brothers and sisters, and the parents and grandparents of a married spouse.

Minute:

If the distance between the location of the funeral of a close relative and the employee's home municipality is so great that it would not be reasonable to expect the employee to make a return trip on the day of the funeral using public transportation, the employee is entitled to a paid day of leave provided that travel takes place on a working day.

3. Reserve training

The employer pays the employee full pay benefits in addition to the reservist pay paid by the Finnish Government for the duration of the reserve training. When calculating the amount of the full pay benefit, only the days which would have been working days if the employee did not participate in reserve training are taken into account in terms of the reservist pay.

4. Military call-up

The earnings of an employee obliged to do military service are not reduced for the duration of a military call-up, and the resulting absence from work is deemed as an acceptable absence referred to in this agreement.

Minute:

An employee taking a separate medical examination in conjunction with the call-up is compensated for their loss of earnings for the time they must – according to an acceptable account – be absent from work during regular working hours.

5. Women's voluntary military service

Those applying for voluntary military service are compensated for their loss of earnings when attending a meeting to select women for voluntary military service.

6. Meeting of elected officials

Annual holiday befits are not reduced from an employee who is a member of a municipal council or board or statutory election board or committee appointed for the purpose of state or municipal elections caused by the meetings of the elected officials during the employee's regular working hours. If the meetings of said elected officials are held during the employee's working hours, the difference between the pay and loss-of-earnings compensation paid by the municipality insofar as the loss-of-earnings compensation possibly falls below the pay. The difference will be paid when the employee has provided the employer with an account of any loss-of-earnings compensation paid by the municipality.

IV WORKING HOURS

Section 24 Regular working hours

Regular working hours are 8 hours per day and 40 hours per week.

The aim is to arrange the daily working hours as consecutive hours, excluding the breaks in accordance with the agreement.

Regular daily working hours can be temporarily extended during one or more days by agreeing with the shop steward, although not more than

with one hour and provided that the working hours on other days of the same week is correspondingly shorter.

By joint agreement with the shop steward, or in the absence of a shop steward, with the workers, it can be agreed that the weekly and daily regular working hours of a full-time worker can be arranged, on average, so that the number of daily working hours is a minimum of 6 hours and a maximum of 9 hours. There can be only two work shifts longer than 8 hours in a week. The weekly working hours must then be adjusted to average working hours during an adjustment period of no longer than 4 weeks. However, when using the aforementioned average working hours, the daily regular working hours of a part-time worker must be a minimum of 6 hours and a maximum of 8 hours per day.

The employer must draw up a working hours adjustment plan for the used adjustment period in accordance with section 29 of the Working Hours Act.

The reduction of working hours has been agreed under a separate protocol, which is appended to this collective agreement.

In work other than continuous shiftwork, the aim is to use working hours arrangements to ensure that work would not be performed after 6 p.m. on the New Year's Eve and May Day Eve.

Section 25 Working hours experiments

Working hours experiments deviating from the relevant regulations can be agreed upon at the employer company with the chief shop steward. This kind of agreement, whose execution requires the consent of the employees concerned, must be brought to the attention of the joint working hours team set up by the parties to the agreement in writing well in advance of the intended experiment’s introduction.

Where the working hours team representatives of either ETL or SEL require discussion of the working hours experiment, the introduction will be postponed until the working hours team has reached a decision on the matter. In performing its task, the working hours team will consider the interests and circumstances of both the employer and the employees. For experiments discussed by the working hours team to be introduced, a unanimous decision is required from the team.

The parties to the agreement will not aim to prevent the introduction of such experiments in principle. The unions will monitor the working hours experiments introduced.

Section 26 Night work

According to section 26, subsection 1, point 12 of the Working Hours Act, night work is allowed, with the employee's consent, in bakeries; for work between 5 a.m. and 6 a.m. such consent is not, however, required.

Application guideline:

For the application of the Working Hours Act, the unions unanimously agree that work performed between 11 p.m. and 5 a.m. requires the employee's consent.

Section 27 Deviating from the established working hours arrangements

If exceptions that are permanent in nature are applied to regular working hour arrangements, this will be reported to the employees or group of employees concerned at least one week before the commencement of the intended application.

Section 28 Days off

If the only day off during the week is Sunday, bakery employees working in production shall be granted, in addition to the weekly day off under this law, a weekly day off on Saturday.

For employees other than production employees, a day off, in addition to the weekly day off under the law, shall be granted on Saturday in six-day working weeks or, where this is not possible, on Monday.

However, the above-mentioned provisions shall not preclude the employer and employee from agreeing, by negotiating with the shop steward, on granting a day off on another weekday in individual cases.

Minutes entry 1:

The parties state that the provisions in this section and chapter 1 of section 24 mean that all working days – Saturdays, if they are working days, and eves of public holidays included – comprise 8 hours and all working weeks, unless a public

holiday falls midweek or otherwise provided in minute 2, comprise 5 working days for each employee.

Minute 2:

Easter Saturday as well as Midsummer Eve and Christmas Eve are days off, unless otherwise required for production-related technical reasons. If Independence Day, May Day, New Year's Day and Epiphany fall on a weekday other than Saturday, and in the week including Ascension Day, the weekly day off of those employees, whose fixed day off in accordance with the working hours system is Saturday, is Saturday also during those weeks. Saturdays following Christmas and Easter are also days off for the said employees.

A corresponding working hours reduction for those employees who are working on the Saturdays of the said weeks is implemented by granting a continuous time off during a period of two weeks before the week reducing the working hours or two weeks after it.

Section 29 Saturday work

Notwithstanding the provisions of this section, it is allowed to arrange the work so that employees perform regular work on Saturdays also during six-day working weeks. In this case, they shall be paid a special supplement of EUR 22.38 regardless of the number of regular working hours performed on the said Saturday.

If an employee working 40 hours per week works regularly on Saturdays, the employee will receive, in addition to the above-mentioned special supplement, free time compensation equivalent to one-quarter of the number of full working hours performed on Saturday.

The accumulated free time will be granted to the employee within the scope of the working hours system primarily as shorter, for example, six-hour working days. The free time is granted by the end of the quarter following the accumulation period.

If accumulated free time is unused upon the termination of the employment relationship, it will be compensated to the employee in accordance with the basic hourly pay.

The employer and the employee may also agree otherwise on the granting of free time. Free time may also be agreed to be compensated in accordance with the basic hourly pay on a case-by-case basis.

However, monetary compensation in lieu of free time has limited validity in the same way as overtime compensation.

Application guideline:

Saturday work supplements
The Supplement of EUR 22.38 *referred to in the minute shall be paid in equal amount regardless of the duration of the work performed on Saturday.*

The Saturday supplement of a part-time employee is defined based on the employee's regular weekly working hours. If, for example, the regular weekly working hours are 30 hours and part thereof is performed on Saturdays, the Saturday supplement is EUR 16.79. If the weekly working hours are 12 hours, the Saturday supplement is correspondingly EUR 6.71.

A separate basic pay and a 100% eve supplement is paid for work performed on Christmas Eve, Easter Saturday and Midsummer's Eve. Furthermore, the employee is granted corresponding free time as regular working hours. A night increase in accordance with the Work in Bakeries Act is paid for work performed during the night.

Section 30 Rest breaks

When the regular daily working hours exceed six hours, the employee and the employer may locally agree on reducing the daily rest period to 30 minutes.

The rest period will not be considered as actual working hours if the employee has the right to leave the workplace during the rest period. It is also possible to cancel the rest period entirely, if the employee is allowed to have a meal during the working hours at the time determined by the management.

When the working hours exceed seven hours, the employee is also granted one 15-minute coffee break. The coffee break may be agreed locally to be two times 10 minutes.

Application guideline:

The rest breaks in accordance with the collective agreement must be placed as evenly as possible during working hours.

Minutes entry 1:

When regular working hours exceed four hours, the employee is entitled to a 10-minute break.

Minute 2:

The same principles, as applicable, are applied to the meal and rest breaks during weekly overtime as when performing regular daily work.

Employees in shift work do not have a designated meal break but are provided an opportunity to have their meals during working hours, and will have their meals at times that are suitable with respect to the performance of the shift work. Furthermore, the employee is entitled to one 15-minute coffee break or allowed to drink coffee twice at times that are suitable with respect to the performance of the shift work.

Minute 3:

When applying chapter 4 of this section, it shall be taken into account that the time spent for having the meal may not be longer than 20 minutes.

Minute 4:

If the overtime work continues without interruption for two hours or longer, the employee is entitled to a coffee break of 15 minutes which will be included in the working hours. If overtime lasts for more than two hours, employees are additionally entitled to a rest break of 10 minutes which will be included in the working hours, provided that the overtime work lasts for at least four hours.

Application guideline:

If the employee is allowed to have a meal during the working hours, it shall be taken into account that the coffee break provisions shall, nevertheless, be applied separately.

Section 31 Overtime

Overtime and Sunday work is done, if necessary and with the employee's consent, within the limits of the law.

A. Daily overtime

When the daily working hours exceed the regular working hours, the overtime compensation will be 50% on the regular hourly pay for the first two hours and 100% on the regular hourly pay for any subsequent hours.

For working overtime, an employee in shift work will be paid, complying with the law, an increased shift work supplement in accordance with the shift in which the overtime falls.

For any daily overtime done that is an eve of a public holiday, the earnings payable to employees will be increased by 100% for all overtime hours.

Where overtime done by a given employee continues uninterruptedly past midnight, overtime compensation will also be paid for the hours that fall on the next day. These hours will not be considered as regular working hours for the day in question.

Minutes entry

The provision in chapter 4 of section A concerning the overtime compensation shall only be applied to situations in which the employee first completes the work shift in accordance with the employee's regular working hours and, after that, continues the work without interruption as overtime work and this overtime work continues past midnight.

Example 1. The employee's shift starts at 3 p.m. and continues until 11 p.m. After this, the employee continues working for two hours overtime until 1 a.m. This means that the employee has performed two hours of daily overtime. The employee's following regular work shift starts on the following night at 9 p.m. and continues until the following morning 5 a.m. This latter work shift is included in the employee's regular working hours, and not considered as overtime.

Example 2. The employee's regular shift starts on Wednesday at 10 p.m. and continues until the Thursday morning 6 a.m. The employee's following regular work shift starts at 9 p.m. on the Thursday evening. In this case, nine working hours are performed on Thursday. (No other agreements concerning the change of the day have been made in this case, thus the day changes at 12 midnight. Furthermore, no extension to the daily regular working hours has been negotiated in accordance with subsection 3 of section 24.) In this case, one hour of daily overtime is performed for the Thursday, but the work continuing past the change of the day is not considered overtime.

B. Weekly overtime

For weekly overtime, the overtime compensation is 50% on the hourly wage for the first 8 hours and 100% on the hourly wage for any subsequent hours.

Weekly overtime refers to work that has been performed more than 40 hours per week, without exceeding the daily regular working hours.

If Easter Day, Ascension Day, May Day, Midsummer's Day, Independence Day,
Christmas days, New Year's Day and Epiphany cause a reduction of working hours as agreed separately, the hours exceeding the agreed weekly working hours during the week in which the reduction falls will be paid in accordance with what has been agreed regarding weekly overtime.

If the employee is unable to work due to the annual holiday, illness, accident, lay-off due to economic or production-related causes, travel at the employer's request or reserve training, this kind of absence days, which would have been the employee's working days, will be considered when calculating the overtime compensation as though the employee would have been working on those days.

Section 31 a Maximum working hours

The adjustment period for the maximum working hours under the Working Hours Act may not be longer than six months.

Section 32 Sunday work

When making the employment contract, the working hours are agreed upon based on the concrete need known at that time. A prior commitment to perform Sunday work based on a need possibly occurring later cannot be requested from an employee. Temporary work performed on Sunday shall be agreed separately for each Sunday.

Section 33 Working week

A working week is considered to commence on Monday at 12:00 midnight.

Section 34 Part-time employees

The employer may employ part-time workers for the weekend as well as part-time workers working during the week. The employer has the right to employ two (2) part-time workers working during the week per each starting ten (10) full-time bakery workers with an employment relationship that is valid until further notice, and at least two (2) more per the following ten (10) full-time workers. A part-time worker working during the week may work without restrictions during the week and during the weekend, in other words, the regular working hours can be placed on any day of the week.

Minute:

If the number of full-time workers decreases, it is only allowed to employ new part-time workers working during the week within the scope of the aforementioned restrictions.

Application guideline:

A worker with an employment relationship that is valid until further notice who works in many different units can only be taken into account in the calculation of one unit and the employer must report this to the shop steward.

If locally agreed, the employer may also employ other workers for working hours shorter than the maximum working hours described above. However, the employer cannot request employees performing the maximum regular working hours referred to in section 24 to transfer to perform reduced working hours.

The hourly pay divisor for the part-time workers is 160.

Application guideline:

If the part-time employee's working hours are agreed to be repeated in equal length on a weekly basis, the employee will be paid a monthly salary, the amount of which is defined based on the length of the employee's weekly working hours compared to the full 40-hour weekly working hours in accordance with the collective agreement.

Section 35 May Day

May Day is a day off without a monthly salary reduction and entitles to a hourly pay for the number of hours that would have been performed on that day if it was a regular working day.

V ANNUAL HOLIDAY

Section 36 Annual holiday

An employee receives annual holiday under the Annual Holidays Act.

It is not allowed to order the annual holiday to start on the employee's day off if this would lead to a reduction of the number of holiday days.

Application guideline:

The contractual supplements (shift, evening, early hours, special circumstances, etc. regular supplements) paid during the holiday credit year are considered when calculating the annual holiday pay in accordance with the provisions of the Annual Holidays Act. The regularly repeated Sunday work supplements are considered similarly.

It is also possible to agree locally on the calculation method in accordance with the established work schedule.

The parties agree that holidays granted during the holiday season and outside the holiday season should not be assigned in a continuous sequence.

Section 37 Dividing the annual holiday

Pursuant to section 30 of the Annual Holidays Act, the unions have agreed as follows concerning the holiday season:

The employer is entitled to allocate the portion of a holiday exceeding 18 holiday days (three weeks) in an uninterrupted period outside the statutory holiday season, if so required for the operations of the company. Before dividing the holiday and assigning the date of the portion of the holiday allocated outside the statutory holiday season referred to herein, the employer must negotiate with the employee in question.

With respect to the statutory holiday that is thus allocated outside the holiday season, a holiday bonus – unless it is granted at one and half times – equal to 50% of the annual holiday pay of the portion of the holiday in question is paid, in addition to what is otherwise agreed concerning the holiday bonus.

However, the arrangement referred to above cannot be applied to employees who, by the end (31 March) of the holiday credit year, have been in the employ of the same employer for at least 10 years.

Minute:

> *An employee whose employment relationship has lasted by the end (31 March) of the holiday credit year continuously at least 10 years and who has agreed with the employer on transferring a portion of 24 holiday days in the holiday season outside the holiday season is granted two holiday days that are agreed to be transferred in this way as doubled, at a time determined by the employer, or a holiday bonus equal to 100% of the annual holiday pay for the two holiday days in question transferred in this way, in addition to what is otherwise agreed concerning the holiday bonus.*

Application guideline:

> *According to the holiday postponing provision, the employer has the right, when it is necessary for the company's operations, to grant a part of the holiday days exceeding 18 days (3 weeks) as a continuous holiday period outside the statutory holiday period.*
>
> *Part of the annual holiday may be given outside the statutory holiday period if this is necessary for the company's operations. It is necessary, for example, when the holiday season coincides with the production peak season and this would lead to substantive difficulties in maintaining the increased*

production and these difficulties cannot be eliminated, for example, by using temporary employees.

