COLLECTIVE AGREEMENT

for the Dairy Workers

13 February 2023–31 January 2025

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

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

CONTENTS

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

PROTOCOL OF SIGNATURE ON THE REVISING OF THE COLLECTIVE AGREEMENT FOR DAIRY WORKERS

Date 13 February 2023

Place Office of the Finnish Food and Drink Industries' Federation

Present Union representatives

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

Section 1 Agreement period

This agreement supersedes the collective agreement valid between the parties during 1 February 2021–12 February 2023. 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 7** Instructor bonus as of 1 June 2023:

An appointed work instructor who, in addition to their own work, works as a work instructor, is paid a separate bonus of ~~56~~ 65 cents per hour. The supplement will be payable for instruction provided to on-the-job learners as well. (Vocational Training Act 630/1998).

- **Collective agreement section 11** Work clothes, the fourth paragraph:

The employer will provide all employees whose employment has lasted at least 3 months with the said kind of work shoes once a year. 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 36–37** The remuneration of shop stewards and occupational health and safety representatives as of 1 June 2023:

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

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

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

- A new collective **agreement section 15 a** will be added:

Section 15 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** Pregnancy and parental leave pay is amended to read as follows:

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

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

Application guideline:

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

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

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

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

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

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

- **Collective agreement section 30.3** Reserve training is amended to read as follows:

Employees are entitled to full pay benefits when considering the reservist pay paid by the Finnish Government. When calculating the

amount of the full pay benefit, only the days which would have been working days if the worker did not participate in reserve training are taken into account in terms of the reservist pay.

- A new paragraph is added to the end of the **collective agreement section 33** 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 a worker 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 worker, the employer needs a labour force for the same or similar tasks that were previously performed by the dismissed worker. 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 the collective agreement section 27 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 workers 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 according to the solutions will be implemented in the manner agreed by the union and the federation. The union and the federation state that in cases where a worker who has been covered by the working hours reduction scheme enters a part-time pension, for example, a part-time pension, partial early retirement pension, part-time child care leave, partial disability pension, or part-time

workers’ compensation pension, they deserve working hours reduction leave in proportion to the regular working time actually worked (TT 2004-77).

5.6. 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.

5.7. Lone working

Occupational Safety and Health Act: Chapter 5, Section 29

In work where a worker is working alone and where there is therefore a manifest hazard or danger to their safety or health, the employer shall ensure that such a hazard or danger is avoided or reduced to a minimum when working alone. The employer will also, considering the nature of the work, provide an opportunity for necessary communication between the employee and the employer, the representative appointed by the employer or other employees. The employer must also ensure that workers have suitable equipment or means to call for help.

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

5.8. Penalty fines

Compensatory penalties at local level (companies and union branches) in the dairy industry account for 11% of the respective maximum amounts under the Collective Agreements Act.

Section 6 Entry into force and period of validity

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

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

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

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

SUMMARY OF MAIN POINTS OF AGREEMENT

Salaries

MONTHLY SALARIES

Until 31 May 2023

	Helsinki metropolitan area*	I
Pay category	EUR	EUR
1	1,959	1,866
2	2,053	1,955
3	2,259	2,151
4	2,336	2,225
5	2,398	2,284
6	2,523	2,403

1 June 2023

	Helsinki metropolitan area*	I
Pay category	EUR	EUR
1	2,028	1,931
2	2,124	2,023
3	2,337	2,226
4	2,418	2,303
5	2,482	2,364
6	2,611	2,487

1 April 2024

	Helsinki metropolitan area*	I
Pay category	EUR	EUR
1	2,074	1,975
2	2,174	2,070
3	2,391	2,277
4	2,474	2,356
5	2,539	2,418
6	2,671	2,544

*Helsinki, Espoo, Vantaa, Kauniainen

MAINTENANCE DEPARTMENTS' MONTHLY SALARIES

Until 31 May 2023

	Helsinki metropolitan area*	I
Pay category	EUR	EUR
1	2,017	1,921
2	2,231	2,125
3	2,359	2,247
4	2,603	2,479

1 June 2023

	Helsinki metropolitan area*	I
Pay category	EUR	EUR
1	2,087	1,988
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1 April 2024

	Helsinki metropolitan area*	I
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1	2,136	2,034
2	2,363	2,250
3	2,498	2,379
4	2,756	2,625

*Helsinki, Espoo, Vantaa, Kauniainen

SENIORITY BONUSES

Duration of employment	Allowance
At least one year	EUR 51
5-10 years	EUR 85
10-15 years	EUR 107
15-20 years	EUR 131
20-25 years	EUR 174
25-30 years	EUR 195
more than 30 years	EUR 218

COLLECTIVE AGREEMENT

for

DAIRY WORKERS

I GENERAL PROVISIONS

Section 1 Scope of the agreement

This collective agreement lays down the terms and conditions of employment of dairy workers employed by the member companies of the Finnish Food and Drink Industries' Federation, workers of processed cheese factories and ice cream factories, as well as the maintenance departments of these establishments.

