COLLECTIVE AGREEMENT

FOR THE BREWERIES AND SOFT DRINKS FACTORIES

between

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

and

FINNISH FOOD WORKERS' UNION SEL

13 February 2023–31 January 2025

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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.

Contents

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

PROTOCOL OF SIGNATURE REGARDING THE RENEWAL OF THE COLLECTIVE AGREEMENT FOR THE BREWERIES AND SOFT DRINKS FACTORIES

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 Breweries and Soft Drinks Factories, 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 Breweries and Soft Drinks Factories 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 employees 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 employees is calculated in accordance with the proportion between agreed working hours and full working hours.

The one-time payment is not paid if the employee 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 employees 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 employees 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 10.3** 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 26** Work clothes and work shoes, paragraph 4:

  The employer will provide all employees whose employment has lasted at least 3 months with the said kind of work shoes once a year. 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.

- A new collective agreement section **20 a** will be added:

  Section 20 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 27.3** Midweek holiday compensation is amended to read as follows:

3. Midweek holiday compensation is paid to employees as referred to in this section also on midweek holidays that coincide with annual holidays, illnesses of no more than three months occurring before the midweek holiday, paid absences due to an illness of a child as referred to in section 29, and statutory pregnancy leave and parental leave of no more 138 weekdays and statutory maternal, paternal or parental leave, or a lay-off due to economic or production-related causes of no more than two weeks before the midweek holiday.

- **Collective agreement section 30** Pregnancy and parental leave pay is amended to read as follows:

1. Under the Employment Contracts Act, a birthing employee who has been employed for at least six months before childbirth is paid wages during their pregnancy~~maternity~~ leave on the working days included in a 35~~42~~-day calendar period as of the first day of the coming pregnancy~~maternity~~ leave.

2. If a new pregnancy~~maternity~~ leave begins before the employee 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 an employee 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 an employee on the basis of childbirth as a pregnancy~~maternity~~ allowance or other corresponding compensation will be deducted from the pregnancy~~maternity~~ leave pay. However, the employer is not entitled to deduct said compensation from pregnancy~~maternity~~ 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~~maternity~~ allowance referred to in the preceding paragraph or corresponding compensation received by the employee, or receive it from the employee for the period on which it has paid the employee pregnancy~~maternity~~ leave pay.

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

5. PregnancyMaternity leave pay is calculated according to the average hourly wage based on section 11 of the collective agreement.

6. If the employee 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. In conformance with the provision above in this section, the employee 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 paternityparental leave, under the Employment Contracts Act.

- **Collective agreement section 32.7** 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 employee did not participate in reserve training are taken into account in terms of the reservist pay.

- A new paragraph is added to the end of the **collective agreement section 34** 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, 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.

  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. The entry into force of collective agreement, section 30 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 worker 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.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. 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).

In the above cases and when concerning employees in discontinuous and continuous three-shift work, a percentage supplement in accordance with the valid agreements (3.2%/10.5% and 15.6%) will be paid on the actual regular working hours of the employees concerned (Labour Court: 2004-77).

5.5. 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.

5.6. 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.

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

STANDARD HOURLY PAY

Until 31 May 2023

pay category	helsinki metropolitan area*	I
	cents	cents
1	1,121	1,068
2	1,164	1,109
3	1,210	1,152
4	1,256	1,196
5	1,295	1,233
6	1,349	1,285

As of 1 June 2023

pay category	Helsinki metropolitan area*	I
	cents	cents
1	1,160	1,105
2	1,205	1,148
3	1,252	1,192
4	1,300	1,238
5	1,340	1,276
6	1,397	1,330

As of 1 April 2024

pay category	Helsinki metropolitan area*	I
	cents	cents
1	1,187	1,130
2	1,233	1,174
3	1,280	1,219
4	1,329	1,266
5	1,370	1,305
6	1,429	1,361

* Helsinki, Espoo, Vantaa, Kauniainen

STANDARD HOURLY PAY, MAINTENANCE DEPARTMENTS

Until 31 May 2023

pay category	Helsinki metropolitan area*	I
	cents	**cents**
1	1,153	1,098
2	1,274	1,213
3	1,351	1,287
4	1,487	1,416

As of 1 June 2023

pay category	Helsinki metropolitan area*	I
	cents	**cents**
1	1,193	1,136
2	1,318	1,255
3	1,399	1,332
4	1,539	1,466

As of 1 April 2024

pay category	Helsinki metropolitan area*	I
	cents	cents
1	1,220	1,162
2	1,348	1,284
3	1,431	1,363
4	1,575	1,500

* Helsinki, Espoo, Vantaa, Kauniainen

Longevity pay and other separate supplements

No changes will be made to the longevity pay and other separate supplements (such as the deep-freeze storage supplement) during the agreement period, with the exception of the job instruction supplement

- The deep-freeze storage supplement is 102 cents per hour.
- The job instruction supplement is 56 cents per hour until 31 May 2023 and 65 cents per hour as of 1 June 2023.

The valid seniority supplements are as follows (as of 1 February 2017):

Years of service	Supplement
1-4 years	36 cents
5-9 years	48 cents
10-14 years	53 cents
15-19 years	56 cents
20-24 years	60 cents
25-30 years	64 cents
over 30 years	68 cents

Supplements paid for shift work and for evening and night work

	Until 31 May 2023	As of 1 June 2023	As of 1 April 2024
Evening shift supplement	193 cents	200 cents	204 cents
Night shift supplement	386 cents	399 cents	408 cents

COLLECTIVE AGREEMENT FOR THE BREWERIES AND SOFT DRINKS FACTORIES

CHAPTER I GENERAL REGULATIONS

Section 1 Scope

The provisions laid out in this collective agreement will be applied to the employment relationships between ETL's member companies in the brewing and soft drinks industry and their maintenance departments and the employees of these.

Minute:

The provisions of this collective agreement will also be applied to the employees in the distribution warehouses of the breweries and soft drinks factories in different locations.

Section 2 Agreements between the parties

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

Recommendation on the prevention of substance abuse problems, the handling of substance abuse matters and guidance to treatment at workplaces, 12 January 2006, page 99.

ETL/SEL Holiday pay agreement 2005, page 66.

ETL/SEL Agreement on protection against dismissal 2003, page 69.

ETL/SEL General agreement 2003, page 82.

Section 3 External labour

Notifications

The employer will always notify the chief shop steward well in advance on any planned use of external labour in production and maintenance work. 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 redundancies in the company's workforce are due to the use of subcontractors, every attempt must be made to transfer the employees in question to other work in the company or to the employment of the subcontractor.

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 chapter 8 of the general agreement, page 96.

Section 4 Management

The employer or its designated representative are entitled to recruit employees, manage and distribute the work, and give notice to and dismiss employees.

Section 5 Compliance with workplace rules and other regulations

Employer’s rules and regulations

The employer and the employees have a duty to comply with the workplace rules agreed for the workplace in question. The employees also have a duty to comply with the rules and guidelines set by the employer or its representative, unless these are in conflict with valid legislation, this collective agreement or the workplace rules.

Section 6 Dismissal

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 will 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

If an employee is deemed to have been dismissed on account of his labour organising activity, the parties to the agreement will, with all due speed and without delay, research the matter and take any measures the research gives rise to.

Section 7 Fixed-term employment contracts

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 guidelines:

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. Application guideline 1 above is a general guideline for application concerning fixed-term employment contracts and therefore not subject to the binding nature of the collective agreement effect referred to in the Collective Agreements Act.

Section 8 Freedom of association

The parties hereto acknowledge that the right of each to organise and associate, or not to do so, will be inviolable.