The conditions for the transfer of the holiday are not fulfilled when

- the season is a low season, during which it would be "convenient" to grant annual holiday or

- the work and production volumes are not increased during the statutory holiday season but the difficulties in the work arrangements are solely due to employees being on annual holiday.

Granting a portion of the annual holiday outside the statutory holiday season and the timing of the holiday must be negotiated with the employee. According to section 22 of the Annual Holidays Act, before determining the timing of the holiday, the employer must grant the employee or their representative an opportunity to express their views on the matter. The timing of the annual holiday must be notified to the employee, if possible, one month or at least two weeks before the start of the holiday or part thereof.

If the employer exercises its above-mentioned right to transfer the annual holiday, an additional compensation is agreed to be paid to the employee. The additional compensation is either monetary compensation or timely compensation. If a monetary compensation is used, the employee is entitled to receive a separate 50% holiday bonus, in addition to the holiday pay paid for the said portion of the holiday. If a timely compensation is used, the employee receives the transferred portion of the annual holiday granted at one and half times. The employer has no right to exercise its above-mentioned right to transfer the annual holiday of an employee whose employment relationship has lasted by the end (31 March) of the holiday credit year at least 10 years. If, in accordance with the minute, a holiday of an employee whose employment relationship has lasted at least 10 years is transferred outside the holiday season, the unions recommend not to place employees in an unequal situation unjustifiably.

When granting four winter holiday days based on this contractual provision, it is recommended that the winter holidays days mainly include four working days.

Section 38 Holiday bonus

The employee is paid a holiday bonus equal to 50% of their statutory annual holiday pay.

Half of the holiday bonus is paid in conjunction with the annual holiday pay. The other half is paid in conjunction with payment of the employee's wages for the first day of work following the annual holiday or in conjunction with the payment that would have taken place had the employee not been unable to return to work.

Holiday bonus is also paid in conjunction with any holiday compensation when employment is discontinued during a holiday season for other reason than that for which the employee is responsible. The termination of a fixed-term employment contract is not considered a reason for which the employee is responsible.

An employee retiring on old age, disability, early old age or individual early retirement pensions is paid a holiday bonus on the annual holiday pay and any annual holiday compensation to which they are entitled.

An employee returning to work after active military service as referred to in the Act on the Continuation of the Employment and Civil Service Contracts of Persons Fulfilling for National Defence Service (8 May 2009/305) is entitled to a holiday bonus on the holiday compensation they were paid upon entering the military service.

The payment of a holiday bonus can also be agreed differently.

An exchange of the holiday bonus for corresponding paid leave may be agreed upon.

Application guidelines:

1. The first chapter of the provision states: "Half of the holiday bonus is paid in conjunction with paying annual holiday pay. The other half is paid in conjunction with the payment of the employee's wages for the first day of work following the annual holiday or in conjunction with the payment that would have taken place had the employee not been unable to return to work."

- This means that in order to receive the first part of the holiday bonus, an employee must be employed on the first working day following the annual holiday.

2. Chapter 3 of the subsection states: "The holiday bonus is also paid in conjunction with any holiday compensation when employment is discontinued during a holiday season for other reason than that for which the employee is responsible." The provision must be interpreted as follows:

- The holiday bonus is paid on the holiday compensation of the holiday credit year preceding the final, interrupted holiday credit year, not on the interrupted holiday credit year.

- A retiring employee, as referred to in chapter 4 of the subsection, is also paid a holiday bonus on the holiday compensation of a holiday credit year that may have been interrupted.

- The latter part of the holiday bonus is also paid to an employee whose employment is discontinued by the employer during the holiday season for other reason than that for which the employee is responsible. If the employee has not been allocated annual holiday before such termination of employment, the employee is paid full holiday bonus.

VI OCCUPATIONAL SAFETY

Section 39 Protective clothing

The parties agree that in cases, in which the employer has no statutory obligation to provide protective clothing or equipment but in which the use of protective clothing or equipment is jointly found to essentially enhance working conditions and reduce occupational accidents, the employer shall compensate the acquisition and maintenance costs of the protective equipment if the company's occupational safety delegate has unanimously established the necessity of the protective equipment based on expert statements, occupational accident and occupational disease statistics or other equivalent grounds. In cases of doubt, the matter may be submitted to the Occupational Safety Committee for clarification and investigation.

Section 40 Occupational safety

1. When dangerous chemicals, solvents and other substances that may risk an employee's health are used,
the employer must inform the employee of the potential health hazard caused by the substance and ensure that appropriate protective measures are taken.

The parties consider it desirable that the expertise of the Finnish Institute of Occupational Health shall be utilised when a reason to inspect the impact of dust, heat or other impurities on the working conditions of an employee at workplaces under this agreement arises.

2. An employee’s refusal to carry out work for which the safety devices required by the authorities have not been provided will not be considered a refusal to work in violation of the collective agreement.

3. Furthermore, provisions of the general agreement between the unions regarding occupational protection shall be applied.

VII TRADE UNION
Section 41 Shop steward

The employees of each workplace are entitled to elect a shop steward among them to act as the party authorised by them in interpreting this collective agreement and other matters regarding the employee and employer.

Minute:

When a new employee starts work, an employer representative must briefly explain the relevant labour organisations and bargaining relationships, who the employee's chief shop steward is and when and where the chief shop steward can be reached.

The unions also recommend that the companies, in which it is necessary and appropriate when taking into consideration the size and other conditions in the workplace, arrange an introduction event to present the company and its working conditions to a new employee explaining the organisation of the company, collective agreement negotiating procedure as well as other matters related to the occupational safety, social issues, matters included in the operations of social partner organisations and other matters related to the employment relationship. The chief shop steward and occupational health

and safety representative of the company must also be offered an opportunity to explain the above-mentioned issues in these events.

The employer compensates for the loss of earnings of the shop steward incurred by local negotiations with the employer or otherwise acting under a mandate of the employer.

A worker acting as a shop steward may not, for this purpose, be transferred to a lower-paid job than they had when they were elected as a shop steward, and they may not be dismissed from work for this purpose.

The election of the shop steward must be notified in writing to the employer.

The employee acting as the shop steward will receive a prior notification on the termination of an employment relationship three weeks before the termination, if the employment relationship has lasted at least one year and four weeks before the termination if the employment relationship has lasted five years. The grounds for the termination is entered in the prior notification delivered to the shop steward. Information on the prior notification delivered to the chief shop steward will also be provided to the trade union branch that has elected the chief shop steward. Information on the prior notification delivered to the shop steward is provided to the chief shop steward.

The shop steward and chief shop steward take care of their shop steward tasks mainly outside the actual working hours. If they perform the employer’s assignments outside the actual working hours, they will be paid overtime compensation for the time lost. In bakeries with more than 10 employees, the chief shop steward receives the following compensation and is granted time off as follows:

Time off work, compensation

Number of employees	Time-off hours/ week	Compensation, EUR/month	Compensation, EUR/month
		Until 31 May 2023	**As of 1 June 2023**
10–20	-	59	65
21–50	4	83	92
51–100	8	88	97
101–200	14	96	106
201–300	20	106	117
301–380	28	119	131
381–420	34	128	141
421 or over	entirely free	143	158

The time-off and compensation of the chief shop steward is determined on the basis of the average number of employees on the last day of August and February of the previous year. If there are significant deviations in the number of employees at times specified above, these grounds for calculation can be derogated by jointly negotiating.

If a longer time off has been agreed locally for the chief shop steward, it shall not be changed.

Minutes entry 1:

For the purpose of carrying out their duties, chief shop stewards are entitled to receive information after the completion of ETL's pay statistics and in confidence on the following:

1) new employees
- *name*
- *department*
- *pay category*

2) resigned employees

3) information on monthly salaries
- *by pay category*
- *separately for men and women*

A chief shop steward is not entitled to receive information on average wages for employee groups of fewer than six employees.

Minute 2:

Furthermore, what has been agreed between the unions in the ETL's/SEL's General agreement 2003 shall be applied to the shop stewards.

Minute 3:

The chief shop steward has the right, upon request, to get a copy or other written account of a list of the amount of emergency and overtime work every quarter-year, maintained in accordance with the Working Hours Act.

A copy or other written account of the list will be provided at two-month intervals if separately requested.

Application guideline:

The compensation paid for the chief shop steward is paid to the deputy chief shop steward standing in and performing the tasks of the chief shop steward for the duration of the chief shop steward's annual holiday or other similar absence when an appropriate notification on the deputy chief shop steward has been submitted to the employer.

The basis for the chief shop steward's time off and compensation is the number of employees under the collective agreement regarding bakery workers at the said workplace.

Section 42 Occupational health and safety representative

The occupational health and safety representative is compensated for loss of earnings from carrying out their occupational health and safety duties during working hours. In addition, they are compensated as follows according to the number of employees they represent each month:

Number of employees	Until 31 May 2023 Compensation, EUR/month	As of 1 June 2023 Compensation, EUR/month
10–20	59	65
21–50	83	92
51–100	88	97
101–200	96	106
201–300	106	117
301–380	119	131
381–420	128	141
421 or over	143	158

1. The amount of time-off hours for the occupational health and safety representative work is calculated by using confirmed multipliers specific to each sector.

2. The time-off and compensation of the occupational health and safety representative is determined on the basis of the average number of employees on the last day of August and February of the previous year. If there are significant deviations in the number of employees at times specified above, these grounds for calculation can be derogated by jointly negotiating.

Section 43 Workplace visits

It is prohibited to bring people other than those employed by the bakery plant to the bakery plant area without a separate permission received for the given case from the management of the bakery plant.

The officials of the Finnish Food Workers' Union SEL will be provided with an opportunity to visit the industrial plants covered by this collective agreement with the representative of the employer and a shop steward or occupational health and safety representative who represent the employees of the plant after having agreed on the matter with plant management.

Section 44 Holding meetings at work

Registered chapters of the Finnish Food Workers' Union SEL, which is a party to this collective agreement, and their workplace branches, shops or other such entities have the opportunity to organise meetings on

issues concerning the employment matters of the workplace outside working hours (before the start of working hours, during meal breaks or immediately after working hours or, by separate agreement, during weekly free time) under the following conditions:

1. Agreement must be made with the employer on meetings to be held at the workplace or at another location referred to in this section three days before the intended meeting, when possible.

2. The employer will assign a place for the meeting that is at the workplace or a suitable location in its vicinity that is controlled by the employer. If this is not the case, the matter must be negotiated, if necessary, in order to find an appropriate solution. The place of meeting must be chosen so that, for example, compliance with provisions concerning occupational safety and hygiene and fire safety is possible and that the meeting will not disrupt business or production.

3. The organisation and organisers who booked the meeting premises are responsible for conduct and order at the meeting and for tidying the premises. The organisation’s elected representatives must be present at the meeting.

4. The organisers of the meeting are entitled to invite representatives of unions that are party to the collective agreement and their chapters and relevant central organisations to attend the meeting.

Section 45 Notice board

The employer shall arrange a notice board for the notices and communications of the employees and their organisations at each workplace. The employees are obliged to take care of the cleanliness and order of the board.

Section 46 Collection of trade union membership fees

The employer unions recommend that the trade union membership fees be collected in accordance with the so-called Liinamaa I agreement.

The employer must notify the relevant chief shop steward of the ending of the employment of an employee who has signed a membership collection agreement by using the notice-of-termination form.

Section 47 Training

Employees will be provided with the opportunity to participate in courses arranged by the Central Organisation of Finnish Trade Unions (SAK) and its member unions without the risk of their employment being terminated, as long as this does not cause major impediment to the company's production or other activities. In the case of a course lasting for no more than a week, the notification will be made no less than two weeks prior to the start of the course, and in the case of longer courses, at least six weeks in advance.

Participation in a course up to the one month limit, will not result in a reduction in annual leave right or other corresponding benefits based on the employment relationship.

Section 48 Dispute resolution

Should any dispute concerning the content of this agreement or other agreements signed by the parties or minutes, interpretation or application of the provisions arise, which cannot be resolved by negotiations between the persons concerned, the matter shall be referred to be resolved by the parties.

When either of the parties proposes negotiations in a case referred to in this section, said negotiations must begin at the earliest opportunity and no later than two weeks after the proposal.

Minutes entry 1:

When results are not reached through local negotiations and a local party has announced that it wishes to submit a matter to the unions for resolution, a memorandum must be drawn up, both parties must sign it and it must briefly state the matter subject to disagreement and both parties' opinion. Both local parties must be provided with a copy of the memorandum.

If a dispute is submitted to the unions for resolution, the general principle is that, in the case of notice or termination of employment, the unions must agree on the start of negotiations within two weeks, and, in other cases, within four weeks of receiving information of the memorandum.

Minute 2:

If an agreement on the matters mentioned in chapter 1 above cannot be reached by the parties, the matters can be referred to the Labour Court for settlement.

VIII INDUSTRIAL PEACE

Section 49 Industrial peace

All industrial actions directed at this collective agreement as a whole or some individual provision of it are prohibited.

Section 50 Validity of the agreement

The collective agreement is valid on 31 January 2025. The validity of the agreement will then be extended one year at a time unless terminated by either party in writing at least one month prior to the end of the agreement period.

Any termination notwithstanding, the provisions of the collective agreement will remain in force until it is mutually stated that the negotiations on a new agreement have ended or one party notifies the other in writing that it deems the negotiations ended.

Helsinki, 13 February 2023

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

PAY CATEGORIES OF THE MAINTENANCE DEPARTMENT EMPLOYEES

Pay category 1

Simple maintenance duties

Trainees
Apprentice in a job in pay category 4 for 12 months

Pay category 2

Maintenance duties

Apprentice in a job in pay category 4 for 12 months
Employee assisting a skilled worker
Outdoor worker
Employee who has completed a three-year course in vocational education and training in a job for 6 months

Pay category 3

Demanding maintenance duties

Apprentice in a job in pay category 4 for 2 years
Employee assisting a skilled worker with diverse duties after 6 months
Caretaker
Heating supervisors (when working exclusively in this role)
Outdoor workers with diverse duties after 6 months
Employee who has completed a three-year course in vocational education and training in a job for 2 years

Pay category 4

Skilled work

Caretaker and heating supervisor who performs a variety of maintenance duties, over 5 years in the job
Skilled worker capable of independent work, over 4 years in the job

Multiple task skills supplement and job difficulty supplement

Employees will be paid supplements based on pay criteria as agreed separately in accordance with what is stated below:

1 A given employee has the skills required in a number of basic occupations allocated in the maintenance departments' pay category 4 and is prepared and willing to transfer to other duties so that their versatile skills can be used in practice. In this case, the minimum pay of employees with multiple task skills will exceed the standard rate of pay in pay category 4 by no less than 1-7%.