Section 2 Direction and assignment of work and the right to organise

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

Both sides shall enjoy the unfettered right to organise.

The motivation for taking relocation measures must not be arbitrary or pressure on an individual worker.

Minutes entry:

In the negotiations, SEL has drawn attention to the fact that the principle set out above must also be respected in the case of the transfer of workers from one form of working hours scheme to another.

3 § External workforce

Communication

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

If the making of such notification is not possible due to urgency of the work or some other reason, the notification will, however, be made at the earliest opportunity. The occupational health and safety representative will also be notified of the above.

Subcontracting

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

Minutes entry:

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

See section 8 of the general agreement 108.

Section 4 General agreements

The following general agreements have been concluded between the unions:

ETL/SEL Holiday pay agreement 2005.
ETL/SEL Agreement on protection against dismissal 2003.
ETL/SEL General agreement 2003.

The recommendation of the central organisations of 12 January 2006 on the prevention of substance abuse, treatment of substance abuse, and referral to treatment at workplaces is followed between the union and the federation.

Section 5 Dismissal

The employer will observe the following periods of notice:

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

The periods of notice to be observed by the worker are as follows:

Duration of continuous employment	**Period of notice**
no longer than 5 years	14 days
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.

Cancelling the employment relationship

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

Application guideline:

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

Section 6 Fixed-term employment contract

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

The chief shop steward has the right to be informed about a worker who has been engaged in a fixed-term employment relationship and the basis for the fixed-term employment contract.

Application guideline:

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. Where a fixed-term contract has been concluded in cases other than those mentioned above, or where fixed-term contracts have been concluded successively without good reason, the contract shall be considered to be an employment contract valid until further notice.

Especially in seasonal jobs, when concluding fixed-term employment contracts, the duration of the employment relationship cannot always be agreed upon precisely. In this case, the end date of the employment relationship should be determined as closely as possible by identifying the factors that affect the duration of the employment relationship.

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

In some cases, in practice, it has become unclear whether an employment contract has been concluded as a fixed-term contract or non-fixed-term contract. The union and the

federation therefore stress that, when the employment contract is concluded, its nature must be sufficiently clearly communicated to the worker.

II SALARY GROUPS, SALARIES, AND BONUSES

7 § Salary groups, wages, and salaries

Salary groups

Salary group

1. New worker in the dairy industry for 4 months.

2. Dairy worker for 5-12 months.

   Dairy subtasks, such as:
   - a subtask on a machine or production line as the only task.

3. Dairy work.

   The use of a production line and installation, as well as work of similar complexity.

   Work included in salary groups 5 and 6 for a maximum of 6 months.

   For the most demanding tasks in salary group 3, as well as for the multi-skilled workers, an increase of 1-5 per cent of the basic salary is paid. Such tasks are stated in the local negotiations.

4. Worker in the 3rd salary group after five years in the sector.

5. Work requiring independent management of demanding machines and tasks related to product deliveries and supplies.

   Work included in salary group 6 for a maximum of 6 months.

   Difficulty level and multi-skill competence as in salary group 3.

6. Specialist knowledge is required for important and responsible dairy work, such as the use of milk and whey powder machinery and making cheese, which requires a high level of professional skill and long-term experience in independent mastery.

Difficulty level and multi-skill competence as in salary group 3.

When a worker, through their training and experience, independently manages and performs work placed in salary groups 5 and 6, they are placed in the salary group in question regardless of the indicative training periods (6 months and 6 months) mentioned in the salary group.

Minutes entry 1:

Workers under the age of 18 years are paid 80% of the basic salary of the first salary group for a period of three months.

Minutes entry 2:

The monthly salary of operators of aseptic and demanding packing machines, forklift drivers (over 2 years of experience), and operators of wash centres shall be 2% higher than the salary in salary group 5.

Minutes entry 3:

Cost-of-living classification

In Helsinki, Espoo, Kauniainen, and Vantaa, the salary regulations of the Helsinki metropolitan area are complied with.

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.

Monthly salaries

Until 31 May 2023

Helsinki metropolitan area*		I
Pay category	EUR	EUR
1	1,959	1,866
2	2,053	1,955
3	2,259	2,151
4	2,336	2,225

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5	2,539	2,418
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*Helsinki, Espoo, Vantaa, Kauniainen

Maintenance department workers

The conditions of pay and employment applicable to the workers of the maintenance departments, such as metal workers, maintenance workers, stokers, carpenters, electricians, builders, and other such workers working in the facilities covered by this collective agreement, shall be governed by this agreement.