CHAPTER II PAY CATEGORIES, RATES OF PAY AND SEPARATE SUPPLEMENTS

Section 9 Pay categories and rates of pay

1. Pay categories

Pay category 1
New employees in the brewing industry for 6 months.

2. Pay category
Employees in the brewing industry for 7-12 months.

3. Pay category
Different types of work in the brewing industry requiring some training or experience.

After working in the industry for 5 years, employees will be transferred to pay category 4.

Employees may transfer from pay category 3 to categories 5 or 6 by way of training or with work experience, provided that their job scope and qualifications meet the requirements placed on higher pay categories.

Performing work tasks specified for pay categories 5 and 6 for no more than 8 months.

4. Pay category
After working in the industry for five years, employees in pay category 3 will be transferred to pay category 4.

5. Pay category
Demanding professional work in the brewing industry, based on the ability to handle different machinery whose use requires training and experience or manage demanding sets of tasks and work independently.

Performing work tasks specified for pay category 6 for no more than 10 months.

6. Pay category
Important work in the brewing industry requiring competence, for whose independent management a high level of professional skill and long experience are required.

Employees who, on the basis of their training or competence, are able to independently manage and perform work tasks specified for pay categories 5 or 6 are placed in the respective pay category regardless of the above referential time limits (8/10 months).

2. Multiple task skills as a component of personal pay

Principles of multiple task skills supplements

Having relevant multiple task skills will be awarded by way of a supplement in the formation of personal pay. The multiple task skills supplement can be paid on the basis of either of the following:

1. A local estimate will be made on whether the multiplicity and diversity of tasks done by a given employee increases the demand level of the employee's job to an extent where the payment of a multiple task skills supplement is justifiable.

2. A multiple task skills supplement can also be paid in cases where a given employee has the ability to successfully perform a number of relevant work tasks and is prepared and willing to transfer as necessary to other tasks where these multiple tasks skills can be purposefully used.

Agreeing on multiple task skills supplements

The workplace-specific principles of the application of multiple task skills supplements will be agreed on locally. Multiple task skills supplements will be introduced department-specifically when this has been agreed on locally. Local agreements to this effect will address the criteria based on which individual employees are included in this supplement system.

Amount of multiple task skills supplements

A multiple task skills supplement is a separate supplement in cents of the euro, constituting no less than 5% of the given person's valid rate of pay according to the relevant pay category allocation. Other agreements on multiple task skills supplements can be made locally, provided that these meet the above minimum requirement.

3. Rates of pay

Criteria for paying hourly wages to employees 18 years of age or older

The standard hourly wages of fully able employees 18 years of age or older in cents of the euro and in different regional cost-of-living categories and pay categories are as follows:

Until 31 May 2023

pay category	Helsinki metropolitan area*	I
	cents	cents
1	1,121	1,068
2	1,164	1,109
3	1,210	1,152
4	1,256	1,196
5	1,295	1,233
6	1,349	1,285

As of 1 June 2023

pay category	Helsinki metropolitan area*	I
	cents	cents
1	1,160	1,105
2	1,205	1,148
3	1,252	1,192
4	1,300	1,238
5	1,340	1,276
6	1,397	1,330

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	cents	cents
1	1,187	1,130
2	1,233	1,174
3	1,280	1,219
4	1,329	1,266
5	1,370	1,305
6	1,429	1,361

* Helsinki, Espoo, Vantaa, Kauniainen

4. Pay categories of maintenance department employees

Pay category 1
Simple maintenance duties

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

Pay category 2
Maintenance duties

Apprentices in a job in pay category 4 for 12 months
Employees assisting skilled workers
Outdoor workers
Employees who have completed a three-year course in vocational education and training in a job for 6 months

Pay category 3
Demanding maintenance duties

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

Pay category 4
Skilled work

Caretakers and heating supervisors who perform a variety of maintenance duties, over 5 years in the job
Skilled workers capable of independent work, over 4 years in the job

Multiple task skills supplements and job difficulty supplements

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

1 Given employees have the skills required in a number of basic occupations allocated in the maintenance departments' pay category 4 and are 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 Given employees undertake mountings, repairs, tune-ups, servicing and performance of user operations concerning complex machinery and equipment requiring special familiarisation and competence or particular training. In this case, the employees' minimum pay will exceed the standard rate of pay in pay category 4 by no less than 5-20%.

In this context, particular training will be understood as training provided by the employer or an equipment supplier, for example.

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

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

Circumstance supplements

Circumstance supplements are agreed on locally.

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

Completed three-year vocational education
For successfully completed three-year vocational education in accordance with the curriculum, one half is accepted as work experience for pay category definition purposes.

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.

Negotiation memorandum in appendix 1.

5. Standard hourly pay, maintenance departments

Until 31 May 2023

pay category	Helsinki metropolitan area*	I
	cents	cents
1	1,153	1,098
2	1,274	1,213
3	1,351	1,287
4	1,487	1,416

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* Helsinki, Espoo, Vantaa, Kauniainen

Additions concerning pay

Addition 1

The abovementioned standard hourly rates of pay are minimum wages in time-based work.

Addition 2

Employees' progression in the pay category system is considered in pay as of the beginning of the first payment period that follows the reaching of the time limit.

Addition 3

Employees under the age of 18

The hourly rates of pay for employees aged 15-17 years in each regional cost-of-living category is 90-100% of the standard hourly pay of pay category 1, depending on employee age and competence and duration of employment.

If the skill, job experience and qualifications of regularly employed young employees meet the requirements set for fully able employees of age, and no legislative, contractual or other restrictions obliging the employer fall on the young employees’ work preventing them from working as well as fully able employees of age, the young employees’ rates of pay for this work will be determined in accordance with the pay determination criteria of fully abled employees of age.

Addition 4

Regional cost-of-living categorisation

The Helsinki region salary provisions are applied in Helsinki, Espoo, Kauniainen and Vantaa.

In cases where the municipality’s cost-of-living category changes as a result of the change of municipal division and the salaries in question no longer meet the minimum level of the new classification, the salaries are increased to the said amount.

Addition 5

Depending on whether the difficulty or demand level of a job in a pay category or the requirements it places on employees working in that job deviate from the general average level of jobs in the pay category in question, the employer may, also taking into consideration the employee's skill and work efficiency, choose to pay a higher rate of pay than the standard hourly rate of pay set forth above.

Addition 6

Monthly pay divider and multiplier

In the calculation of increased pay for overtime and early morning hours, the basic pay will be calculated by dividing the monthly pay by 160, when regular working hours are 40 hours per week.

When regular working hours are less than 40 hours per week, the divider will be the average actual number of regular working hours per month.

For calculating a given employee’s pay for part-time duty, the employee's pay per hour will be determined by dividing the monthly pay by 169.

The monthly pay will be determined by multiplying the hourly pay by 175.

Specifically for each company, the dividers and multipliers to be used can be agreed on otherwise.
Where employment begins/ends during a pay period or is interrupted for a reason entitling the employer to refrain from paying for the absence period, the employee’s pay per actual working day is determined by dividing the monthly pay by the number of working days as derived from the working hours system for that month.

Addition 7

Fringe benefits

The monetary value of any fringe benefits included in the pay will be calculated in accordance with the rates approved by the National Board of Taxes.

Section 10 Separate supplements

1. Seniority supplements

1. Employees will be paid a seniority supplement on the basis of the duration of their employment:

Years of service	Supplement
1–4 years	36 cents
5–9 years	48 cents
10–14 years	53 cents
15–19 years	56 cents
20–24 years	60 cents
25–30 years	64 cents
over 30 years	68 cents

Years of service are understood as the continuous duration of the employees' 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.