2 A given employee undertakes mountings, repairs, tune-ups and servicing concerning complex machinery and equipment requiring special familiarisation and professional competence. In this case, the minimum pay will exceed the standard rate of pay in pay category 4 by no less than 5–20%. Particular training will be understood as training provided by the employer or an equipment supplier, for example.

Commencement of validity of multiple task skills supplement and job difficulty supplement

The agreed-upon supplements will be effective as of the beginning of the first pay period that follows the making of this agreement.

Circumstances supplements

Circumstances supplements are agreed on locally.

Vocational education and training, employment-related and other such courses

Vocational, employment-related and other such courses and working in a closely related job. The time accepted as work experience for pay category definition purposes will be agreed on locally. However, in any case the employees are required to have worked in pay category 3 for at least a year.

Standard monthly salaries in maintenance departments

Rates of pay valid until 31 May 2023:

Pay category	Helsinki region* EUR	I cost category EUR
1	2,021	1,925
2	2,234	2,128
3	2,364	2,251
4	2,607	2,483

Rates of pay valid as of 1 June 2023:

Pay category	Helsinki region* EUR	I cost category EUR
1	2,092	1,992
2	2,312	2,202
3	2,447	2,330
4	2,699	2,570

Rates of pay valid on 1 April 2024:

Pay category	Helsinki region* EUR	I cost category EUR
1	2,140	2,038
2	2,366	2,253
3	2,503	2,384
4	2,760	2,629

*Helsinki, Espoo, Vantaa, Kauniainen

ETTL/SEL **14.3.1989**

DISCUSSION MEMO OF MAINTENANCE DEPTS' PAY CATEGORIES COMMITTEE

1. The principles for determining multiple tasks skills supplements and job difficulty supplements will be agreed on locally.

2. The above supplements as agreed may not be reduced in the context of pay increases.

   This component of pay, exceeding what has been agreed on, is considered "room to manoeuvre".

3. The fourth pay category will correspond with the job requirement level of the previous pay category 5 of the metalworkers' union.

4. Application of multiple task skills supplements and job difficulty supplements

   - The employee is responsible for presenting reasons for the requested payment of supplements

   - The employer is responsible for determining whether the employee is entitled for the requested supplements

   - The agreed-upon personal supplement will be effective as of the beginning of the first payment period that follows the presentation

   - The percentage-based supplements mentioned above in items 1 and 2 may overlap

5. The locally agreed circumstance supplements only refer to circumstances that clearly differ from normal

6. The former pay criteria will expire upon the new system's introduction.

AGREEMENT ON THE REDUCTION OF WORKING HOURS IN THE BAKERY INDUSTRY 2003

1. SCOPE OF APPLICATION

The reduction of working hours concerns working hour arrangements with 40 regular hours of work per week. Such arrangements normally include day work, two-shift work and continuous one- or two-shift work.

Minute:

An employee whose regular working hours are at least 37.5 hours per week accumulates leave in the form of reduced working hours based on their actual hours worked. The above does not apply to an employee who already receives imputed additional time-off (the so-called Pekkasvapaa).

It is also provided that the employee must also receive annual holiday of not more than 30 weekdays and their annual working hours may otherwise only be reduced by Church holidays, Midsummer’s Eve, Independence Day, Christmas Eve, New Year's Day and May day.

Contractual extensions of holidays are not considered annual holiday in excess of the 30 weekdays referred to herein or under chapter 2 of section 2.

See section 11 of the Protocol of Signature (part-time pension, pay supplement, part-time childcare leave, part-time disability pension, part-time workers’ compensation pension, etc.).

2. IMPLEMENTING THE REDUCTION OF WORKING HOURS

The annual working hours of employees who come under a working-hours reduction scheme is reduced by 100 as explained below.

Annual holidays other than those referred to in section 1 that reduce annual working hours and are contractual or based on practice or regularly occurring additional annual days of leave are deducted from the amount reduced.

3. ACCUMULATION OF TIME OFF

An employee accumulates time off in the course of the calendar year on regular days of work under the working hour arrangements referred to in section 1 as follows:

at least	17	working days	1	day off		
"	34	"	2	days off		
"	51	"	3	"		
"	68	"	4	"		
"	85	"	5	"		
"	102	"	6	"		
"	119	"	7	"		
"	136	"	8	"		
"	153	"	9	" or 8 days off and		8 hours
"	170	"	10	" " 8 "	"	16 hours
"	187	"	11	" " 8 "	"	24 hours
"	210	"	12,5	" " 8 "	"	36 hours

The following are considered time at work:

- Days of work complying with the working hours system that coincide with an employee’s illness or quarantine, as in section 20 of the Infectious Diseases Act, on which the employer pays sick pay

- Any training time paid for at least partially by the employer to the extent that the employer compensates loss of earnings

- Time spent on meetings of local municipal councils and boards and committees or permanent bodies established by them

- Time spent on the meetings of the Congress of the Finnish Food Workers’ Union SEL, its Council or Executive Committee

- The employee’s wedding and 50th and 60th anniversaries

- Funerals of close relatives, related funeral arrangements and possible travel time to the funeral

- Extensions of annual holiday

- Child-birth leave for a period of 42 days

- Leave to care for or arrange for the care of a child under 10 year of age

- Military call-up and reserve training

- Lay-offs, maximum 30 days per annum

- Working-hours reduction in accordance with this agreement
The above is considered time at work insofar as it comprises regular working hours under a working hours system.

A day off that was known in advance and granted under another provision of the collective agreement may not be assigned as a day off.

4. GRANTING TIME OFF

The leave accumulated during a calendar year must be granted to an employee by the end of April the following year unless otherwise is locally agreed. The leave will be granted at a time determined by the employer. A notification of granted leave will be made at least one week in advance, unless otherwise is locally agreed.

The leave is granted as follows:

Reducing 8 full shifts and 36 weekly working hours, unless otherwise is agreed between the employer and the employee. When granting leave for one shift, it is considered to last 8 hours, unless otherwise is agreed.

Leave should primarily be granted by agreement. Temporary absences agreed on at the employee’s initiative will be considered reduction of working hours unless otherwise is agreed.

If employment is terminated but accumulated leave has not yet been granted, the employee will be paid wages corresponding to the accumulated time off on the basis of average hourly earnings.

If an employee has received excess leave at the time of the termination of employment, the employer may withdraw the corresponding sum from the payoff.

5. LEVEL OF EARNINGS

A salaried employee will be compensated for their loss of earnings by paying them their full salary. Compensation for early morning hours is not paid for leave resulting from the reduction of working hours.

6. WEEKLY OVERTIME

When calculating weekly overtime, hours granted as time-off under this agreement will be considered as a reduction in regular working hours of the week in question. When working hours are reduced by reducing the weekly working hours, the working hours exceeding the reduced hours will be compensated as overtime.

7. ANNUAL HOLIDAY

The days off referred to under section 3 above will be considered as days at work under section 3 of the Annual Holidays Act when granting annual holiday.

8. 35 HOURS' WEEKLY WORKING HOURS SYSTEM

The unions recommend that a 35-hour weekly working hours system, in accordance with the rates of pay under the collective agreement, be agreed in the bakeries when it is jointly deemed appropriate by the employer and employee representative.

9. A PART-TIME EMPLOYEE BECOMES TEMPORARILY A FULL-TIME EMPLOYEE

When a part-time employee becomes temporarily a full-time employee performing 40/at least 37.5 working hours per week, the employee will be covered by this agreement when the employee has continuously worked 40/at least 37.5 hours per week for at least four weeks.

Application guideline:

After the four weeks, the agreement on the reduction of working hours shall be applied to the employee as of the date when the employee started to work 40/at least 37.5 hours per week.

10. QUESTIONS CONCERNING THE REDUCTION OF WORKING HOURS

Cases where the employer and employee may have agreed to substitute no more than half of the leave for reduced working hours with monetary compensation based on a simple hourly pay, with the amount of leave for reduced working hours remaining at 100 hours, may be submitted by a shop steward to the unions' working hours team for resolution. Shop stewards must be provided with such agreements for information.

11. VALIDITY

This agreement will be applied as a part of the collective agreement.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

AGREEMENT ON REDUCING WORKING HOURS IN DISCONTINUOUS THREE-SHIFT WORK 2003

Section 1 It was agreed that regular working hours are reduced in discontinuous three-shift work so that the regular working hours are 35.8 hours per week on average. Working hours reduction also concerns discontinuous three-shift work that is done only during a part of the calendar year. The provisions of these minute will also be observed in these cases, where applicable.

Minute:

The provisions of the minutes will be applied to a person who works morning, evening and night shifts without interruption in discontinuous three-shift work.

Section 2 The working hours are reduced by granting leave so that the working hours must average 35.8 hours per week within a period of no more than a calendar year or during the period of discontinuous three-shift work

In the latter case, the averaging of working hours can also be compensated by paying a wage based on average hourly pay or granting a corresponging leave immediately following a period of discontinuous three-shift work.

The annual working hours in discontinuous three-shift work are calculated by multiplying the working weeks with 35.8 hours.

Section 3 A working hours system must be drawn up in advance for the work, covering at least the period when the weekly hours of work average 35.8.

Minute:

The regular working hours referred to in the collective agreement may not be extended when discontinuous three-

shift work is done for short periods that include midweek holidays.

Minute:

1. The parties state that it is not always possible to prepare a detailed working hours system, for example, in the dairy processing industry, while the seasonal fluctuations require performance of discontinuous three-shift work. However, the duration of the discontinuous three-shift work period shall be reported at least in two-week periods.
2. In the cases referred to hereinabove, the balancing leave is granted as continuous leave, unless otherwise agreed.

Regular daily working hours may not exceed 8 hours a day.

Section 4 A salaried employee will be compensated for their loss of earnings by paying them their full salary.

Section 5 Days off in accordance with the working hours system are regarded as equivalent to days at work when defining annual holidays, although ordinary holidays of day workers included in the relevant calendar month will be deducted from the days off.

Section 6 In discontinuous three-shift work, work exceeding the weekly working hours according to the working hours system shall be compensated as agreed on weekly overtime in the collective agreement.

Minute:

In discontinuous three-shift work, the hourly pay divider of the monthly salary is 156.

Section 7 In the case of a transfer from a working hour arrangement referred to in this agreement to another arrangement and the termination of employment, agreement must be made on the compensation of earned leave that has not been taken either by granting comparable leave or paying a wage based on average hourly pay.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

AGREEMENT ON REDUCING WORKING HOURS IN CONTINUOUS THREE-SHIFT WORK 2003

Section 1 Working hours and scope

It was agreed that the regular working hours are reduced in continuous three-shift work so that the working hours are 34.6 hours per week on average. Working hours reduction also concerns continuous three-shift work which is done only during a part of the calendar year. The provisions of these minutes will also be observed in such work, where applicable.

Minute:

These minutes are applied to an employee who works morning, evening and night shifts without interruption in continuous three-shift work.

Section 2 Averaging of working hours

Working hours must average 34.6 hours per week during a period no longer than a year or within a period of continuous three-shift work.

In the latter case, the averaging of working hours can also be compensated by paying a wage based on average hourly pay or granting leave immediately following a period of continuous three-shift work.

A working hours system must be drawn up in advance for the work for at least the period of time during which weekly hours of work average 34.6 hours.

Regular daily working hours may not exceed 8 hours a day.

Minutes entry 1:

Average weekly working hours do not include annual holiday time.

Minute 2:

When continuous three-shift work is done in short periods that include midweek holidays, the working hours of such

periods may not exceed that of other working hour arrangements. When comparing working hours, the accumulation of days of leave in one- and two-shift work must also be taken into account, in addition to midweek holidays.

Minute 3:

1. The unions state that it is not always possible to prepare a detailed working hours system, for example, in the dairy processing industry,
while the seasonal fluctuations require performance of continuous three-shift work. The continuous three-shift work period shall be reported at least in two-week periods.

2. In the cases referred to hereinabove, the balancing leave is granted as continuous leave, unless otherwise agreed.

Section 3 Compensating reduced working hours

A salaried employee will be compensated for their loss of earnings by paying them their full salary.

Section 4 Annual holiday

Under five-shift systems, an employee is granted a continuous period of 22 days of time off between 20 May and 20 September for taking annual holiday.

The days that remain unused of a 24-day holiday as a result of said practice will generally be granted as a single period within the calendar year.

In all shift work systems under this agreement, any holiday part exceeding 24 days will be granted within the calendar year or by the end of April the following year.

Otherwise, the provisions of the Annual Holidays Act will be observed in granting annual holiday and notifying the dates of annual holidays.

Notwithstanding what has been laid down above in this provision, it can be agreed locally that annual holiday will be granted under the Annual Holidays Act.

The unions consider it expedient that annual holidays are placed in the working hours system as early as possible.

Days off based on the working hours system will be considered as days at work for the purpose of determining annual holiday. However, ordinary holidays of day workers included in the relevant calendar month will be deducted from the days off referred to hereinabove.

Section 5 Overtime

In working hour arrangements referred to in this agreement, work exceeding the weekly hours of work under the relevant working hours system are compensated as agreed with respect to weekly overtime in the collective agreement.

Minute:

In continuous three-shift work, the hourly pay divider of the monthly salary is 146.

Section 6 Transfer from a working hours arrangement and termination of employment

In the case of either a transfer from a working hour arrangement referred to in this agreement to another arrangement, or a termination of employment, agreement must be made on the compensation of earned leave that has not been taken either by granting comparable leave or making a monetary compensation based on the average hourly pay.

Section 7 This agreement will be applied as a part of the collective agreement.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

AGREEMENT BETWEEN THE UNIONS ON THE AVERAGE WORKING HOURS IN THE BAKERY INDUSTRY

1. Agreement

The average working hours are agreed upon locally and requires the employee's personal consent. If the company has a shop steward, the matter must be agreed with the shop steward. Deployment of an average working hours system must be reported to the working hours team. If the company does not have an elected shop steward, the working hours team will grant the permission to deploy the working hours system.

Termination of the agreement referred to in this section is agreed upon locally.

The employee has the right to return to the same or similar work after reporting it to the employer. However, a reasonable time for arrangements must be reserved for the employer.

2. Average weekly working hours

The regular weekly working hours are averaged to 36 hours within a period of a maximum of 52 weeks or other shorter agreed period.

The system is based on the 6–12 period so that all weekdays are used. The maximum number of consequent working days is five. However, the regular weekly working hours shall be extended no more than 8 hours of the weekly working hours defined in chapter 1, section 24 of the collective agreement (40 hours).

The aim is to have every other weekend off. It this is impossible, the aim is to have every other weekend off on average. A weekend is Friday, Saturday and Sunday, during which the continuous period of two days off shall be placed. An employee within the scope of this agreement shall be granted at least three weekends off during a six-week period.

In this working hours system, the working hours are averaged to 36 hours per week, due to which this working hour arrangement is not subject to the agreement concerning the reduction of working hours in the bakery industry.

3. Daily working hours

The regular daily working hours defined in chapter 1, section 24 of the collective agreement (8 hours) can be extended, by agreeing with the shop steward, with a maximum of one hour.

4. Working hours adjustment system and work schedule

A working hours adjustment system in accordance with section 34 of the Working Hours Act must be prepared for each period of 6–12 weeks (adjustment period). A plan for using the accumulated free time must also be entered in the working hours adjustment system. The work schedule must be provided in accordance with section 35 of the Working Hours Act.