Credited to the years of the service are also any previous employments with the same company or group.

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.

2. The seniority supplement system concerns all employees covered by this collective agreement (e.g. lorry drivers).

3. The seniority supplement is paid as a separate supplement and is considered in the same way as other pay factors. For example, it will be considered in the payment of overtime and Sunday work and when determining annual holiday pay.

4. Seniority supplements are paid in cents of the euro at amounts corresponding to the respective level in years of service, as of the beginning of the first payment period that follows the time of the employee reaching that level.

5. Seniority supplements can be paid per month on the same basis as applied to the hourly supplement by multiplying the latter by 175.

2. Shift, evening and night work supplements

Shift work supplements

Those working in shifts will be paid a shift work supplement which for the evening shift is
15% and for the night shift is 30% of the standard rate of pay in pay category 6 for the regional cost-of-living category I.

	Until 31 May 2023	**As of 1 June 2023**	**As of 1 April 2024**
Evening shift supplement	193 cents	200 cents	204 cents
Night shift supplement	386 cents	399 cents	408 cents

Evening and night work supplements

When the work done is not shift work, overtime or emergency work, and employees are required to work between 4 p.m. and 11 p.m., this is considered to be evening work, and when employees are required to work between 11 p.m. and 6 a.m., this is considered to be night work. The evening and night work supplements will be the same as the supplements payable for the evening and night shifts, respectively.

Application guideline:

For the purposes of this section, overtime is understood as overtime done after regular working hours, i.e. after 4 p.m.

See section 20, paragraph 4 on page 23 (employees entitled for evening or night work supplement during regular working hours will continue the work as overtime).

3. 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)

4. Deep-freeze storage supplements

All employees working in the deep-freeze storage (below -18 °C) will be paid a special circumstances supplement, which as of 1 June 2010 is 102 cents per hour.

5. Very dirty tasks

Cleaning and repair work involving exceptionally dirty conditions, such as cleaning floor drains, will be arranged where possible by lump-sum contracts, and the exceptional conditions, such as dirtiness, will be considered when agreeing on such work.

Section 11 Calculating average hourly earnings

For the purposes of this collective agreement, average hourly earnings are understood as the average hourly earnings, including any shift work and circumstantial supplements but excluding increases from overtime and Sunday work and the compensation for work done in early morning hours, paid for the working time of the standard payment period preceding the payment period that ended most recently. Calculation of average hourly earnings can be agreed upon differently at the local level.

Application guideline:

If shift and/or circumstance supplements have been considered in the calculation of average hourly earnings and employees work in circumstances where the said supplements are payable, they will be paid only once at their maximum amounts.

Section 12 Work paid on performance

Performance-based pay

1. To the extent that the nature of the work allows and is technically possible, the work is paid on the basis of performance to encourage increased production and earnings.

2. When the results are essentially dependent on the amount of work done and vary according to the effort, a contract or part-contract can be used as the form of payment.

Direct contract

3. Direct contracts will be priced so that the employee's contract earnings at normal contract work speed increase to 20% over the standard hourly pay and increase proportionally to increased performance.

Combination of fixed pay and contract pay

4. Combinations of fixed pay and contract pay, where the pay is partly based on fixed rates and partly on a component determined by the performance, will be priced so that where the actual performance or work efficiency corresponds with normal contract work speed, the earnings will increase to 20% over the standard hourly pay. Where the level of performance rises, the contract pay component will increase in the same proportion.

Incentive pay system

5. Incentive pay systems can be used in work where the results (production volume, product quality, efficiency of raw material use etc.) depend on employee precision, skill etc.
In applications of incentive pay, the work will be priced so that the earnings are at least 15% higher than the standard rate of pay.

6. Use of other performance-based pay systems than those mentioned can be agreed upon locally.

Guaranteed pay

7. For work paid on the basis of performance, the standard hourly rate of pay is guaranteed to be paid.

Pricing work paid on performance

8. Pricing of work paid on performance will be agreed upon locally.

Minutes:

1. Pricing of new types of work paid on performance will be agreed upon before work commencement.

2. Where the work paid on performance is permanent in nature, the shop stewards will be provided with the opportunity to be present in the price negotiations.

3. If the work of a given employee is directly related to the work of employees who get paid by performance, the employer will aim to arrange this work to be paid on performance, provided that the employee's work speed warrants this. If the work in the above case cannot be arranged to be paid on performance, the criteria for the employee's pay formation will consider the aforementioned connection between the work speed of the employee to that of employees who get paid by performance.

Application guideline:

For work paid on performance, the duration of the inspection period for determining guaranteed pay depends on variations in workload at different times. If the workload is stable, the inspection period for determining guaranteed pay will be the payment period.

When agreeing upon the pricing of work paid on performance, the duration of the inspection period will also be agreed upon.

Section 13 Work and time studies

1. The parties to the agreement recommend that in companies applying performance-based pay systems, shop stewards be provided an opportunity to observe work studies done at the workplace as required in respect of work study quality and scope. During this time, the shop stewards will have the opportunity to be informed on the study methods used and the work speed observations made.

2. In cases relating to performance-based work of a permanent nature and concerning a group of employees, the shop stewards will be provided an opportunity to be present at the talks where the pricing is determined.

Section 14 Arrangement of work, and transfers to other duties

1. Employees shall carry out the work allocated to them by the work supervision, and the employer will be entitled to transfer employees to other duties as necessary.

2. Such measures may not be taken randomly or for the purpose of exerting pressure on an individual employee.

3. However, employees who have broken into a sweat or are wearing clothes that are otherwise wet and improper for outdoor work should not be transferred from indoor work to outdoor work during cold weather or to a refrigeration tunnel or deep-freeze storage without providing them ample time for dressing properly or allowing their body temperature to return to normal.

4. The concepts and compensation principles of such employee transfers will be agreed upon locally.

If transfers cannot be agreed upon locally, the regulations concerning such transfers in the collective agreement valid during the period 1 January 1998 - 15 January 2000 will be followed.

Minute:

Reaching agreement on employee transfers will not preclude such transfers from being made.

Section 15 Payment of earnings

1. Payday is twice a month. If the payday falls on a Sunday, public holiday or midweek holiday, payment will take place on the preceding weekday. For the purposes of pay calculation, the payment periods may be set to regularly cover calendar periods on a lag of 7 days.

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 by the next salary payment.

2. The parties to the agreement recommend that, in those workplaces where it is deemed appropriate, earnings be paid via a bank to the bank branch notified by the employee.

Minute:

Earnings can be paid every other week, if agreed locally.

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.

CHAPTER III WORKING HOURS, OVERTIME COMPENSATION AND INCREASED PAY

Section 16 Regular working hours

Working hours

1. The provisions of the legislation in force will apply to working hours.

Regular

2. Regular working hours will be no more than 8 hours/day and 40 hours/week.

Average

3. If deemed necessary for reasons related to production economics, regular working hours can, in deviation from the above, also be arranged as follows:

In day work and two-shift work, an average of 40 hours per week for a period no longer than 6 weeks

In discontinuous three-shift work, an average of 35.8 hours per week for a period no longer than one year

In continuous three-shift work, an average of 34.6 hours per week for a period no longer than one year

For this arrangement, a working hours system must be prepared for the work in advance, at least for a period during which regular weekly working hours even out to the said average. The relevant shop steward must be consulted when creating a working hours system of the said kind.

Shift work

4. In shift work, work shifts will rotate regularly and be changed in periods of at least 1 week and at most 3 weeks, depending on local agreement.

However, employees can be retained continuously in the same shift when agreed upon locally, with the proviso that this will not concern night shifts.

Temporary extension of daily working hours

5. Regular daily working hours can be temporarily extended to 9 hours, provided that the number of weekly working hours for a period no longer than 3 weeks evens out to an average of 40 hours. Temporary extensions must be agreed upon at the latest on the workday that precedes the first day of extension application.

Allocation of working hours

6. The employer stipulates the beginning and the end of regular working hours and the timing of meal breaks during the workday, keeping to the scope of the relevant Act and this collective agreement. Any temporary alterations as may be practically required will be discussed in advance with the chief shop steward.

Beginning of working week and day

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

8. A day is considered to commence at 12:00 midnight, unless its commencement has been agreed to coincide with the time when employees are regularly expected to come to work. A working week's commencement may also be agreed to coincide with the time when employees are regularly expected to come to their first work shift after the turn of the week.

Exceptions permanent in nature

9. 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 and the relevant shop stewards at least one week before the commencement of the intended application.

Minutes:

1. For all but continuous shift work, working hours will be arranged to avoid work on New Year's Eve and May Day Eve after 6 p.m.

2. When transferring to continuous three-shift work, an advance notification of this will be given to employees at the earliest possible instance and the matter must be negotiated locally, in which context consideration must be given to each employee's opportunity to work continuously in three shifts.

See Appendix 2 on page 64.

Section 17 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 parties will pay attention to the progress and success of any working time experiments introduced.

Section 18 Breaks for meals and rest

1. Employees in regular day work are entitled to a one-hour meal break, during which they are free to go for a meal.

By permission of the Occupational Health and Safety Inspectorate's special permits section or if agreed upon locally with the shop steward, a rest break of 30 minutes may be arranged to take place in day work, which the employees are free to spend outside the workplace.

Shift work

2. Employees in shift work do not have a full 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. In this case, the time spent for having the meal may not be longer than 20 minutes.

3. In deviation from what has been agreed above, other meal break arrangements can be agreed upon locally, in accordance with the Working Hours Act.

Minutes:

1. If the workplace circumstances are such that employees cannot be reasonably expected to have their meals at work, the employer will aim to provide, so far as is reasonably possible, an opportunity for them to have their meals at the plant cafeteria or other suitable place.

Coffee breaks

2. Employees will be entitled to enjoy their coffee and sandwiches (or similar) at the workplace twice a day at times that are suitable for the performance of their work, unless otherwise has been previously provided at the workplace. However, these breaks may not cause an interruption in production activity or last for more than 10 minutes.

Breaks during overtime

3. If employees are asked to do overtime immediately after the end of regular working hours, they are entitled to a rest break of 15 minutes which will be included in the working hours, provided that the overtime work lasts for two hours or longer. 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. If overtime still continues for more than two hours, employees are entitled to a rest break of 10 minutes every two hours, which will be included in the working hours, provided that the overtime work lasts for at least two hours after the break.

4. For weekly overtime, the principles applied to meal breaks and rest breaks will be the same as those applied to regular day work.

Section 19 Days off

Weekly days off

1. The aim is that employees will have another day off besides Sunday every week. If a certain day is fixed as the other day off, the day should be Saturday, if possible.

Weeks featuring midweek holidays

2. In day work and discontinuous shift work, midweek holidays are considered the other day off of the week. On weeks featuring midweek holidays, the regular working hours on the eve of the midweek holiday and on that week's Saturday are 8 hours. However, the Saturdays of the Easter and Midsummer weekends and of Christmas Eve, if Christmas Eve falls on a Saturday, as well as the Saturdays on the weeks in which New Year, Epiphany, May Day or Independence Day fall and the Saturdays following Christmas, Easter and Ascension Day are days off, unless otherwise required for production-related reasons.

Section 20 Overtime and overtime compensation

Overtime

1. Overtime is done with the employee’s consent within the time frames laid down in the Working Hours Act.

Overtime compensation

Daily overtime

2. For overtime done during any one day, 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.

Increased shift, evening and night work supplements

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

4. Employees that are paid evening/night work supplements for their regular working hours will receive increased supplements for their overtime work.

5. 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.

Eves of holidays

6. 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.

Minute:

> *Days considered public holidays in this context comprise the following: New Year's Day, Epiphany, Good Friday, Easter Day, May Day, Ascension Day, Midsummer Day, All Saints' Day, Finnish Independence Day and Christmas Day.*

Weekly overtime

7. 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, regardless of whether the work concerned is daily or weekly overtime.

Discontinuous and continuous three-shift work

8. In discontinuous and continuous three-shift work, considered as weekly overtime are those hours that on a given calendar week exceed the number of working hours confirmed as the regular working hours for that week in the working hours system, unless it has been agreed on locally to compensate for these overtime hours with a corresponding amount of free time.

Working week of less than 40 hours

9. If employees, during a given working week's workdays as per the working hours system, are unable to work for as many hours as correspond with their weekly work time due to annual leave, sickness, a lay-off for reasons related to economics or production, travel at the employer's request or military reserves training and do their work on a day specified as a day-off in the working hours system, they will be paid overtime compensation for the working hours done on a day-off in accordance with what has been agreed regarding weekly overtime.

See Appendix 2, paragraph 2.

Weeks with public holidays

10. When the regular weekly working hours according to the collective agreement are less than 40 hours on weeks where Epiphany, Easter Day, May Day, Ascension Day, Midsummer Day, Christmas Day or New Year's Day falls, the hours exceeding the agreed weekly working hours will be paid in accordance with what has been agreed regarding weekly overtime. This does not concern continuous shift work.

Section 20 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 21 Compensation for early morning hours

If employees in one-shift or two-shift work commence working before 6 a.m. in the morning, the earnings payable to them for these early morning hours will be increased by 100%. No night work supplement will be paid for these early morning hours. If employees are paid overtime supplement for these hours, the total increase including the overtime compensation will add up to no more than 100%.

Application guideline:

Compensation for early morning hours will be paid for shifts that commence at 12:00 midnight or afterwards.

Section 22 Increased pay for work on Saturdays

In continuous three-shift work and continuous two-shift work, the earnings payable for Saturday evening shifts will be increased by 100% from the start of the shift.

Application guideline:

In continuous three-shift work and continuous two-shift work, the 100% increase for the Saturday evening shift will be paid in addition to the daily and weekly overtime compensation.

Increased earnings will not be paid to employees receiving compensation for work on major public holidays referred to in section 23. Increased earnings will not be paid simultaneously with the increase for work done on Sundays.

Section 23 Compensation for work on major public holidays

Employees in continuous three-shift work or continuous two-shift work having to work on the major public holidays as listed below will be paid earnings increased by 200% as follows:

Compensation for work done on Epiphany, Easter, May Day, Midsummer, Independence Day and Christmas:

At Epiphany, from the beginning of the evening shift on the eve of Epiphany until the beginning of the morning shift on the day that follows Epiphany

At Easter, from the beginning of the evening shift on Easter Saturday until the beginning of the morning shift on the first regular working day following the Easter

At May Day, from the beginning of the evening shift on May Day eve until the beginning of the morning shift on the day that follows May Day

At Midsummer, from the beginning of the evening shift on Midsummer eve until the beginning of the morning shift on the first regular working day following Midsummer

At Independence Day, from the beginning of the evening shift on the eve of Independence Day until the beginning of the morning shift on the day that follows Independence Day

At Christmas, from the beginning of the evening shift on Christmas Eve until the beginning of the morning shift on the first day that follows Boxing Day

CHAPTER IV COMPENSATION

Section 24 Travel costs and daily allowances in 2023

1. Employees will receive compensation for any work-related travel and accommodation costs and be paid for the travel day as well as a daily allowance and meal allowance as follows:

2. All necessary travel costs, including the prices of train, ship, etc. tickets in the second class, luggage-related costs and, when travelling overnight, the prices of tickets entitling to a cabin or sleeping berth, will be paid by the employer.