5. Daily and weekly overtime

Work that exceeds the number of working hours in accordance with the work schedule is deemed as daily overtime. Work that exceeds the number of weekly working hours in accordance with the work schedule is deemed as weekly overtime.

6. Level of earnings

A salaried employee will be compensated for their loss of earnings by paying them their full salary.

Compensation for Saturday work and free time is determined based on section 29 of the collective agreement.

7. Monitoring

Deployment of the average working hours shall not preclude the right to claim receivable possibly arising from previous weekly overtime. The working hours team of the unions monitors the deployment of the system in companies and reviews, when possible, the realisation of the above-mentioned issue.

8. Entry into force

The working hours system in accordance with this agreement may enter into force after 1 November 2010.

WORKING TIME MODEL FOR BAKERIES

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL
FINNISH FOOD WORKERS' UNION SEL

Date 6 March 2019
Place Office of the Finnish Food and Drink Industries' Federation
Present Union representatives

Section 1 Background

On 13 October 2016, the Finnish Food and Drink Industries' Federation (ETL) and the Finnish Food Workers' Union (SEL) have, in the Protocol of Signature regarding the renewal of the Collective Agreement for the Bakery Workers, agreed on the establishment of working groups under section 3 for the collective agreement period 1 February 2017–31 January 2021.

Section 2 Outcome of the negotiations

The parties have reached consensus in the Working group on new working time models regarding the working time model below included in the Collective Agreement for the Bakery Workers.

The said working time model may also be used for only a part of the workers and, therefore, does not prevent simultaneous application of the working time provisions set out in the collective agreement (e.g. section 24, paragraph 3) to other workers in the company.

The realisation of the agreed working time model must always be reviewed in two-week adjustment periods. If the working time model is temporarily out of use for at least a week, the working time provisions set out in collective agreement (e.g. section 24, paragraph 3) can be used during this time.

TWO-WEEK ADJUSTMENT PERIOD

It can be agreed locally between the employer and shop steward that section 24 Regular working hours of chapter IV Working hours of the Collective Agreement for the Bakery Workers is applied in deviation from the collective agreement as follows:

- the weekly regular working hours may flex up to three (3) hours from the regular working hours recorded in the work schedule. Therefore, the maximum weekly working hours can be a maximum of 43 hours. The working time must be adjusted to the regular 40 working hours within a two-week adjustment period.

- the daily regular working hours are 8 hours.

- the working week starts on Monday at 12:00 midnight, at the time when also the two-week adjustment periods start and end.

- the employer must, well in advance and no later than a week before the start of the two-week adjustment period, publish a written work schedule which shows the start and end times of the worker's regular working hours.

- a local agreement can be terminated by both parties with the period of notice of one (1) month. The notice of termination of the agreement must be delivered in writing.

Example 1:

In the first week, the worker works normally from Monday to Friday (40 hours). The worker's following shift starts already in the Sunday evening at 9 p.m. and ends in the Monday morning on 5 a.m. In the second week, the worker works normal eight-hour shifts from Tuesday to Friday, which means that the regular working hours in the second week are 37 hours. This way, the working hours average the regular working hours laid down in the collective agreement during the two-week adjustment period.

MON	*TUE*	*WED*	*THU*	*FRI*	*SAT*	*SUN*
8	*8*	*8*	*8*	*8*	*-*	*3*
regular working hours of the week are 43 hours						
MON	*TUE*	*WED*	*THU*	*FRI*	*SAT*	*SUN*
5	*8*	*8*	*8*	*8*	*-*	*-*
regular working hours of the week are 37 hours						

Example 2:

In the first week, the regular working hours recorded in the worker's work schedule are 43 hours. The regular working hours start on Sunday at 9 p.m., but upon the request of the employer, the worker starts to work on Sunday at 6 p.m. In the second week, the regular working hours recorded in the work schedule are 37 hours, but, upon the request of the employer, the worker works an eight-hour shift as overtime on Saturday.

MON	*TUE*	*WED*	*THU*	*FRI*	*SAT*	*SUN*
8	*8*	*8*	*8*	*8*	*-*	*6*
The regular working hours recorded in the work schedule is 43 hours, but the realised working hours are 46 hours, of which 3 hours on Sunday constitute weekly overtime (50%)						
MON	*TUE*	*WED*	*THU*	*FRI*	*SAT*	*SUN*
5	*8*	*8*	*8*	*8*	*8*	*-*
The regular working hours recorded in the work schedule is 37 hours, but the realised working hours are 45 hours, of which 8 hours on Saturday constitute weekly overtime (50%)						

Example 3:

In the first week, the regular working hours recorded in the worker's work schedule are 43 hours so that the Sunday shift should start at 9 p.m. Upon the request of the employer, the worker starts to work on Sunday at 6 p.m. In the second week, the working hours recorded in the worker's work schedule are 40 hours so that the Sunday shift should start at 9 p.m., but the worker starts the Sunday shift at 6 p.m. upon the employer's request.

In this example, the working time recorded in the work schedule is not averaged in accordance with the agreement and the two-week adjustment period working time model is not in use, which means that weekly overtime is accumulated to the worker for both weeks.

MON	*TUE*	*WED*	*THU*	*FRI*	*SAT*	*SUN*
8	*8*	*8*	*8*	*8*	*-*	*6*
The working hours in the work schedule is 43 hours, but the realised working hours are 46 hours. *As the working time model is not in use, all work performed on Sunday is weekly overtime (50%)*						
MON	*TUE*	*WED*	*THU*	*FRI*	*SAT*	*SUN*
5	*8*	*8*	*8*	*8*	*-*	*6*
The working hours in the work schedule are 40 hours, but the realised working hours are 43 hours. *As the working time model is not in use, all work performed on Sunday is weekly overtime (50%)*						

Section 3 Approval of the negotiation outcome

The approval of the negotiation outcome requires the processing and approval of the boards of both parties. Reaching the negotiation outcome is confirmed with the signatures of the parties. After the confirmation of the negotiation outcome, it is immediately applicable.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

AGREEMENT BETWEEN THE UNIONS ON WEEKEND SHIFT WORK 2003

1. Weekend shift work

Weekend shift work means shift work that takes place during a weekend. A weekend can be the period from 10 p.m. on Friday to 10 p.m. on Sunday, for example.

2. Use of weekend shift work

Weekend shift work can be done for a defined period or until further notice.

3. Shift schedule

Regular working hours are 12 hours per shift. Shifts can be arranged as follows, for example:

1st shift

Fri 10 p.m. to Sat 10 a.m.
Sat 10 p.m. to Sun 10 a.m.

2nd shift

Sat 10 a.m. to Sat 10 p.m.
Sun 10 a.m. to Sun 10 p.m.

The regular working hours during a weekend are 24 hours or two 12-hour shifts.

4. Working hours schedule

A working hours schedule will be drawn up for periods during which weekend work is carried out. The period may be fixed or not longer than a calendar year.

5. Basis of pay

The principle is that the basis of pay is the same as that applied to the same work in other working hours arrangements.

6. Payable hours

The hours payable to an employee are calculated as follows:

Basic hours	24 hours (2 x 12)
Compensation after 8 hours	
Saturday	
2 x 50%	1
2 x 100%	2
Sunday	
2 x 50%	1
2 x 100%	2
Sunday work	
12 x 100%	12
Total	42 hours

In this example, the work day begins when employees begin their regular shift.

7. Shift supplements

Shift supplements are paid for 8 hours of weekend shift work as follows, for example:

Evening shift supplement from 2 p.m. to 10 p.m.
Night shift supplement from 10 p.m. to 6 a.m.

8. Overtime Regular daily working hours are 12 hours at weekends. Hence, under law, any work done in excess of 12 hours is daily overtime. Weekly overtime is work done in excess of 40 hours.

9. Midweek holiday

Midweek holiday compensation will be paid under the collective agreement.

10. Sick pay

Sick pay will be paid under the collective agreement.

This means that sick pay will be paid on the periods referred to in the collective agreement, and in the case of weekends, the sum of sick pay will be as it would have been had the employee been at work.

11. Annual holiday

Employees will earn 2 or 2.5 days of holiday on each full leave-earning month under the Annual Holidays Act.

Five weekend shifts within a calendar month will equal a full leave-earning month.

An employee's annual holiday will include free shifts as follows:

Number of annual holiday days	Number of free shifts (12 h)
2 3 4 5	1
6 7 8	2
9 10 11	3
12 13 14	4
15 16 17	5
18	6

19 20	
21 22 23	7
24 25 26	8
27 28 29	9
30	10

Summer holiday will include four consecutive weekends and the winter holiday one weekend, unless otherwise is agreed.

13. Agreement

Weekend shift work will be agreed with the chief shop steward and requires personal consent from the employee.

Termination of the agreement referred to in this section is agreed upon locally.

14. An individual employee's withdrawal from weekend work

The employees are entitled to revert to the same or similar work after having notified their employer. However, the employer must be provided with sufficient time to make arrangements, however.

15. Validity

This agreement between the unions will enter into force on the day the collective agreement is signed and will remain in force as collective agreements.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS’ UNION SEL

Section 5 of the Work in Bakeries Act (5 November 1993/916)

“For work performed between 10 p.m. and 6 a.m., a salary increased by at least 100 per cent must be paid to the employee.

The employer and employee unions, whose scope covers the entire country, have the right to agree otherwise on the salary defined in subsection 1.”

Working Hours Act 9 August 1996/605

Section 46
Provisions to be repealed

This Act repeals following acts and their amendments:
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5) the Bakery Employment Act (302/1961) of June 9, 1961, excluding its section 5 as it stands in the Act (916/1993) of November 5, 1993.

Government proposal for the Working Hours Act and amending section 9 of the Act on the Employment of Household Workers (HE 34/1996) regarding section 46

“Although the Bakery Employment Act would be repealed, the goal of the Government is that the scope of application of the Bakery Employment Act is complied with when applying section 5 that will remain valid.”

Section 1 concerning the **scope of application** of the repealed Bakery Employment Act in Act 5 November 1993/916 states as follows:

“This Act is applied to bakery work carried out based on the employment contract defined in subsection 1, section 1 of the Employment Contracts Act (320/70), which produces goods to be sold as well as packaging and sending of bakery goods in bakeries and bread preparation in a factory or industrial plant as well as preparation of bakery products in other stores, companies or plants.”

ETL/SEL AGREEMENT ON PROTECTION AGAINST DISMISSAL 2003

I GENERAL PROVISIONS

Section 1
General scope of application

This agreement concerns the termination of regular employment contracts for a reason deriving from the employee or pertaining to the person of the employee, the employee's resignation and the procedures to be followed when dismissing or laying off employees for financial or production-related reasons.

The agreement does not concern employment relationships referred to in the Vocational Education and Training Act (630/98).

Application guidelines

The agreement mainly concerns the termination of regular employment contracts for a reason deriving from the employee.
In addition to the case specifically mentioned in section 1, the agreement does not concern the following:

1. Termination of employment contracts pursuant to Chapter 8, sections 1 and 3 of the Employment Contracts Act.

2. Fixed-term employment contracts made pursuant to Chapter 1, section 3, subsection 2 of the Employment Contracts Act.

3. Rescission of employment contracts during the trial period pursuant to Chapter 1, section 4, subsection 4 of the Employment Contracts Act.

4. Termination of employment contracts for financial or production-related reasons pursuant to Chapter 7, sections 3-4 of the Employment Contracts Act.

5. Cases mentioned in Chapter 7, sections 5 and 7-8 of the Employment Contracts Act (business transfer, reorganisation, employer bankruptcy and death).

Disputes on the above cases excluded from this agreement's scope will be handled under the Employment Contracts Act in general courts.

Pursuant to this agreement it can be examined whether a dismissal pursuant to Chapter 7, sections 3-4 of the Employment Contracts Act is factually based on a reason deriving from the employee or pertaining to the person of the employee and whether the employer would have had sufficient grounds to dismiss the employee pursuant to grounds stated in section 2 of the agreement in a situation where the employment contract has been terminated pursuant to Chapter 8, section 1, subsection 1 of the Employment Contracts Act.

The procedural provisions in Chapter 9, sections 1-2 and 4-5 of the Employment Contracts Act apply to the rescission of the employment contract during the trial period.

However, the procedural provisions in chapters I, III and IV of this agreement will be followed also when dismissing or laying off employees for financial or production related reasons.

Section 2
Grounds for termination of employment

The employer is not entitled to terminate an employee's employment contract without proper and pressing grounds in accordance with Chapter 7, sections 1-2 of the Employment Contracts Act.

Application guidelines:

The provision corresponds with Chapter 7, sections 1-2 of the Employment Contracts Act which defines the reasons pertaining to the person of the employee entitling dismissal.

Chapter 7, section 2, subsection 2 of the Employment Contracts Act separately lists reasons that cannot by any means be considered proper or pressing grounds for dismissal.

Proper and pressing grounds shall denote reasons depending on the employee such as neglect of duties, contravention of instructions issued by the employer within

the limits of the employer's right of direction, unfounded absence from work and recklessness at work.

The content of the concept of proper and pressing grounds is further specified by listing examples of cases where termination of employment through dismissal may be acceptable according to the agreement.

When assessing whether the grounds for dismissal are proper and pressing, the severity of neglect of duties or other such breach as pertaining to the employment contract or the law, among other things, will have significance according to the Employment Contracts Act.

When assessing whether the grounds for dismissal pertaining to the person of the employee are proper and pressing, the circumstances of the employer and the employee must be considered in their entirety. This means that the sufficiency of the grounds of dismissal must be assessed by considering as a whole all of the facts relating to the case.

Reasons by which termination of employment is possible under the Employment Contracts Act are also considered grounds for dismissal.

The grounds for terminating an employment contract are described in more detail in the Government proposal justifications (HE 157/2000).

Section 3
Periods of notice

The employer will observe the following periods of notice:

Duration of continuous employment	Period of notice
1. No longer than a year	14 days
2. Over a year but no longer than 4 years	1 month
3. Over 4 years but no longer than 8 years	2 months
4. Over 8 years but no longer than 12 years	4 months

5. Over 12 years	6 months

Employees shall observe the following periods of notice:

Duration of continuous employment	Period of notice
1. No longer than 5 years	14 days
2. Over 5 years	1 month

Application guidelines:

Determining the duration of employment

In calculating the duration of employment for the purpose of determining the period of notice, only the time during which the employee has been in the uninterrupted service of the employer in the same employment relationship is considered. For example, business transfer, maternity leave, parental leave, care leave, military service or study leave do not break the employment relationship.

In addition to considering uninterrupted employment, it is necessary to consider which time lengthens the duration of employment and the consequent period of notice. With respect to military conscripts, only the time during which the employee is in the employer's continuous employment before and after military service under the Conscription Act (1438/2007) is considered to be such time, provided that the employee has returned to work in accordance with the said act. The actual military service time is thus not counted in the duration of employment.

Calculating time periods

Neither labour legislation nor collective agreements feature specific regulation on the calculation of time periods. The provisions concerning the calculation of time periods laid down in the Act on calculating regulated time periods (150/30) will be followed when calculating established time periods relating to employment relationships, such as the period of notice. Unless otherwise agreed, the following rules will be observed in the calculation of time periods included in the agreement on protection against dismissal:

1. If the specified time period is a given number of days after a certain day, the day on which the measure in question is performed will not be considered to be included in the time period.