3. For the travel day, employees will be paid compensation for the time spent travelling and any work done during regular working hours for a maximum of 16 hours as follows:

Travel hours

a) For the number of travel hours corresponding with regular working hours lost, the compensation will be in accordance with average hourly earnings. For

any other travel hours, provided they do not exceed 8 hours, the compensation will be in accordance with the hourly pay.

b) Where employees are provided a berth or a cabin etc., the said compensation will not be payable for the time between 9 p.m. and 7 a.m.

Daily allowances

4. Depending on the duration and destination of the work travel, the daily allowances will be as follows:
A full-day allowance will be paid for work travel of more than 10 hours. The full-day allowance is 48 euros.

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

If employees on a given travel day are 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.

For any days shorter than a full working day related to travel, whose duration is at least 2 and at most 6 hours, the allowance will be 22 euros.

For any out-of-country travel at the employer's request, the daily allowance payable will comply with the relevant decision by the National Board of Taxes.

Night travel allowances

5. A night travel allowance of 15 euros will be paid for any travel day entitling a daily allowance for which employees have not been provided free accommodation or have not received accommodation compensation or a berth/cabin for the duration of the travel. However, night travel allowances will not be paid in cases where employees have refrained, without justifiable cause, from utilising the accommodation reserved and notified by the employer.

Compensation for the use of own car

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

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. For each passenger in the car, the compensation per km will be increased by 4 cents.

Meal allowance, additional travel costs and travel time compensation

7. If the work is done in a place where employees have exceptionally been unable to enjoy their meals at home or at the plant in the meal break, they will be paid meal compensation of 12 euros unless provided with a decent free meal at the workplace.

Employees will also be compensated for additional travel costs, and the employer and the employees will mutually agree on travel time compensation.

Section 25 Emergency work and on-call duty

Emergency work

1. If employees who have already left work are 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 pm, the compensation will equal the average hourly pay for two hours.

b) If the said call is made between 9 pm and 6 am, 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 employees are 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 equalling the average hourly pay for two hours as intended in paragraph a) above, but no overtime compensation.

Minute:

If employees are called back for an emergency, and if they exceptionally have to come in circumstances where the work trip is much longer than normal, separate agreement can be made in that case to reasonably compensate the time spent on the journey.

On-call duty

2. If employees are 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, which, however, will not be considered as actual working hours.

If it is separately agreed that employees are 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 26 Work clothes and work shoes

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 (section 26) can be replaced by cash compensation of EUR 15 per month.

At the workplace, the worker must wear and store work footwear that meets the occupational health and safety and hygiene requirements.

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.

The regulation is not intended to cancel those local practices whose requirements are at least equivalent to the above.

CHAPTER V PAID ABSENCES

Section 27 Midweek holiday entitlement

Midweek holidays entitling to compensation

1. Midweek holiday compensation corresponding to 8 hours' wages based on average hourly income will be paid to employees on the first day of the new year, Easter Monday, May Day, Ascension Day, Midsummer Eve, Christmas Eve, Christmas Day and Boxing Day. Midweek holiday compensation as referred to in paragraph 1 is paid on Epiphany when it is on a weekday that is not a Saturday.

Midweek holiday compensation in accordance with this section is payable on Independence Day when it occurs on a day off or when the employee is not entitled to statutory Independence Day pay due to incapacity for work caused by illness or accident.

Preconditions

2. The midweek holiday compensation is only paid, however, to employees whose employment in the six months immediately before the midweek holiday in question has continued for at least three months in one or more parts and the employee has been at work in accordance with the working hour system on the working day immediately preceding and on the working day immediately following the midweek holiday, or on one or the other of these days, provided that the absence has been agreed to by the employer or caused by the employee's illness or military reserve training, lay-off or some other acceptable reason.

Minutes:

1. Midweek holiday compensation will also be paid when absence has taken place with the employer's permission.

2. Employees at work on a midweek holiday or on Independence Day are paid midweek holiday compensation under this section.

3. Acceptable reasons also include lateness caused by unexpected vehicle damage or abnormal disruptions in travel connections.

4. No general rule can be given on how late an employee may be. Hence, the issue must be resolved on a case by case basis. However, a short delay as such, will not automatically cause the loss of midweek holiday compensation.

3. Midweek holiday compensation is paid to employees as referred to in this section also on midweek holidays that coincide with annual holidays, illnesses of no more than three months occurring before the midweek holiday, paid absences due to an illness of a child as referred to in section 29 and statutory pregnancy leave and , paternal or parental leave of no more than 138 weekdays, or a lay-off due to economic or production-related causes of no more than two weeks before the midweek holiday.

Midweek holiday compensation is also paid when the holiday coincides with the employee's day off (e.g. Saturday or Sunday), notwithstanding whether the employee was at work on the day in question.

Part-time employees

4. Part-time employees are paid the same proportion of midweek holiday compensation as their working hours represent with respect to full working hours.

Salaried employees

5. Midweek holiday compensation is not paid to salaried employees.

Section 28 Sick pay

1. The employer pays sick pay to those employees who, according to a report accepted by the employer, are incapable of working due to illness, accident or quarantine (imposed under section 20 of the Contagious Diseases Act), on working days included in a calendar period as referred to in the following:

Employment that, before the incapacity started, had continued without interruption for:	Calendar period
at least one month, but less than three 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. If employment has continued for less than four months before the beginning of an illness, sick pay is paid only from the beginning of the second day of illness which would have been a working day had the employee in question been at work. In this case the first day is a waiting period. However, if the incapacity for work caused by illness has continued for the period after which the employee is entitled to a daily allowance from statutory illness insurance, the employer will also pay the wages for the waiting period day.

Employees who fall ill during their working day are entitled to full pay for the day in question. In this case the day of falling ill will not be considered a waiting day, but the waiting day is the working day following the day of falling ill.

Waiting days are not applicable in the case of an accident.

5. Employees must immediately notify their employer of falling ill.

If an employee intentionally neglects to 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.

6. Employees will consent to a physical examination when such is proposed by the employer, carried out by the employer's physician or one designated by it. In such a case the employer is liable for paying the physician's fees.

7. Employees must primarily use the occupational health care services provided by their employer.

8. Sick pay is calculated according to the average hourly wage based on section 11 of the collective agreement.

Notwithstanding the above, other ways of paying sick pay can be agreed locally.

9. The employer will pay the full sick pay for the period of sickness to employees at the same time as normal payment of wages, in which case the employer will also withdraw the daily allowance or corresponding compensation (which may not exceed the amount of wages paid) to be paid to the employee for the same period on the basis of law or agreement. Other ways of payment can be agreed locally.

10. 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.

11. If an employee falls sick with the same sickness within 30 days of last being paid sick pay or sickness allowance, the calendar period for which the employer is liable to pay sick pay is considered a single period of sickness.

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.

Section 29 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. If arranging care or caring takes 1, 2 or 3 days, the absence will be considered an absence referred to in the agreement. The compensation will be paid on 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 practise 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. In the case of employees to whom the sick pay waiting period applies, the absence referred to in the agreement is 1, 2, 3 or 4 days. In this case the first day is the waiting period (see section 28, paragraph 4).

4. 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.

5. An employee whose child has a serious illness as referred to in section 4 of the Government Decision 1335/2004 (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 section 10, subsection 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, persons who live in permanent separation from their married or common law spouse and with whom their children live, and persons whose spouses are prevented from taking part in childcare due to military service or reserve training are considered single parents.