Example 1

If the employer lays off an employee applying a 14-day lay-off notice period on 1 March, the first lay-off day will be 16 March.

2. A period of time specified in weeks, months or years after a given date, will end on that day of the specified week or month which, by its name or ordinal number, corresponds with the said date. If the month during which the specified time period would end does not feature a date corresponding with the end of the time period, the last day of that month will be considered the time period end date.

Example 2

If the employer, on 30 July, dismisses an employee whose employment has continued uninterruptedly for over 4 years but no more than 8 years and whose period of notice therefore is 2 months, the last day of the employment will be 30 September. If the dismissal of the said employee takes place on 31 July, the last day of the employment will be 30 September, since September does not have a date corresponding with the dismissal date.

Even if the exact date or the final date of the time period in the case of dismissal falls on a Sunday or public holiday, Independence Day, May Day, Christmas Eve or Midsummer Eve or a Saturday, the day in question will still be the employment end date.

Expiry of period of notice and fixed-term employment contract

In cases where a given employee's employment contract has been terminated due to financial and production-related reasons and there is still work available after the expiry of the period of notice, a fixed-term employment contract concerning the performing of the remaining work can be made with the employee.

Section 4
Failure to observe the period of notice

An employer who fails to observe the period of notice when terminating an employment contract must compensate the employee by paying full salary for a term corresponding with the period of notice.

Correspondingly, an employee who fails to observe the period of notice must pay the employer a one-off compensation corresponding with the pay for the period of notice. The employer may withhold this amount from the final pay payable to the employee, following the provisions concerning the restrictions of the employer's set-off rights in Chapter 2, section 17 of the Employment Contracts Act.

If the failure to observe only concerns part of the notice period, the compensation liability will be limited to correspond with the pay for the part of the period of notice that was not observed.

Application guidelines:

Breaches intended in the agreement clause refer to neglect by one contracting party. In these cases, pay will always be calculated in accordance with the sick pay provisions of the industry-specific collective agreement.

In this context, such cases where employees are without work during their employment have not been addressed. In such cases, industry-specific collective agreement provisions or practices will be applied.

Section 5
Resignation and dismissal notification procedure

Resignation and dismissal notifications must be delivered, respectively, to the employer or a representative thereof, or to the employee in person. If this is not possible, then said notification may be delivered by letter or electronically. The recipient will be deemed to have learned of such notification no later than on the seventh day following the date of dispatch thereof.

If, however, the employee is on annual holiday according to law or agreement, or on a period of leave of no less than two weeks granted in order to achieve an average number of working hours, then termination of the employment contract based on a notification sent by letter or

electronically will be deemed to have been served no sooner than on the day following the end of said period of holiday or leave.

Section 6
Notifying the grounds for dismissal

At the request of an employee, the employer will notify the employee in writing and without delay of the date on which the employment contract ends, and of the grounds for termination or rescission that are known to the employer and constitute the basis for terminating the employment contract.

II DISMISSAL FOR REASONS PERTAINING TO THE EMPLOYEE

Section 7
Scope

In addition to the above, the provisions of this chapter will be observed in the case of dismissals for reasons pertaining to the employee.

Section 8
Effecting termination of employment

The employer will effect the termination of an employment contract within a reasonable time after learning of the grounds for said termination.

Section 9
Hearing the employee

Before effecting the termination of an employment contract, the employer must provide the employee with an opportunity to be heard as regards the grounds of dismissal. During the hearing, the employee is entitled to assistance.

Application guideline

Assistance as referred to above in section 9 can be, for example, the shop steward that is responsible for representing the employee or a colleague of the employee.

Section 10
Court handling

If a dispute concerning termination of employment remains unsolved, the party representing the employer or the employee may transfer the matter for handling by the Labour Court. An application for a summons complying with section 15 of the Labour Court Act (646/74) must be submitted within two years of the employment's end.

Section 11
Arbitration proceedings

Disputes concerning termination of employment can be referred for resolution by arbitrators, in the order prescribed in section 11 of the Labour Court Act (646/74).

Section 12
Compensation for unjustified termination of employment contract

An employer that has dismissed an employee in violation of the grounds for dismissal as specified in section 2 of this agreement will be obliged to pay compensation to the employee for unfounded termination of employment.

Section 13
Amount of compensation

The amount of compensation will be at least 3, and at most 24, months' pay.

In determining the amount of compensation, the following will be considered: estimated duration of period without work and loss of income related thereto, duration of employment, employee age and their possibilities to find work corresponding with their profession or training, employer's procedure in terminating the employment, the reason for employment termination as caused by the employee, general circumstances of the employee and the employer and any other comparable factors.

The amount of daily unemployment allowances paid to the employee must be deducted from the compensation, as provided in Chapter 12, section 3 of the Employment Contracts Act.

The employer cannot be adjudged liable to the compensation intended in this section in addition to or instead of compensation as provided in Chapter 12, section 2 of the Employment Contracts Act.

Application guidelines:

Deduction of daily unemployment allowance concerns the compensation insofar as the compensation is paid to the employee for loss of pay benefits due to unemployment prior to the declaration of the court ruling. The amount of deduction will mostly be 75 per cent of the earnings-related daily unemployment allowance, 80 per cent of the basic daily unemployment allowance and the labour market subsidy in its entirety. The deduction may be smaller than that stated above or can be left unmade altogether, if this is deemed reasonable considering the amount of compensation, the employee's financial and social circumstances and the violation experienced by the employee.

If an agreement is reached in a case concerning the employer's compensation liability for unfounded termination of employment, the agreed-upon compensation must also be deducted as agreed in the previous paragraph.

III PROVISIONS CONCERNING LAY-OFF

Section 14
Lay-off

When laying off employees, a notification period of at least 14 days must be observed, and the lay-off can concern a fixed period or be valid indefinitely.

During the employment relationship, the employer and the employee may agree on the lay-off notification period and the method of effecting lay-offs, when the lay-offs concerned are for a fixed term in cases complying with Chapter 5, section 2, subsection 2 of the Employment Contracts Act.

If the lay-off is effected indefinitely, the employer must notify the employee of work recommencement at least seven days in advance, unless otherwise agreed.

A laid-off employee may accept other work during the lay-off. Chapter 13, section 5 provides for the continuance of the accommodation benefit during the lay-off period.

Application guideline

This agreement does not concern the grounds for lay-off, as these are determined in accordance with the law. The agreement does not limit the duration of lay-off.

Section 15
Advance explanation

The employer must, on the basis of information at its disposal, present the employee with an advance explanation on the reasons for laying off the employee and the estimated extent, manner of implementation, commencement time and duration of the lay-off. If the lay-off concerns more than one employee, this advance explanation may be provided to the shop steward or the employees collectively. The advance explanation must be presented immediately after the employer has become aware of the need for lay-offs. After presenting the advance explanation and before giving the lay-off notification, the employer must provide the concerned employees or the shop steward representing them with an opportunity to be heard as regards the explanation given.

An advance explanation need not be presented if the employer is responsible, for other reasons than those pertaining to the Employment Contracts Act, other agreement or other order binding the employer, for presenting a corresponding explanation or negotiating about the lay-offs with employees or the shop steward.

Section 16
Lay-off notification

The employer must notify the employee of the lay-off in person. If this notification cannot be delivered in person, it may be delivered by letter or electronically, keeping with the notification period determined in accordance with section 14, paragraphs 1-2 above.

The lay-off notification must state the reason for the lay-off as well as the commencement time and duration or estimated duration of the lay-off.

Upon the employee’s request, the employer must provide a written certificate of the lay-off, indicating at least the reason for the lay-off as well as the commencement time and duration or estimated duration of the lay-off.

However, the employer will not have an obligation to notify as intended above in section 14, paragraphs 1-2, if the employer is not subject to an obligation concerning the entire lay-off period to pay the employee due

to other absence from work or if the impediment to work results from cases intended in Chapter 2, section 12, subsection 2 of the Employment Contracts Act.

Exceptions from the time constraints relating to the lay-off notification

In cases intended in Chapter 2, section 12, subsection 2 of the Employment Contracts Act, the employer’s obligation to pay the employees will be determined in accordance with the law. Then the employer will not be obliged to give a separate lay-off notification when payment of earnings to employees ceases.

The agreement also states that a lay-off notification is not needed in cases where the employer "will not be subject to an obligation concerning the entire lay-off period to pay the employee due to other absence from work". The government proposal concerning the Employment Contracts Act gives the following as examples of such absences: family leave, study leave and military service. On the other hand, there is no impediment to giving a lay-off notification also in said cases. If the employee during the lay-off notifies the employer of returning to work earlier than anticipated already before the end of the lay-off, the employer must in any case present the employee with a lay-off notification.

The employer's obligation to compensate in certain exceptional cases

According to the agreement, the lay-off may be for an indefinite period or a fixed term, while the employment remains in force in other respects.

No maximum acceptable duration has been set for indefinite lay-off periods. During the lay-off period, laid-off employees are entitled to resign from their employment without being subject to a period of notice, regardless of employment duration. If the laid-off employees are aware of the lay-off end date, they will not be entitled to resign as indicated in the previous sentence during the seven days that precede the lay-off end date.
If the employer terminates the employment of the laid-off employee to end during the lay-off, the employee will be entitled to receive their pay for the period of notice. The employer may deduct from the pay for the period of notice the pay of 14 days, if the employee has been laid off according to the lay-off notification procedure of over 14 days, in accordance with the law or the agreement. The compensation will be paid in accordance with the payment periods, unless otherwise agreed.

If the employee terminates their employment after being continuously laid off for at least 200 days, they will be entitled to receive as compensation their pay for the period of notice, as agreed in the previous paragraph. This compensation will be paid on the employer’s regular earnings payment date that first follows the termination of employment, unless otherwise agreed.

In cases where an employee dismissed due to lack of work is laid off during the period of notice because of such reason, the employer’s obligation to pay the employee will be determined in accordance with the same principles.

Severance pay eligibility will in these cases be considered to commence on the employment end date.

Exceptional lay-off situations

1. Cancellation of lay-off

If the employer's work availability situation improves during the lay-off notification period, the lay-off can be cancelled with a notification prior to the beginning of the lay-off period. This will nullify the lay-off notification, and any lay-offs to be carried out later must be based on new lay-off notifications.

2. Deferment of lay-off

Improvement of the employer's work availability situation may be temporary in nature. In this case it may not be possible to cancel the lay-off completely, but the lay-off commencement time can be deferred. The lay-off can be deferred this way only once without issuing a new lay-off notification, and the length of deferment in this case may not be longer than that of the newly available work.

> Example:
>
> On 2 April 2001, the employer issued a lay-off notification concerning a lay-off to commence on 17 April 2001, but on 10 April 2001, the employer's work availability improves with new work for 7 days.
>
> Without issuing a new lay-off notification, the employer can defer the lay-off commencement by 7 days, i.e. to commence on 24 April 2001.

3. Interruption of lay-off

The employer may secure temporary work after the lay-off has already begun. Interruption of lay-off – if the lay-off is intended to continue without a new notification immediately after the temporary work has been done – must be based on an agreement between the employer and the employee. Any such agreement should be concluded before the work begins. At the same time the estimated duration of the temporary work must be examined.

The above only concerns the relationship between the employer and the employee and has no bearing on any of the provisions of legislation concerning unemployment security.

Lay-off and shortened working hours

The provisions concerning the lay-off procedure concern both the actual lay-off (complete interruption of working) and changing to shortened working hours collectively. Hence, the provisions of the agreement concerning advance explanation and lay-off notification period will also be observed when changing to a shortened working week, unless otherwise agreed.

Industry-specific collective agreements feature provisions on changing the schedule of working hours. These cases often concern working time arrangements within the working hours complied with in the industry or the company, and are not comparable with a change to shortened working hours.

If the industry-specific collective agreement provides for a notification procedure concerning a change to shortened working hours, such provisions will take precedence over the provisions of this agreement.

Notification of work recommencement

If the lay-off has been effected indefinitely, the employer must notify the employee of work recommencement at least seven days in advance, unless otherwise agreed. The employee will then be entitled to terminate an employment contract made with another employer regardless of its duration, following a notification period of five days.

A notification complying with the above provision need not be made when the employee has been laid off for a fixed term.

Other work during the lay-off period

According to the agreement, a laid-off employee may accept other work during the lay-off.

If the employee has accepted other work for the lay-off period after the lay-off notification was issued but before the employee was informed of a cancellation or deferment of the lay-off, the employee will not be liable to compensate any damage caused to the employer as a result.
In this case, the employer is responsible to return to work as soon as possible.

Accommodation during the lay-off period

In accordance with the agreement, the provisions of Chapter 13, section 5 of the Employment Contracts Act will be observed with regard to the continuance of the accommodation benefit during the lay-off period. According to this provision, the employee will be entitled to use the dwelling provided to the employee as benefit for the duration of the employment interruption due to an acceptable cause such as a lay-off. However, the employer will be entitled to charge consideration from the employee for the use of the dwelling, beginning from the commencement of the second calendar month that follows the end of the employer's obligation to pay the employee.

The maximum amount of consideration to be charged per square metre is the amount confirmed in that municipality as the reasonable maximum housing costs per square metre, in accordance with the Housing Allowance Act (408/75). The employee must be notified of charging the consideration no less than one month before the payment obligation commences.

IV OTHER PROVISIONS

Section 17
Order of personnel reductions

Dismissals and lay-off for reasons not pertaining to the individual employee must, where possible, adhere to a rule whereby the last individuals to be dismissed or laid off shall be the skilled workers who are vital to the operations of the company, and those who have lost part of their working capacity while working for the same employer, and in addition to this rule attention must be paid to length of employment and to the number of dependants of the employee in question.

In disputes concerning the order of personnel reductions, the periods for filing suit as agreed on in section 10 above will be observed.

Application guideline

This provision does not set aside the provisions of the ETL/SEL general agreement made in 2002. Thereby the provisions concerning the protection of employment of special groups as intended in the said agreement and in Chapter 7, section 9 of the Employment Contracts Act will take precedence over the provision in section 17 of this agreement.

Section 18

Notification of dismissals/lay-offs to the shop steward and labour authorities

If the dismissals or lay-offs in question result from financial or production related reasons, the shop steward representing the concerned employees must be notified thereof immediately.
If at least ten employees are affected by this measure, a notification must also be made to the labour authorities, unless the employer has a corresponding obligation based on law.

Section 19
Re-employment

The employer must offer work to an employee who has been dismissed on the grounds provided for in chapter 7, section 3 or section 7 of the Employment Contracts Act and who has been registered as a job seeker at the Employment and Economic Development Office, if, within 4 months of the end of employment of the dismissed employee, the employer needs a labour force for the same or similar tasks that were previously performed by the dismissed employee. However, if the employment relationship has continued uninterruptedly for at least 12 years before the end of the employment relationship, the re-employment period is six months.

Application guidelines:

The employer meets this requirement by inquiring from the local employment office for any dismissed employees registered there as job seekers. The local unemployment office refers to the employment office in whose area of responsibility the work is on offer. After the employer has

turned to the employment office, the employment office will make an order for labour on the basis of this inquiry and determine whether there are any employees intended in section 19 registered as job seekers.

In the same context, it should be investigated whether there are still any such employees registered as unemployed job seekers who, after being laid off for more than 200 days, have resigned pursuant to Chapter 5, section 7, subsection 3 of the Employment Contracts Act.

These job seekers will be reported to the employer, and former employees will be asked to return to the employer's service, in accordance with the usual procedure.

Section 20
Sanction system

In addition to what has been agreed on in section 13, paragraph 4 of the agreement, section 7 of the Collective Agreements Act also provides that the employer cannot be adjudged liable to pay, in addition to the compensation intended in the agreement, a compensatory fine insofar as the matter concerns a breach of obligations that, albeit based on the collective agreement, are essentially the same for which the compensation complying with the agreement has been ordered.

A breach of procedural regulations will not result in a compensatory fine as intended in the Collective Agreements Act. Failure to comply with procedural stipulations shall be considered as a factor increasing the size of any compensation payable when determining the amount of compensation to be awarded for unfounded termination of employment.

In other respects, the sanction system will comply with the practice applied before.

Section 21
Provision regarding entry into force

This agreement is in force indefinitely with a notice period of six months.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

ETL/SEL GENERAL AGREEMENT 2003

CHAPTER 1
GENERAL PROVISIONS

Basic objectives

The Finnish Food and Drink Industries Federation (hereinafter “ETL”) and the Finnish Food Workers’ Union SEL (hereinafter "SEL") will aim, both in their own operation and at workplaces, to build bargaining relationships and promote bargaining activity.

The parties to the agreement will aim to work towards these targets by utilising different forms of co-operation and oversee for their part the agreements made.

Civil rights

Freedom of association is an inviolable civil right. It concerns both employers and employees. Employees will have the right to establish trade union organisations and act within them, and they may not be dismissed or discriminated on account of such participation. Personnel of companies have the right to elect representatives to represent them in matters handled company-internally. The right to elect representatives and the rights and responsibilities of these have been set out in legislation and in this agreement and other agreements. The provisions of these agreements are based on the safety and health, non-discrimination and equal treatment of individual employees.

Negotiations between the parties and requests for statements

When ETL or SEL proposes collective bargaining, this will commence without delay where possible.

The parties may together request a statement from the Confederation of Finnish Industry and Employers (TT) and the Central Organisation of Finnish Trade Unions (SAK) on how to interpret the agreements.

Advance notification on industrial action

The parties to the agreement will notify the other party of their intention to initiate industrial action for political or sympathetic reasons no less

than four days in advance, where possible. Such notifications must indicate the grounds for intended action, the starting time and scope of action. The parties recommend a corresponding notification procedure to their members.

Scope of the agreement

This agreement is applied in ETL member companies considering the constraints mentioned below. For the purposes of this agreement, a workplace is considered to mean a production plant or a similar operating unit of an ETL member company.

Organisational and other changes

If the workplace's level of business activity decreases or increases materially or a business transfer, merger, incorporation or any corresponding organisational change takes place, the co-operation organisation will be adjusted in accordance with the principles of this agreement to correspond with the changed workplace size and structure.

References to legislation

Insofar as this agreement does not stipulate otherwise, the Act on Co-operation within Undertakings (334/2007) and the Act on Occupational health and safety Enforcement and Cooperation on Occupational health and safety at Workplaces (44/2006), which are not part of this agreement, will be observed.

CHAPTER 2
CO-OPERATION AT THE WORKPLACE

Development efforts

Employees and their representatives will, keeping to the principles of this agreement, be able to participate in the development of work organisations, technology, working conditions and work tasks and the implementation related thereto.

In the context of development activity and the application of any new technology as part of it, the aim will be to make the scope of work such that it is interesting and varied and allows personal development and productivity improvement. In this way employees can be provided with opportunities for personal development in their work and can be prepared for new work tasks.

However, the measures performed may not lead to an increase in the employees' overall workload that is disadvantageous to employee health or security.

At suitable intervals, development concerning productivity, production and personnel will be followed jointly at the workplace. The monitoring systems and indicators required will be agreed on locally.

Implementation of co-operation

Co-operation between the employer and employees may be implemented by means of a joint committee of a permanent nature, project teams to be established for carrying out development projects or through talks between the employer and the personnel. In project teams set up to carry out the intended development, the company and its employees will be represented in equal terms. Employees will nominate their own representatives primarily from amongst employees at the targeted site of development.

Unless otherwise agreed, a joint committee complying with the Act on Co-operation within Undertakings will be established in a company or a part thereof when the number of personnel exceeds 200, if all personnel groups want this.

In order to carry out development activities, a local agreement can be made on establishing a co-operation body to handle development-related matters.

This body may replace separate co-operation and occupational health and safety protection committees and any other such committees. The same co-operation body may also be responsible for any actions and plans complying with the Act on Co-operation within Undertakings, the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces, the Occupational Health Care Act (1383/2001) and the Act on Equality between Men and Women (609/1986) in a scope agreed upon locally.

If the employer relies on the services of external consultants in the company's development, the employer must see to that the operation of such consulting companies complies with this agreement.

It is important that the planning and practical implementation of development measures is linked closely to the company's personnel policy, particularly with reference to the intake of new personnel,

promotion of equality between the sexes, internal personnel transfers, training, information provision, labour protection, maintenance of working ability and occupational health care.

Activities to promote working ability

Activities undertaken at the workplaces to maintain and promote working ability are done in collaboration between the line management, human resources, occupational health care and the labour protection organisation. The principles applied in activities to maintain and promote working ability and coping at work will be included in the occupational health and safety programme or the occupational health care's plan of operation. When agreed upon mutually, the above principles can also be included in a development plan or similar prepared at the workplace. The labour protection officer and the labour protection delegate will participate on the preparation and implementation of the plan and the related follow-up.

CHAPTER 3
CO-OPERATION TASKS AND CO-OPERATION ORGANISATIONS

3.1
Provisions concerning shop stewards

Selection

For the purposes of this agreement, a shop steward, unless otherwise stated in the agreement, means the chief shop steward elected by a trade union branch or the shop steward of a corresponding unit. In this agreement, the local branch of a trade union means a branch association of SEL.

Any person elected as the shop steward must be an employee at the workplace in question and familiar with the workplace circumstances as an employee. If only one shop steward is elected for a workplace, this shop steward will be the chief shop steward intended in this agreement.

In addition to electing the chief shop steward, the trade union branch makes a proposal regarding the departments or corresponding units for which a shop steward is to be elected, and this will be agreed on the local level. In this case, it will be ensured that the agreed-upon spheres of activities are purposeful and have such coverage that promotes the handling of matters in accordance with the bargaining system. In estimating the above, the number of employees at the department in question and the shop steward’s opportunities, also with consideration to

shift work, to meet the department's employees will also have to be considered.

The trade union branch will be entitled to carry out the shop steward election at the workplace. If the election is carried out at the workplace, all members of the trade union branch will be provided with an opportunity to participate in the election. Arrangement and implementation of the election will, however, not interfere with work. Election times and places will be agreed upon with the employer no less than 14 days before the election is intended to be carried out. The employer will provide the persons designated by the trade union branch to carry out the election.

Tasks

The shop steward’s main responsibility is to represent the trade union branch in matters concerning the application of the collective agreement. The shop steward represents the trade union branch in matters concerning the application of labour legislation and generally in matters relating to the relationships between the employer and the employees and the development of the company. The shop steward is also expected to contribute to the maintenance and development of bargaining and co-operation between the company and personnel.

Negotiating procedure

In the case of any unclear matters relating to the application of legislation or contracts relating to the employee's pay or employment, the shop steward will be provided with all information relevant to resolving the matters.

Employees will resolve any matters relating to their employment with their supervisors. Where employees fail to resolve such matters directly with their supervisors, they may refer the matters to be resolved in negotiations between the shop steward of the department or corresponding unit and the employer. Any matters that the shop steward fails to resolve this way can be forwarded to the chief shop steward.

Upon mutual request by local representation of the parties, ETL and SEL will be entitled to send their representatives to a dispute negotiation.

If a workplace dispute cannot be resolved locally, the negotiating procedure complying with the collective bargaining agreement will be observed.

If the dispute concerns termination of the employment of a shop steward as intended in this agreement, negotiations both at the local level and between the unions must also be commenced and undertaken immediately after the grounds for termination have been challenged.

3.2
Provisions concerning occupational health and safety

The employer designates an occupational health and safety manager for co-operation in related matters. The employees' right to elect occupational health and safety representatives and vice representatives is based on the Act on occupational safety and health enforcement and appeal in occupational safety and health matters.

Tasks

The occupational health and safety manager is responsible, in addition to any other tasks belonging to the sphere of labour protection co-operation, for arranging, maintaining and developing co-operation in matters relating to occupational health and safety. The occupational health and safety representative’s tasks are determined on the basis of the act and decree on the enforcement of occupational safety and health. Additionally, the occupational health and safety representative will perform any tasks in the sphere of his responsibility on the basis of relevant legislation and agreements. If no other tasks have been agreed on locally, the occupational health and safety ombudsman will be responsible for participating in the handling and implementation related to co-operation in occupational health and safety matters within his sphere of influence and, when necessary, will participate in an inspection or study relating to labour protection within his sphere of influence. In the event of the occupational health and safety representative being prevented to attend to their duties, a vice representative will undertake any tasks belonging to the occupational health and safety representative that cannot be postponed until the actual representative returns to duty.

Occupational health and safety ombudsman

The selection, number, tasks and sphere of operation of occupational health and safety ombudsmen will be agreed upon locally in accordance with the same selection criteria as agreed on in the third paragraph of point 3.1 regarding the election of the shop steward. Additionally, consideration must be paid to occupational health and safety risks and other factors affecting the circumstances. The workplace’s employees will elect the occupational health and safety ombudsman from among

their strength. In the context of agreeing on the election of the occupational health and safety ombudsman, employees may also decide which persons should be entitled to elect the ombudsman.

Committee

The election of other co-operation bodies promoting occupational health and safety and purposeful forms of co-operation will be agreed on locally, with consideration to the type and size of the workplace, the number of employees and the type of their duties and other circumstances. If no other forms of co-operation have been agreed on, an occupational health and safety committee will be established for co-operation in occupational health and safety matters.

Limitation of scope

The provisions concerning occupational health and safety in this collective agreement will apply to companies with at least 20 regular employees. Notwithstanding the above provision, an occupational health and safety representative will be elected when the number of employees is no less than 10.

3.3
Notices

The trade union branch must notify the employer of the elected representatives in writing. With respect to the deputy elected to the chief shop steward, a notification must also be made of the times when the deputy is intended to stand in for the chief shop steward.

The occupational health and safety representative must notify the employer in writing of an instance of a deputy delegate standing in for the labour protection delegate.

The employer will notify the elected representatives of who represents the employer in the negotiations.

CHAPTER 4
PROVISIONS CONCERNING THE STATUS OF SHOP STEWARDS, OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVES, AND OCCUPATIONAL HEALTH AND SAFETY DELEGATES

4.1
Job release and compensation for lost earnings

Exemption

The chief shop steward and the occupational health and safety representative will be exempted from the work duties, temporarily, regularly or completely as necessary. Other shop stewards than the chief shop steward, the occupational health and safety ombudsman and any other persons participating in the co-operation between the company and the personnel as required by this collective agreement will be temporarily exempted from their work as necessary.

When assessing the exemption need, consideration must be given to such matters as the number of employees in the personnel group, the nature of the production and operation of, and the amount of, the tasks.

If the chief shop steward or the occupational health and safety representative are exempted from work for regularly recurring fixed time periods, they must perform related duties primarily during that time. However, when absolutely necessary in order for them to perform related duties, the management must exempt them from their work also at other times that are suitable in view of the actual work. The employer will compensate the loss of earnings for the above time periods to the chief shop steward and the occupational health and safety representative.

Unless otherwise agreed on the exemption from work concerning the occupational health and safety representative, the time consumption of the occupational health and safety representative will be calculated in accordance with industry-specific coefficients valid as of 1 April 1986. However, the exemption from work will always be no less than four hours during four consecutive weeks.

The number of employees relating to the occupational health and safety representative’s exemption from work will be calculated in accordance with the industry’s collective agreement.

More information on the calculation of the occupational health and safety representative's exemption from work is attached hereto.

Compensation for loss of earnings

The employer will compensate the earnings that the personnel representative intended in this collective agreement loses during working hours either in a local negotiation with the employer's representative or when performing other tasks as agreed upon with the employer.

If a shop steward, an occupational health and safety representative, an occupational health and safety ombudsman or a member of the occupational health and safety committee or a corresponding co-operation body performs tasks as agreed with the employer outside their regular working hours, overtime compensation will be paid for the time spent this way or some other additional compensation will be agreed on with them.

In the calculation of loss of earnings, the average hourly pay in compliance with the collective agreement will be used as the basis.

The exemption of a person paid per month will be carried out without reducing the monthly pay.

4.2
Position

Employment

The shop steward, the occupational health and safety representative, the occupational health and safety ombudsman and other personnel representatives will have an equal position in terms of their employment with the employer regardless of whether they have been exempted from work partially or completely. They are responsible for following the general terms of employment, working hours, management orders and any other procedural orders.

Premises

The employer will provide the chief shop steward and the occupational health and safety representative with a purposeful place to retain the materials they need to perform their duties. Where the size of workplace requires special premises to be provided, the employer will provide purposeful premises where said representatives can undergo any discussions necessary for them to perform their duties. The chief shop steward and the occupational health and safety representative will be entitled to use the normal office and other equipment of the enterprise in order to perform their duties.
Normal office equipment shall also include the computer equipment, associated software and Internet connections (e-mail) that are generally used in the enterprise. The practical arrangements shall be agreed locally.

Protection against negative earnings growth and disadvantageous transfers

The opportunities of the chief shop steward and the occupational health and safety representative to develop and advance in their profession may not be weakened due to their representative duties. Whilst performing these duties or on account of these duties, they may not be transferred to a position with lower pay than the one they had when elected to said duties. Similarly, they may not be transferred to do work with a lesser value, if the employer can offer them other work corresponding to their competence. If the actual work of a person elected as the chief shop steward or the occupational health and safety representative impedes them in performing their duties related to their position of trust, then other work must be arranged for them, with consideration to workplace circumstances and their skills. This arrangement may not have a negative effect on their level of earnings. The growth in earnings of the chief shop steward and the occupational health and safety representative must correspond with the general earnings growth in the company.

If an occupational health and safety ombudsman needs to be temporarily transferred to work outside their actual area of operation, the aim must be to avoid causing unreasonable impediment to the performance of their duties as occupational health and safety ombudsman.

Business transfer

The position of chief shop steward or occupational health and safety representative will continue as such regardless of a business transfer, provided that the transferred business or its part remains independent. If the business to be transferred or a part of it becomes non-independent, the chief shop steward or the occupational health and safety representative will be entitled to retroactive protection agreed in section 4.3 of this agreement as of the end of their respective terms where this results from a business transfer.