When a child falls ill during a working day

If a child falls ill during a parent's working day, the parent is paid wages on the day of the child's falling ill to the end of the shift. The day following the day of falling ill is the first day of absence as referred to in point 2 or point 3.

Recurrence of an illness

In the event that a child's illness recurs within 30 days, the days referred to in point 2 or point 3 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 temporary absence referred to in this agreement means the paid absence of 1, 2 or 3 days. The duration of absences must be assessed on a case by case basis, taking into consideration the possibility of arranging care and the type of illness. Hence, the agreement does not automatically entitle to three-day paid absence. When an absence is longer than agreed, 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.

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 30 Pregnancy and parental leave pay

1. Under the Employment Contracts Act, a birthing employee who has been employed for at least six months before childbirth is paid wages during their pregnancy leave on the working days included in a 35-day calendar period as of the first day of the coming pregnancy leave.

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 an employee 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 an employee 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 employee, or receive it from the employee for the period on which it has paid the employee pregnancy leave pay.

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

5. Pregnancy leave pay is calculated according to the average hourly wage based on section 11 of the collective agreement.

6. In conformance with the provision above in this section, the employee 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 31 Medical examinations

1. Statutory medical examinations

The employer will compensate loss of earnings incurred by an employee from attending medical examinations referred to in the Government decree on statutory occupational health care (1484/2001) and 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 when an employee 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. Nor is loss of earnings compensated for the duration of medical examinations performed on a waiting period day required by sick pay provisions.

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

Loss of earnings is compensated for during a medical examination in which the worker'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

Basis of calculation

The loss of earnings referred to above under points 1 and 2 is determined by the provisions for sick pay calculation and consolidation laid down in this collective agreement. Similarly, the provisions of this collective agreement on the compensation of travel expenses apply to the allowance referred to in the second paragraph of point 1.

Section 32 Other compensation

1. Birthdays

Employees who have been employed for three months are entitled to paid leave on their 50th and 60th birthdays if such occur on their workdays.

2. Weddings

Employees are entitled to paid leave on their wedding days.

3. Funerals

Employees are entitled to paid leave to arrange the funeral of a close relative or on their funeral days.

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.

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

4. Elected officials

The employer pays

a) to an employee who is a member of a municipal council or board, and

b) to an employee who is a member of a statutory election board or committee appointed for the purpose of state or municipal elections, compensation for loss of earnings during regular working hours caused by the meetings of the municipal council or board (paragraph a) or by the meetings of said election board or committee (paragraph b) in such a way that the employee receives full pay benefits, when considering the compensation for loss of earnings paid by the municipality.

The compensation will be paid when the employee has provided the employer with an account of any loss-of-earnings compensation paid by the municipality.

5. Military call-up

Employees are compensated for their loss of earnings for the duration of a military call-up.

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

6. 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.

7. Reserve training

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 employee did not participate in reserve training are taken into account in terms of the reservist pay.

8. Basis of compensation

The compensation referred to above in this section is paid on the basis of the average hourly wage in accordance with section 11 of the collective agreement.

CHAPTER VI ANNUAL VACATION AND HOLIDAY BONUS

Section 33 Annual holiday

1. Employees receive annual holiday under current legislation.

Minute:

The unions unanimously agree that holidays granted during and outside the holiday season should not occur in direct succession.

2. If work is halted during the holiday season, those employees who are not entitled to a holiday are not paid wages for the duration of the stoppage. Likewise, those entitled to a holiday are only paid for the length of holiday time they are entitled to under the law.

Annual holiday pay and holiday compensation

3. Annual holiday pay and holiday compensation are calculated in accordance with the provisions of the Annual Holidays Act, including the exceptions that

have been defined in the holiday pay agreement between Finnish Food and Drink Industries' Federation ETL and the Finnish Food Workers' Union SEL.

Dividing the holiday

4. Pursuant to 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 appropriate arranging of production and work. 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 employees in question on, for example, the dates of the holiday to be transferred.

With respect to the statutory holiday that is thus allocated outside the holiday season, a holiday bonus 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 can only 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, provided the right to transfer holiday concerns only the portion exceeding 21 holiday days.

Section 34 Holiday bonus

Employees are 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.

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

Employees 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 (2009/305) are 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 paragraph 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. Paragraph 3. 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.

- Retiring employees as referred to in paragraph 4 are 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 a 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.

CHAPTER VII MISCELLANEOUS PROVISIONS

Section 35 Prevention of risk of accidents and occupational disease

1. Necessary measures are taken to prevent accidents and occupational diseases.

2. Necessary measures are taken to prevent risk of occupational diseases by preventing the dissipation of gases and dust into air and arranging for sufficient ventilation to places where this will keep the air pure.

3. The parties consider it desirable that the expertise of the Finnish Institute of Occupational Health is drawn upon when it is deemed necessary to investigate the effect of heat, dust and other air impurities on working conditions at workplaces covered by this agreement.

4. 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.

5. 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.

6. Employers must pay special attention to occupational safety and the training of employees in places where the employee must work alone or where there is an especially high risk of accidents.

7. The unions state that training and education on occupational safety work is important and requires that the workplace development committee on occupational health and safety send information on occupational health and safety to occupational health and safety committees during the agreement period.

See Appendix 2.

Section 36 Protective clothing

The employer purchases, takes care and pays for protective clothing, -footwear and headgear.

Section 37 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 38 Control

Employers are entitled to arrange for working hour and production control using a time clock or other control device. The arrangement may not cause unnecessary loss of time to employees.

Minute:

When leaving a plant, employees are obliged to submit to inspection. The inspecting person must be of the same gender as the inspected

and the inspection must take place in a location where it does not attract attention.

Section 39 Maintenance of work equipment

Tools, machinery, raw materials, supplies, semi-finished goods and finished goods that are the property of the employer must be properly maintained and handled with due care and caution at work.

CHAPTER VIII TRADE UNION

Section 40 Collection of trade union membership fees

Collection of membership fees

The employer will collect, with the employees' consent, the membership fees of the Finnish Food Workers' Union SEL from employees' wages for each payment period. The membership fees will be paid to the bank account designated by the Finnish Food Workers' Union SEL. After the end of each year, employees will receive a certificate of the sum collected, for tax purposes.

Minutes:

1. 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.

2. Employers must notify the relevant chief shop steward of the ending of an employee's employment by using the notice-of-termination form.

Section 41 Shop stewards

1. For the purpose of carrying out the duties of a shop steward, the chief shop steward is granted time off work as required by the shop steward agreement and paid the following compensation as referred to in said agreement:

Time off work, compensation

Number of employees	Time-off hours/ week	Compensation, EUR/month Until 31 May 2023	Compensation, EUR/month **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

2. 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.

Application guideline:

Calculation example:

> *On 31 August 2023, there are 280 employees and on 28 February 2024 there are 250. The average number is 265 (280 + 250 divided by two). As of 1 March 2024, the time off is 20 hours per week and compensation is EUR 117 per month.*

3. The salary of full-time chief shop stewards should follow the pay trend of the occupational group they belonged to when they were elected chief shop steward.

4. For the purpose of carrying out their duties, chief shop stewards are entitled to receive information quarterly and in confidence on the following:

4.1 New employees:

- Name
- Department
- Wage group

4.2 Resigned employees

5. For the purpose of carrying out their duties, chief shop stewards are entitled to receive the following statistical information on the wages of personnel after the ETL’s statistics on wages have been completed:

- Average hourly income for regular hours of work, excluding separate shift and working conditions premiums and Sunday and overtime compensations

  - By pay category
  - By form of pay
  - Separately for men and women

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

The chief shop steward will be provided with the information mentioned within a reasonable time from the completion of employee pay statistics.