Maintenance of work skills

After the terms of a chief shop steward or an occupational health and safety representative have ended, they must together with the employer determine whether they need training to maintain and refresh their skills in their previous work or, if relevant, corresponding work. The employer will provide them with any such training as deemed necessary.
When deciding on the scope of such training, attention will be paid to exemption from work, duration of the representation term and any changes in work methods during that time.

4.3
Security of employment

Dismissals on financial and production-related grounds

If the company's workers are dismissed or laid off on financial or production-related grounds, the chief shop steward and the occupational health and safety representative may not be dismissed or laid off, unless the production unit's operation is discontinued in its entirety. However, this rule may be deviated from, when based on mutual agreement with the chief shop steward or the occupational health and safety representative stating that they cannot be provided with work that corresponds with their vocation or is in other respects suitable for them.

Other shop stewards than the chief shop steward can be dismissed or laid off in accordance with Chapter 7, section 10, subsection 2 of the Employment Contracts Act only when the work is discontinued altogether and the employer cannot arrange work for the shop steward that corresponds with their competence or is otherwise suitable for them or arrange for them training for other work as intended in Chapter 7, section 4 of the Employment Contracts Act.

Individual protection

A shop steward or an occupational health and safety representative may not be dismissed due to a reason resulting from them without the consent of a majority of employees they represent, as provided in Chapter 7, section 10, subsection 1 of the Employment Contracts Act.

The employment of a shop steward or an occupational health and safety representative may not be terminated or handled as terminated against the provisions of Chapter 8, sections 1-3 of the Employment Contracts Act. Terminating the employment for a breach of procedural orders may not be done, unless they have at the same time repeatedly or materially and in disregard of being warned failed to comply with their work obligation.

When assessing the grounds for termination of the employment of a shop steward or an occupational health and safety representative, they should not be positioned more unfavourably than other employees.

Candidate protection

The above job security provisions must also be applied to a candidate running for the chief shop steward, placed by the trade union branch and notified to the employer in writing by the same, and a candidate running for the occupational health and safety representative, whose placement has been notified to the occupational health and safety committee or other corresponding co-operation body. However, candidate protection will commence no earlier than three months prior to the commencement of the term of the chief shop steward or occupational health and safety representative for which the candidate runs, and candidate protection will end, if not elected, at the official announcement of election results.

Retroactive protection

Provisions concerning job security must be applied to employees who have acted as chief shop steward or occupational health and safety representative for six months after the end of their term.

Compensation

If the employment of a shop steward or an occupational health and safety representative is terminated in violation of this collective agreement, the employer must pay this person compensation equalling their pay for at least 10 months and at most 30 months. The compensation must be determined in accordance with the criteria laid down in Chapter 12, section 2, subsection 2 of the Employment Contracts Act. To be considered as a factor increasing the compensation is the violation of the rights pertaining to this collective agreement. When the number of employees, including salaried employees, working regularly at a production unit or a corresponding operating unit is 20 or fewer, the abovementioned compensation with respect to the occupational health and safety representative is at least the pay of four months and at most the compensation complying with Chapter 12, section 2, subsection 1 of the Employment Contracts Act.

Compensation for unfounded lay-off as provided by this collective agreement will be determined in accordance with Chapter 12, section 1, subsection 1 of the Employment Contracts Act.

4.4
Deputies

The provisions of this chapter also apply to the deputy chief shop steward and the vice representative of the occupational health and safety representative during the time they act as deputies in accordance with the notification complying with this collective agreement.

If the employer terminates the deputy chief shop steward's employment contract or lays them off when they are not acting as a deputy chief shop steward or do not otherwise have the status of a shop steward, the dismissal or lay-off shall be deemed to have been caused by the worker's position as a shop steward, unless the employer can prove that the measure was caused by another matter.

CHAPTER 5
EMPLOYER’S NOTIFICATION OBLIGATIONS

Information on pay statistics and personnel

Unless otherwise agreed industry-specifically or locally, the chief shop steward will be entitled, in the course of performing their duties, to receive information corresponding with ETL's statistics on the level and structure of pay of the employees they represent immediately upon the completion of the pay statistics, provided that the pay information compiled from the company can be categorised in accordance with the statistics relevant to the industry. However, pay information concerning groups of fewer than six employees will not be given.

If the industry or workplace in question does not have pay statistics in the scope required above, the information to be provided to the chief shop steward will be agreed upon separately.

Additionally, the chief shop steward will be entitled to receive information in writing on the names and pay categories, or corresponding, of the employees within his sphere of influence as well as the time of employment commencement, unless otherwise agreed upon industry-specifically or locally. The information will be provided once a year on employees in the company’s employment at the time. In the case of new workers, the above information shall be provided either separately from each other immediately after the beginning of the employment relationship, or periodically, but at least quarterly.

The chief shop steward has the right to familiarise themselves with the employment salary systems in force in the company in their area of activity, and the rules for determining and calculating the conditions of employment benefits used in different forms of remuneration. The chief shop steward and occupational health and safety representative have the right to receive information about subcontractors operating in their area and the workforce employed by them at the workplace.

Work-hour records

The chief shop steward is entitled to familiarise themselves with the list on emergency and overtime work prepared in accordance with the Working Hours Act (605/96) insofar as the occupational health and safety representative is entitled to it by law.

Confidentiality of information

The chief shop steward will receive the above information confidentially for the purpose of performing their duties.

Regulation

The employer will provide the occupational health and safety representative, the occupational health and safety ombudsman and other occupational health and safety bodies with copies of any acts, decrees and other regulations concerning occupational health and safety as are necessary for the performance of their duties.

Information concerning the company

The employer will present the following to the personnel or representatives thereof:

A report on the company’s financial standing based on and following the adoption of the company’s financial statements.

At least twice during the financial year, a single report on the financial position of the company, showing the prospects for the development of production, employment, profitability, and cost structure of the enterprise.

An annual staffing plan including estimates of anticipated changes in the number, type and status of staff.

Immediately, any material changes to the above information.

In companies with at least 30 regular employees, the company’s financial statements intended in section 11, subsection 2 of the Act on Co-operation within Undertakings will, upon request, be provided to personnel representatives in writing.

In the context of presenting the financial statements, reports on the company’s financial position and personnel plans, it is purposeful to also communicate operating-unit-specific operating results, production

results, production and future outlooks to the personnel or a representative thereof, using indicative key figures as help material.

The general principles or instructions followed in the management of the company’s personnel matters and the company’s operational and personnel organisation will be communicated to the employees at the workplace.

The parties to the agreement recommend that in the context of the information concerning company finances as intended above the general cyclical and financial outlooks of the industry also be reviewed if possible.

Confidentiality obligation

When the company’s employees or personnel representatives have, in accordance with this agreement, received information concerning the employer’s business or trade secrets, such information may only be handled by those employees and personnel representatives whom the matter concerns, unless otherwise agreed upon between the employer and those entitled to receive the information. When notifying of the confidentiality obligations, the employer will specify which information falls under the confidentiality obligation and for how long the confidentiality applies. Before the employer notifies that the information in question concerns a business or trade secret, the grounds for maintaining confidentiality will be explained to the employee or personnel representative in question.

CHAPTER 6
INTERNAL COMMUNICATION AND ORGANISATION OF MEETINGS

A registered local branch of a party to the collective agreement applied at the workplace and the branch's department at the workplace or a shop-floor committee will be entitled to arrange meetings at the workplace or elsewhere in matters relating to the labour market or the employment relationships at the workplace as has been agreed between the central organisations or specifically for the industry, or in accordance with established workplace practices.

A personnel representation body such as the kind mentioned in the previous paragraph will be entitled, outside working hours either before or after the workday or during a meal break, to distribute to its members meeting invitations or notifications relating to employment relationships at the workplace or labour market matters in general in the cafeteria, the

changing rooms or any other corresponding space outside the actual workplace, such as a factory hall, as agreed with the employer. Such notifications will feature a mentioning of the initiator.

If a newsletter aimed at the personnel is published at the workplace, said personnel representation body will be entitled to use this for publishing the above-mentioned meeting invitations or notifications, or will be entitled to publish them on a bulletin board provided for the employees by the employer. The notifying body will be responsible for the bulletin board contents and maintenance.

CHAPTER 7
TRAINING

7.1
Vocational training

When the employer arranges vocational training for employees or sends them to training events relating to their work, the direct expenses arising from the training and the loss of regular working time will be compensated on the basis of average hourly earnings, unless the relevant collective agreement provides otherwise. If the training takes places completely outside working hours, the direct costs arising from this will be compensated.

It will be made clear before signing up for the training event whether the training in question falls under the above or not.

Direct costs as referred to above will mean travel costs, participation fees, costs of purchasing study materials in accordance with the training programme, room and board costs for live-in training arrangements, and for other than live-in arrangements the travel costs complying with the relevant collective agreement. Loss of income from regular working hours will be compensated for both the time in training and the travel time. No compensation will be paid for time spent in training outside the working hours or related travelling outside the working hours. However, no deductions will be made for the time spent in training or related travel from the pay of employees receiving weekly or monthly pay.

7.2
Joint training

Training to promote co-operation in the workplace will be jointly arranged by central organisations or their member organisations, by the

co-operation bodies of their member organisations or by the employer or the employees jointly, at the workplace or some other place.

The parties to the agreement state that joint training will normally take place in the most purposeful way possible as agreed specifically for the workplace, which best allows local circumstances to be taken into account.

Basic courses in occupational health and safety co-operation and any special courses necessary in respect of occupational health and safety co-operation will be considered joint training as understood herein. Keeping to the provisions of this collective agreement, such basic course may be attended by a member of the occupational health and safety committee, the occupational health and safety representative, a vice representative and the occupational health and safety ombudsman, and such special course may be attended by the occupational health and safety representative.

Those participating in the training will be compensated in accordance with the provisions herein under 7.1. Participation in the training will be agreed on locally, depending on the nature of the training, at the co-operation body under whose sphere of influence the scope of the training in question falls, or between the employer and the shop steward.

The provisions concerning joint training will also be applied in the training concerning participation systems and agreeing on things at the local level. Participation in training can also be agreed on between the employer and the person concerned. The parties to the agreement recommend that their training institutes and the training institutes of their member organisations and the member organisations together take measures to arrange training on participation systems and agreeing on matters at the local level. The training working group set up by the parties will monitor the realisation of the said training provision.

7.3
Trade union training, retention of employment, and notice periods

Employees will be provided with the opportunity to participate in courses arranged by the Central Organisation of Finnish Trade Unions (SAK) and its member unions without the risk of their employment being terminated, as long as this does not cause major impediment to the company’s production or other activities. When assessing the extent of

the above impediment, workplace size will be considered. If this consideration results in a negative answer, the person in question and the shop steward will be notified, no later than 10 days before starting the scheduled course, of the reason for which granting time off work would cause major impediment. In this case, those concerned should together attempt to determine another period of time when there would be no impediment to course participation.

Notifications on intended course participation will be made at the earliest possible instance. In the case of a course lasting for no more than a week, the notification will be made no less than three weeks prior to the start of the course, and in the case of longer courses, at least six weeks in advance.

Before the person in question participates in a training event as intended above, the measures necessitated by the participation will be agreed on with the employer, and it must be specifically stated in advance, whether the training event is of the type for which the employer is responsible for paying compensation to the participating employee in accordance with this collective agreement. At the same time, the amount of such compensation will be stated.

7.4
Compensation

For courses which are arranged in the training institutes of the Central Organisation of Finnish Trade Unions (SAK) or elsewhere as may be necessary for a particular reason and which have been approved by the training working group, the employer will be responsible for paying to the shop steward, the deputy shop steward, the occupational health and safety representative and the vice representative, a member of the occupational health and safety committee and the occupational health and safety ombudsman, with respect to the training required by their tasks, compensation for loss of income, for up to one month for the above-mentioned representatives and for up to two weeks for persons undertaking duties related to their positions of trust in occupational health and safety matters.

In addition to the above, compensation for loss of income will be paid for up to one month to the occupational health and safety representative in companies where the number of employees represented by the occupational health and safety representative is at least 40 (entry into force on 1 January 2004).

Compensation for loss of income will also be paid to the chairman of a trade union branch for training events related to representation activities as provided in the above-mentioned training institutes for a period of up to one month, if said chairman works in a company with at least 100 employees in the field in question and the trade union branch they chair has at least 50 members.

Additionally, with respect to the employees referred to in the previous paragraph, meal compensation as agreed by the central organisations will be paid for those course days during which loss of income is compensated, in order to compensate the catering costs arising to the provider in connection with the course.

The employer will only be responsible for paying the compensation as intended in the above passage once for the same person in relation to the same or similar training event.

7.5
Social benefits

Participation in a trade union-related training event as intended in the collective agreement, up to the one month limit, will not result in a reduction in annual leave, pension or other corresponding benefits.

CHAPTER 8
USE OF EXTERNAL LABOUR

8.1
General

Use of external labour by companies takes place in two forms. One is an agreement (whether relating to trade, procurement, contract, rental, assignment, work etc.) between two independent entrepreneurs, where the necessary work is undertaken by an external entrepreneur and the other agreeing party has nothing to do with the actual work performance. In practice, this kind of agreement-based activity is usually referred to as subcontracting.

Another form of using external labour is the use of rental labour, where rental workers assigned by personnel rental companies, on an on-loan basis, work for another employer under the employer’s supervision and control.

The situations mentioned above in the first paragraph are hereinafter referred to as subcontracting and the situations mentioned above in the second paragraph are hereinafter referred to as rental labour.

Agreements on subcontracting or rental labour will include a provision, according to which the subcontractor or the rental labour company commits to complying with the collective agreement generally applied in the industry as well as labour and social legislation.

8.2
Subcontracting

If the company’s workforce must exceptionally be reduced due to subcontracting, the company must be able to designate the employees in question to other duties in the company and, if this not possible, require the subcontractor, if the subcontractor needs labour, to employ any released employees suitable for the subcontracted work on the same terms of pay as before.

The employment contract will not have a form indicating that it is a contract between independent entrepreneurs, when it is, in fact, an employment contract.

8.3
Temporary agency work

Companies must limit the use of rental labour only to deal with workload peaks or otherwise for such tasks restricted in terms of time and quality that cannot be performed by the company’s own employees due to the urgency of work, limited duration, competence requirements, special equipment or other such reasons.

Rental labour will be considered an unsound proposition, if rental workers assigned by different rental labour companies do the company's regular work alongside regular employees and under the same management for an extended period of time.

Companies utilising rental labour will upon request provide the chief shop steward with an account on any issues relating to the work of such rental labour.

CHAPTER 9
BINDING CHARACTER OF AGREEMENT

This agreement is in force indefinitely with a notice period of six months.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

CALCULATING TIME CONSUMPTION OF OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVES

Formula
Number of employees represented by the occupational health and safety representative x Industry-specific coefficient = Time in hours/4 weeks

Industry-specific coefficient As of 1 April 1986	Industry
0.261	Slaughterhouse, meat cutting
0.208	Production of soft drinks
0.201	Dairy and other processing of milk
0.193	Meat processing, production of food oils and fat, making of mill products, beverage production (except soft drinks), making of fish products, production of sugar
0.179	Production of vegetables, fruits, bakery products, chocolates and sweets and other food products, production of fodder
0.164	Production of medicinal preparations
0.156	Production of tobacco products
0.112	Office and clerical work

160 hours or more will entitle for one occupational health and safety representative that is completely exempted from their other duties.

If the occupational health and safety representative represents employees working in different industries as classified in the industry classification, his time consumption will be determined in accordance with the average of industry-specific coefficients as weighted with employee numbers. If the calculation results have tenths of hours in them, these results will be rounded up to the next full hour. However, the exemption from work will be no less than four hours during four consecutive weeks.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL
FINNISH FOOD WORKERS' UNION SEL

HOLIDAY PAY AGREEMENT 2005

The parties to the agreement have, in accordance with section 30 of the Annual Holidays Act (162/2005), made the following collective agreement concerning annual holiday pay and calculation of holiday compensation.

Section 1 Scope of application

This agreement will be applied to the employees referred to in section 11 of the Annual Holidays Act and employed by a member company of the Finnish Food and Drink Industries' Federation.

For companies that join ETL as members in the middle of a holiday credit year, this agreement will enter into force as of the beginning of the holiday credit year that first follows the joining.

Section 2 Annual holiday pay and holiday compensation

1. Calculation of the employees' annual holiday pay and holiday compensation is based on average hourly pay which is determined by dividing the pay that has been paid or fallen due for payment to the employee for work done during the holiday credit year, excluding any additional compensation paid on top of the basic rate of pay on account of emergency work or overtime in accordance with the law or agreement, by the number of corresponding working hours.

2. The employee's annual holiday pay and holiday compensation is determined by multiplying the employee's average hourly pay as intended above in paragraph 1 by the appropriate coefficient in the following table, as determined on the basis of the number of holiday days as intended in sections 5 and 6, subsection 1 of the Annual Holidays Act.

Number of holiday days	Coefficient
2	16.0
3	23.5
4	31.0

5	37.8
6	44.5
7	51.1
8	57.6
9	64.8
10	72.0
11	79.2
12	86.4
13	94.0
14	101.6
15	108.8
16	116.0
17	123.6
18	131.2
19	138.8
20	146.4
21	154.4
22	162.4
23	170.0
24	177.6
25	185.2
26	192.8
27	200.0
28	207.2
29	214.8
30	222.4

If the number of holiday days is larger than 30, the coefficient will be increased by 7.2 per holiday day.

However, if the regular daily working hours during the holiday credit year were less than 8 hours, the annual holiday pay and holiday compensation will be calculated by correspondingly multiplying the average hourly pay by a figure derived by multiplying the above coefficients with the result of dividing the number of regular working hours in one week by 40.

Section 3 Annual holiday pay and holiday compensation in certain cases

By way of derogation from the provisions of section 2, in companies where the calculation of annual holiday pay has been based on the average daily salary system, the provisions of the Annual Holidays Act may continue to be complied with in the calculation of annual holiday pay and remuneration. However, the following factors shall be applied

instead of the factors provided for in section 11(1) of the Annual Holidays Act:

number of holiday days	Coefficient
2	2.0
3	2.9
4	3.9
5	4.7
6	5.6
7	6.3
8	7.2
9	8.1
10	9.0
11	9.9
12	10.8
13	11.8
14	12.7
15	13.6
16	14.5
17	15.5
18	16.4
19	17.4
20	18.3
21	19.3
22	20.3
23	21.3
24	22.2
25	23.2
26	24.1
27	25.0
28	25.9
29	26.9
30	27.8

If the number of holiday days is larger than 30, the coefficient will be increased by 0.9 per holiday day.

Section 4 Exemption time equal to working time

For the purposes of determining the length of annual holiday, the time during which the employee has been exempted from work to participate in a Finnish Foodworkers' Union meeting, central council meeting or committee meeting will be considered equal to working time. Similarly,

time during which the employee has been exempted from work to participate in a meeting of the representatives or the council of the Central Organisation of Finnish Trade Unions will be also be considered equal to working time. When requesting the exemption, the employee must present an account of the time needed for meeting participation.

Section 5 Entry into force

This holiday pay agreement sets aside the holiday pay agreement between the Finnish Food and Drink Industry Employers’ Federation (ETTL) and the Finnish Food Workers’ Union (SEL) on 21 May 1991.

This agreement will enter into force on 1 April 2005, so that it will apply to the annual holiday, holiday pay and holiday compensation for its validity period.

Helsinki, 31 March 2005

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

RECOMMENDATION ON PREVENTING SUBSTANCE ABUSE PROBLEMS, HANDLING SUBSTANCE ABUSE MATTERS, AND REFERRAL TO TREATMENT AT WORKPLACES

In the 1970s, labour market organisations issued recommendations on how to reduce the negative effects of alcohol and non-prescribed drugs on working life. This recommendation updates the previous ones to better meet the current needs of working life. The concepts “employee”, “employment contract” and “collective agreement” as referred to herein will also be considered to include the corresponding civil servants, office holders and collective bargaining agreements in the public sector.

The aim will be a workplace free from substance abuse, achieved by improving and simplifying the treatment of substance abuse problems and the provision of care at the workplace. The parties jointly encourage workplaces to create and reinforce their own procedures related to the prevention and handling of substance abuse. The particular focus will be on preventive activities, i.e. intervention in substance abuse at the earliest possible stage.

The purpose of the recommendation is to address the harmful effects of substance abuse in working life and to present matters and solution models that could facilitate the creating of workplace-specific procedures. Central organisations recommend that workplaces establish an operating model concerning prevention of substance abuse problems, handling of related matters and referral to treatment.

1. PREVENTIVE ACTIVITIES

Preventive activities support the occupational safety work performed jointly at workplaces. Key aspects in this are communication on and training in substance abuse related matters and intervention in abuse at the earliest possible stage. The communication and training will concern the negative effects of alcohol abuse, recognition of abuse and related problems, intervention in abuse situations and opportunities to refer abusers to treatment.

Communication and training

The related communication and training provided for the personnel will aim at the following:

- Provide information on the problems and negative effects caused in working life by substance abuse

- Affect attitudes to facilitate the recognition of substance abuse and related problems and their handling in an open and constructive manner
- Lower the threshold of intervention and addressing the matter
- Promote shared procedures related to substance abuse policy at the workplace and commitment to these
- Promote immediate and early intervention in substance abuse cases
- Promote the guidance of substance abusers to treatment.

Training should encompass the entire personnel – both supervisors and employees – while also relying on the expertise of occupational health care.

Work community

In its everyday activities, the work community will commit to a working culture free of addictive substances. Every member of the personnel, supervisors and employees alike, can set a good example to promote a workplace free of such substances. Employees may also have a contact person that is familiar with substance abuse problems. Incidences of substance abuse at the workplace should not be silently accepted, concealed or downplayed. By intervening in the problems and related breaches in a proper and constructive manner, the situation related to the substance abuse problem can in many cases be prevented from deteriorating.

Occupational health care

The occupational health care is given the task of preventive activity, based on the law. Through individual guidance and counselling in the context of health inspections and health care, health care professionals have good opportunities to affect the promotion of a healthy lifestyle free of substance abuse. Functioning models have been developed for the early detection of substance abuse problems.

2. HOW TO DEAL WITH A CASE OF SUBSTANCE ABUSE

Recognition

Recognition of substance abuse is a prerequisite for the prevention and treatment of the negative effects related to substance abuse. The signs of substance abuse may vary, and can be the following, for example:

- Arriving at the workplace late or leaving early repeatedly or otherwise failing to comply with agreed working hours
- Random and sudden absence from work

- Surprising changes of work shifts at own initiative repeatedly
- Coming to work or working while having a hangover
- Deterioration of work efficiency, neglect of work tasks and recurring mistakes
- Sick leave certificates from different doctors
- Avoidance of managers and supervisors
- Recurring accidents
- Driving under influence
- Unexplained absences from work

Substance abuse can also be recognised in the context of health inspections and health care procedures at the occupational health care.

Intervention

Use of intoxicating substances at the workplace or working while under the influence of such substances is considered a serious violation of employment obligations and a clear sign of a problem that needs intervention. Addressing the problem, however, should be done discreetly.

This can take place at the initiative of a supervisor, occupational health care or a colleague.

Based on a discussion with the substance abuser, a plan for further measures will be prepared and the possible need for care will be assessed. Occupational health care should be involved in preparing the plan, assessing the need for care and monitoring the effects of the measures.

Role and duties of supervisor

If the conduct or performance of any employee gives reason to suspect a substance abuse problem, the supervisor should discuss with the employee on the working customs and requirements of the workplace and the possible consequences of substance abuse with respect to employment.

If the employer suspects that the employee is under the influence of alcohol at the workplace, he should assess the situation case-specifically. Any tests taken, however, should follow all relevant regulations and rules as are in force. Employment drug testing is regulated in the Act on the Protection of Privacy in Working Life.

If it is unclear whether the problems arising in the performance of work relate to substance abuse or illness, the employee in question can be

directed to the occupational health care for an assessment of work ability and the need for care.

Role and duties of colleagues

Every colleague is responsible for advising and encouraging a substance abuser to seek help, for example, by contacting the occupational health care or another professional as may be relevant. If the workplace has a person designated as a contact in substance abuse matters, a colleague can also ask this person to discuss with the substance abuser. Covering up or concealing the problem, for example, by performing work tasks neglected by the problem employee is not acceptable.

Important for the treatment to be successful is that the colleague in treatment and returning to work is accepted by the work community as equal. This supports coping and recovery.

Role and duties of occupational health care

Occupational health care personnel are responsible for assessing all patient contacts for abuse of alcohol or other intoxicants, for intervening actively as necessary and for providing information and support.

If occupational health care recognises a substance abuse problem, they are responsible for telling the abuser about the treatment opportunities and for directing the abuser to appropriate treatment. In situations when there is reason to suspect that an employee is intoxicated at work and is thereby a risk, occupational health care will contact the workplace and inquire about how the employee in question copes at work and, as necessary, propose measures for directing the employee to treatment. In other situations, occupational health care is bound by their confidentiality obligation.

Upon a supervisor's request, occupational health care will perform a work ability assessment and assess the need for treatment, and participate in the referral to treatment, implementation of treatment and follow-up.

Co-operation and personnel representatives

The principles concerning the handling of substance abuse matters, referral to treatment and the role of occupational health care in substance abuse matters will be handled in the co-operation as intended in the Act on Occupational Safety and Health Enforcement and

Cooperation on Occupational Safety and Health at Workplaces (44/2006). Occupational health and safety representatives and shop stewards also have a key role in the co-operation.

When handling an individual case, the employer will be entitled, by permission of the substance abuser, to notify the personnel representative of the matter. If the employee so requests, the personnel representative will be entitled to be present when the matter is handled with the employer.

3. REFERRAL TO TREATMENT

Seeking treatment

Recognising a substance abuse problem and seeking treatment on one's own accord will increase the probability of treatment success. Members of the work community, colleagues and supervisors should all encourage a substance abuser to seek treatment. The primary objective is to encourage the person’s own initiative and voluntary seeking of treatment.

The initiative for seeking treatment may be made by various sources, such as the following:

- The substance abuser or their family
- Colleagues or contact person at the workplace
- A supervisor / the employer
- Occupational health care personnel

Information on the provision and forms of treatment must be available at the workplace to facilitate the seeking of treatment and referral to treatment. If the workplace has a person designated as a contact in substance abuse matters, this person can also be asked to practically arrange the referral to treatment.

Treatment is aimed at helping substance abusers to refrain from abusing as well as helping them to maintain their health and ability to work and achieve as good a state of health and social situation as possible, work steadily, reduce unexplained absences and, generally, improve their life and family matters as well.

Implementation of referral to treatment and actual treatment

If the substance abuser does not seek treatment at their own initiative, measures must be taken at the workplace to refer the person to

treatment. In this case, the role of occupational health care must be agreed on as well as the monitoring and reporting of treatment progression. The initiative to refer a substance abuser to treatment may also come from occupational health care.

If the initiative to referral to treatment has come from the employer, an agreement on referral to treatment stating the place and time of treatment and follow-up methods should be prepared in writing and distributed to the relevant parties.

The agreement on a referral to treatment, acceptance to undergo treatment and successful treatment are all aimed at the continuance of employment.

To ensure that the substance abuser is properly cured and able to continue working, an appropriate form of treatment must be sought that can be expected to bring successful results. In addition to the occupational health care personnel and/or the substance abuse contact person, the employer's representative also participates in the practical arrangements and makes decisions on the
right to be absent from work and on the payment of sick pay, if the treatment has to be carried out during working hours. Basically, the treatment will be arranged outside working hours.

Subsistence security and compensation of costs

For the purposes of keeping work time records, absence from work due to intoxication is considered absence without proper authority, for the duration of which the employer will not be responsible to pay. This concerns both absence on the employee's own accord and situations where the employer has removed an intoxicated employee from the workplace.

The employer may at its discretion decide on participation in the payment concerning the above and the payment of earnings for the duration of absence from work due to treatment or other such measures. Basically, the person undergoing the treatment is responsible for paying the costs of treatment.

Information on how to apply for any other forms of subsistence security as may be relevant and on the compensation of costs arising from treatment and any other related measures should be available at the workplace.

Confidentiality

Information related to the substance abuser's referral to treatment and the actual treatment are confidential. These are not to be disclosed to any outsiders without the explicit permission of the person concerned.

Helsinki, 12 January 2006

AKAVA, The Confederation of Unions for Professional and Managerial Staff in Finland

SAK, The Central Organisation of Finnish Trade Unions

STTK, The Finnish Confederation of Professionals

EK, The Confederation of Finnish Industries

KT, The Commission for Local Authority Employers

KiT, The Commission for Church Employers

VTML, The State Employer's Office

Get to know working life and earn (Tutustu työelämään ja tienaa) summer training programme for 2023–2025

The Finnish Food and Drink Industries' Federation and the Finnish Food Workers' Union want to support the opportunities for young people with the summer training programme "Get to know working life and earn".

The purpose of the summer training programme is to provide young people with first-hand experience of the activities of food industry companies, their various tasks, staff structure, forms of cooperation, and opportunities offered by the sector, and to enable young people to carry out practical work that suits them. Summer traineeships are applied for directly from companies in the sector.

Therefore, the parties to the agreement have agreed the following:

1. The provisions below apply to young people aged less than 18 and those participating in the TUVA programme whose employment relationship is based on the "Tutustu työelämään ja tienaa" summer training programme.

2. An employment relationship in accordance with a continuous summer training programme lasting two weeks or ten working days can be placed between 1 June and 31 August. A young person may have one period of training within the meaning of this agreement in each operating unit of the same employer.

3. The total salary for the completion of the "Tutustu työelämään ja tienaa" summer training programme in 2023 is EUR 365 and EUR 375 in 2024 and 2025. The salary includes the holiday remuneration accrued during the training period. Statutory social-security contributions will be paid from the salary, depending on the age of the person.

4. The provisions of the collective agreement in force concerning salaries, remuneration, and other benefits of value for money shall not apply to persons whose employment is based on a summer training programme within the meaning of this minutes.

Helsinki, 13 February 2023

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

This English translation has been commissioned by the Finnish Food and Drink Industries' Federation and the Finnish Food Workers' Union SEL for practical use in workplaces and it does not have any interpretative effect. The Finnish text supersedes this translation in all situations.

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