6. The employer is obliged to present the chief shop steward with a list of emergency and overtime work whenever requested, as required by the Working Hours Act, and to present a copy or other written account of a list of the amount of emergency and overtime work every quarter-year, as required by the Working Hours Act.

Minute:

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

Section 42 Occupational health and safety representative

Occupational health and safety representatives are compensated for loss of income 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:

	Until 31 May 2023	As of 1 June 2023
Number of employees	Compensation, EUR/month	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 is calculated by using confirmed multipliers specific to each sector.

See Appendix 3.

2. The time-off granted and the compensation paid to occupational health and safety representatives is determined on the basis of the average number of employees on the last day of August and February.

Application guideline:

Calculation example:

On 31 August 2023, there are 280 employees and on 28 February 2024 there are 250. The average number is 265 (280 + 250 divided by two). As of 1 March 2024, the compensation is EUR 117 per month.

Section 43 Trade union training

Employees are granted an opportunity to take courses offered by the Central Union of Finnish Trade Unions SAK and its trade unions without the termination of their employment, provided this does not cause substantial harm to production or the company's operations. Employees must notify the employer of taking a course at least two weeks before the start of the course when the course lasts no more than one week and at least six weeks before when the course lasts more than one week.

Employees' right to annual holiday or any other rights based on their employment will not be reduced by courses of one month or shorter.

Section 44 Use of notice boards

At factory sites, notices of the Finnish Food Workers' Union SEL and its local chapters may be posted only on notice boards designated for the purpose by the employer. The notices may not be in conflict with this collective agreement or contain anything offensive to either of the parties.

No other notices may be posted.

Section 45 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 agreement 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 such a place is not available, the parties must negotiate, if needed, to resolve the matter appropriately. The place of meeting must be chosen so that 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 46 Workplace visits

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 plant 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.

CHAPTER IX INDUSTRIAL PEACE

Section 47 Binding effect of the agreement

The parties to the agreement are obliged to ensure that employers and employees bound to this agreement comply with its provisions as conscientiously as possible.

Section 48 Negotiation procedure

1. In personal matters all employees will turn to their supervisor or the employer unless the matter concerns the application or interpretation of the collective agreement.

Obligation to negotiate

2. If the employer and an employee disagree in a matter concerning the application, interpretation or violation of this agreement, conciliation must be attempted without undue delay through local negotiation at the workplace. If the matter cannot be resolved at the workplace, it can be submitted to the unions for resolution.

Submitting to unions

3. If one of the local parties wishes to submit the matter to the unions for resolution, a memorandum must be drawn up of the matter, 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.

Minute:

When a local party has announced that it wishes to submit a matter to the unions for resolution, the memorandum must be drawn up without undue delay and no later than two weeks from the local party's demand that the matter be submitted.

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.

Section 49 Industrial peace obligation

It is forbidden to engage in a strike, industrial boycott or lockout, or take other corresponding action to alter this agreement during the period it is valid or to add supplements to it to attain the same outcome.

Section 50 Entry into force

This collective agreement will enter into force on 13 February 2023.

Section 51 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

SEPARATE MINUTES

AGREEMENT ON REDUCING WORKING HOURS 2003

1. Scope

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.

Employees whose regular working hours are at least 37.5 hours per week accumulate leave in the form of reduced working hours based on their actual hours worked. The above does not apply to employees who already receive imputed additional time-off (the so-called *Pekkasvapaa*). (This provision will enter into force on 1 October 2007).

Employees 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 Eve, Independence Day, Christmas Eve, New Year's Eve and Mayday.

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

See section 6 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 point 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

Employees accumulate time off in the course of the calendar year on regular days of work under the working hours arrangements referred to in point 1 as follows:

At least	17 work days	1 day of leave
"	34 "	2 days of leave
"	51 "	3 "
"	68 "	4 "
"	85 "	5 "
"	102 "	6 "
"	119 "	7 "

"	136	"	8	"
"	153	"	9	"
"	170	"	10	"
"	187	"	11	"
"	210	"	12.5	"

The following are considered time at work:

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

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

- Meetings of local municipal councils and boards and committees or permanent bodies established by them

- The Congress of the Finnish Food Workers’ Union SEL, and the meetings of its Council and Executive Committee

- An 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 (including any waiting days)

- 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 schedule.

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.

Leave must be at least one shift at a time unless otherwise is agreed between the employer and the employee.

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

Employees who earn an hourly wage are compensated based on average hourly earnings under the collective agreement. The compensation is made in conjunction with the payment of wages in the payment period in which the time off is taken.

Salaried employees will be compensated for their loss of earnings by paying them their full salary.

6. Daily overtime

When working hours are reduced by reducing the daily hours of work, working hours exceeding the reduced hours will be compensated as daily overtime.

7. Weekly overtime

When calculating weekly overtime, hours granted as time-off under this agreement will be considered as a reduction in regular work hours of the week in question.

8. Annual holiday

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

9. Temporary transition of part-time employees into full-time work

When part-time employees temporarily transfer to a 40-hour / at least 37.5-hour working week, they will be included in the scope of this agreement after having completed 40-hour / at least 37.5-hour working weeks successively for at least four weeks.

Application guideline:

After the completion of four weeks, the agreement concerning working time shortening will be applied to the employees, counting from the date when they began to do 40-hour / at least 37.5-hour working weeks.

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 wage, with the amount of leave for reduced working hours remaining at 100 hours, may be submitted by a shop steward to the unions for resolution. Shop stewards must be provided with such agreements for information.

11. Entry into force

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 2005

Section 1
The regular hours of work in discontinuous three-shift work are 35.8 hours per week on average.

Regular working hours may not exceed 8 hours per day.

Section 2
Working hours reduction also concerns discontinuous three-shift work that is done only during a part of the calendar year. The provisions of this agreement will also be observed in these cases, where applicable.

Section 3
The agreement’s provisions will be applied to employees who work morning, evening and night shifts without interruption in discontinuous three-shift work.

Section 4
The working hours must average 35.8 hours per week within a period of no more than a calendar year.

Section 5
If discontinuous three-shift work is done for part of the year, working hours must average 35.8 hours per week during the period of discontinuous three-shift work.

Minute:

If discontinuous three-shift work is done for part of the year, leave to average the working hours may also be granted immediately following a period of discontinuous three-shift work or compensated by paying a wage based on average hourly earnings.

Section 6
A working hours schedule 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 hours of work referred to in the collective agreement may not be extended when discontinuous three-shift work is done for short periods that include midweek holidays.

Section 7
In discontinuous three-shift work, loss of earnings caused by reduction of working hours will be compensated by a supplement of 10.5% of the employee's average hourly earnings on each regular hour worked under this working hours arrangement.

The average hourly income will be calculated in accordance with the relevant section of the collective agreement.

Section 8
The supplement (10.5%) will also be paid on regular hours of work for which the employer compensates travelling and training time and on the time for which the employer pays sick pay.

Section 9
The supplement (10.5%) will not be taken into consideration when calculating the average hourly earnings as referred to in the collective agreement.

Section 10
Earned supplements (10.5%) will be paid in accordance with the section of the collective agreement on wage payment by payment period.

It can be locally agreed that earned supplements (10.5%) are paid in accordance with the needs of the shift system used. Constancy of income should be taken into account.

Section 11
Leave days granted to average the working hours under a working hours schedule are considered as days at work for the purpose of determining annual holiday.

Section 12
In discontinuous three-shift work, work in excess of the weekly hours of work under the relevant working hours schedule will be compensated as agreed with respect to weekly overtime in the collective agreement.

Section 13
In the case of a transfer from a working hours arrangement referred to in this agreement to another arrangement or 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 earnings.

Section 14
Alternative averaging of working hours at 35.8 hours per week

1. Earned averaging leave is paid leave. Averaging leave will be compensated based on average hourly earnings as referred to in the collective agreement.

2. In addition, employees will earn a supplement of 3.2% of their average hourly earnings on each regular hour of work done under this working hours arrangement.

3. The supplement (3.2%) will also be paid on regular hours of work for which the employer compensates travelling and training time and on the time for which the employer pays sick pay.

4. The supplement (3.2%) will not be taken into consideration when calculating the average hourly earnings as referred to in the collective agreement.

5. Earned supplements (3.2%) will be paid in accordance with the section of the collective agreement on wage payment by payment period.

6. Annual holiday pay will be determined as in the case of those who receive the 10.5% supplement.

7. Granting paid averaging leave

Leave must by granted within the calendar year.

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 must be at least one shift at a time unless otherwise is agreed between the employer and the employee.

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

8. The provisions of this agreement are otherwise observed, where applicable.

Section 15
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.

Section 16
This agreement will be applied as a part of the collective agreement. This agreement will enter into force on 1 January 2005.

Helsinki 18 November 2004

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

Heikki Juutinen

FINNISH FOOD WORKERS' UNION (SEL)

Ritva Savtschenko

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

Section 1 Working hours and scope

Regular hours of work in continuous three-shift work 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 this agreement will also be observed in such work, where applicable.

Minute:

These minutes are applied to employees who work 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, working hours may also be averaged by making a corresponding monetary compensation in accordance with average hourly earnings or granting corresponding leave following the period of continuous three-shift work.

A working hours schedule 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 working hours may not exceed 8 hours per day.

Minutes:

Average weekly working hours do not include annual holiday time. 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 single and two-shift work must also be taken into account, in addition to midweek holidays.

Section 3 Compensating reduced working hours

In continuous three-shift work, loss of earnings caused by reduction of working hours will be compensated with a supplement of 15.6% of the employee's average hourly earnings on each regular hour worked under this working hours arrangement. The average hourly income will be calculated in accordance with the relevant section of the collective agreement.

The supplement will also be paid on regular work hours for which the employer compensates travelling and training time and on the time for which the employer pays sick pay.

The supplement will not be taken into consideration when calculating the average hourly earnings as referred to in the collective agreement.

Earned supplements will be paid in accordance with the section of the collective agreement on wage payment by payment period.

It can be agreed locally that earned supplements will be paid in accordance with the needs of the shift system used. Constancy of income should be taken into account.

Section 4 Annual leave

Under five-shift systems employees are 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 schedule as early as possible.

Leave days based on the working hours schedule 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 above.

Section 5 Overtime

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

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

In the case of either a transfer from a working hours 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 average hourly earnings.

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 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. Compensation for major holidays

Compensation for major holidays will be paid under the collective agreement.

11. 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.

12. 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 19 20	6
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.

Giving notice on the agreement referred to herein will be subject to local agreement.

14. An individual employee's withdrawal from weekend work

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

15. Entry into force

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

APPENDICES

APPENDIX 1

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.

APPENDIX 2

VALID APPLICATION AND INTERPRETATION GUIDELINES OF THE COLLECTIVE AGREEMENTS BETWEEN THE FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION (ETL) AND THE FINNISH FOOD WORKERS' UNION (SEL)

1. Application of average weekly working hours

The parties to the agreement unanimously agree that the average weekly working hours, as required by the collective agreement's section on working hours, should also be applied in those cases where it is not as purposeful in terms of production economics or altogether possible to carry out work as weekly overtime. In cases where average weekly working hours are applied, the shop steward must be notified at the earliest possible stage, however, no later than one week in advance.

2. Return to work in the middle of a working week

ETL recommends to its members that if an employee, who has been absent due to annual holiday, sick leave, accident or any other acceptable cause, returns to work at some other point than the beginning of the working week, this employee should not be asked to work on the Saturday or Sunday of that week, if these are his regular weekly days off. If, however, employees have to be asked to work on such day, they will be paid increased earnings in the same way as has been agreed between the parties with respect to weekly overtime.

3. Temporary transfer to continuous three-shift work

ETL recommends to its members that if it is necessary to transfer to continuous three-shift work for short periods at a time in order to even out production peaks or for other corresponding reasons, reasonable consideration should also be paid to how the participating employees can adjust to the change from discontinuous work to continuous work.

4. Medical examinations to mitigate risks of accident and occupational disease

In the collective agreement's section concerning the mitigation of risks of accident and occupational disease, it is considered advisable in order to mitigate these risks that member companies in the food and drink industries annually arrange medical examinations for their employees to monitor employee health.

5. Job rotation system

The parties to the agreement will pay attention to the development of a job rotation system in jobs where production line work causes apparent negative effects and where such system can be applied with respect to production.

6. Familiarisation and job instruction

The parties will pay attention to the development of familiarisation and its importance with respect to occupational safety. The employees participating in familiarisation must be provided with information particularly on company organisation, working conditions, and occupational health and safety regulations and organisation. Job instruction must consider the requirements set by the job in question and the working methods, factors relating to occupational health and safety, and previous experience of employees receiving instruction.

The parties recommend that, in companies where it is necessary and appropriate considering workplace size and other circumstances, company and employment presentation events be arranged for new employees to provide information on the company's organisation, negotiating procedure in collective agreement matters, occupational health and safety matters, social matters, trade union organisation-related matters and any other matters relating to employment. The company's chief shop steward and occupational health and safety representative must also be provided with an opportunity to explain the above matters in these events.

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. A worker's annual holiday pay and holiday remuneration shall be obtained by multiplying the average hourly salary referred to in paragraph 1 by the factor specified in the following table, based on the number of holiday days referred to in sections 5 and 6 (1) of the Annual Holidays Act:

Number 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

Notwithstanding the provisions of section 2, in companies in which the calculation of annual holiday pay has been based on the average daily pay system, the provisions of the Annual Holidays Act may continue to be followed in the calculation of the annual holiday pay and holiday compensation, with the exception, however, that instead of the coefficients provided in section 11, subsection 1 of the Annual Holidays Act, the following coefficients will be applied:

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

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 the employment contract in accordance with section 8:1 and 8:3 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. Termination of the employment contract during the trial period under the Employment Contracts Act section 1:4, subsection 4.

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 will 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

In the case of redundancies or lay-offs for financial and production-related grounds, the shop steward concerned shall be informed accordingly. 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 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 himself 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.

Any material changes in any of the above without delay

In companies with at least 30 regular employees, the company’s financial statements intended in chapter 3, section 10, subsection 1 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

APPENDIX 3

CALCULATING TIME CONSUMPTION OF OCCUPATIONAL HEALTH AND SAFETY REPS

Formula
Number of workers 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, manufacture of grain mill products, beverages and tobacco products (except the manufacture of soft drinks), manufacture of fish products, manufacture of sugar
0.179	Manufacture of vegetables, fruits, bakery products, chocolate and sweets, and other food products, manufacture of animal fodder
0.164	Manufacture of pharmaceutical products
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.

APPENDIX 4

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. Participating in the practical arrangements will be the occupational health care personnel and/or the person at the workplace designated as a contact in substance abuse matters, and also a representative of the employer who will make decisions concerning the right for absence from work and payment of earnings for the sick leave absence period, if the treatment takes place 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 personmay 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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