PAY CATEGORIES OF THE MAINTENANCE DEPARTMENT EMPLOYEES

Pay category 1

Simple maintenance duties

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

Pay category 2

Maintenance duties

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

Pay category 3

Demanding maintenance work

Trainee in salary group 4 work for 2 years
Worker assisting a skilled worker doing a variety of tasks
After 6 months
Caretaker
The work of a stoker as the only task
Outdoor worker with versatile outdoor work after 6 months
Worker with 3 years of general vocational school for 2 years

Salary group 4

Skilled work

A caretaker and a stoker with various maintenance tasks, with more than five years of professional experience
A skilled worker able to work independently with more than 4 years of professional experience

Multiple task skills supplement and job difficulty supplement

The worker is paid a bonus that is locally separately agreed according to the following criteria:

1 A person masters several basic occupations in salary group 4 in the maintenance departments and is ready to move to other tasks so that their versatile professional skills can be

put to use in practice. In this case, a person with multi-skill competence is paid at least a 1-7% increase to the minimum salary of the guideline hourly wage of salary group 4.

2 Installation, repair, adjustment, maintenance, and operation of complex machinery and equipment that require special familiarity and professional knowledge or special training. In this case, the worker is paid at least a 5-20% increase to the minimum salary of the guideline hourly wage of salary group 4.

Special training means, for example, training organised by a company or provided by a supplier of equipment.

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

The agreed bonuses shall be implemented from the beginning of the pay period following the agreement.

Circumstances supplements

The conditional bonuses are agreed locally.

Vocational school, vocational and employment courses, and so on

3-year vocational school

Half of an approved degree that is completed according to the curriculum is counted as employment.

Vocational and employment courses, and so on, as well as working in related professions.

A period counted as employment must be agreed locally.

However, in any case the employees are required to have worked in pay category 3 for at least a year.

Discussion memorandum.

Maintenance departments' monthly salaries

Until 31 May 2023

Helsinki metropolitan area*		I
Pay category	EUR	EUR
1	2,017	1,921
2	2,231	2,125
3	2,359	2,247
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2	2,363	2,250
3	2,498	2,379
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*Helsinki, Espoo, Vantaa, Kauniainen

BONUSES

1. Seniority bonuses

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

Duration of employment	Allowance
At least one year	EUR 51
5-10 years	EUR 85
10-15 years	EUR 107
15-20 years	EUR 131
20-25 years	EUR 174
25-30 years	EUR 195
more than 30 years	EUR 218

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

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

Implementing provision:

When concluding an employment contract, the worker must, together with the employer, clarify their previous employment relationships with the company or the group company in order to be included in the seniority bonus from the beginning of the employment relationship.

A worker’s absence for a maximum of three years during which the employment relationship is valid is considered to be a period of accrual. The start of a new three-year period requires at least three months' paid employment, of which one month must be effective employment.

The seniority bonus is a separate bonus, which is paid in addition to the basic salary in accordance with the collective agreement and the worker's personal monthly salary.

The seniority bonus shall be paid for the period of annual holiday and shall be taken into account when calculating the holiday bonus.

The seniority bonus is not taken into account when calculating the salary paid to the worker for overtime and Sunday work, or for morning work compensation and shift work bonus.

When the worker becomes entitled to the allowance based on their period of service, the allowance shall be paid from the beginning of the calendar month following the completion of the relevant year level.

The daily seniority bonus is calculated in accordance with section 20.

Part-time workers

A part-time worker's right to accrue the period of service is calculated on the basis of the duration of the employment relationship. In this way, a part-time employee whose employment relationship has lasted more than a year, will be included in the system.

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

2. Instructor bonus

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)

3. Refrigerated warehouse bonus

A worker working in a refrigerated warehouse is paid a bonus of 102 cents for the hours they have to work in the refrigerated warehouse space. The number of hours of work eligible for this bonus can be estimated locally, and the same bonus amount can be paid monthly.

4. Heavy work bonus

A special conditional bonus is paid for the continuous lifting and moving of heavy loads and the bagging of whey and curry powder at a rate of 5 cents per hour.

Application guideline:

Bonus for lifting and moving of heavy loads

The payment of the special conditional bonus requires that the working conditions differ from the general working conditions of the sector in question. The payment of the bonus requires that the work is heavy due to lifting or moving, so that the work involves repetitive stress factors.

The amount to be paid per hour is determined on average by the proportion of working time spent on heavy work in relation to total working time.

Section 8 Organisation of work and transfer to another job

If a worker is permanently transferred to another job and their salary group changes, the salary according to the new salary group is paid from the beginning of the calendar month or pay period following the transfer.

When a worker is temporarily transferred to work in a job included in a higher salary group and the transfer takes at least two weeks, they are paid according to the higher salary group from the beginning of the transfer. Similarly, the procedure is followed when a worker is temporarily transferred to a job included in a lower salary group.

Section 9 Payment of salary

Wages and salaries are paid as monthly payments twice a month.

The worker is entitled to receive an explanation of the basis for determining the last salary paid to them.

Application guideline:

According to Chapter 2, Section 16 of the Employment Contracts Act, the employer must provide the worker with a statement showing the amount of the salary and the criteria for determining it.

It can be agreed locally that the salary is calculated once a month and 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.

Section 10 Travel costs and daily allowances in 2023

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

(a) The employer shall reimburse all necessary travel expenses. Necessary costs include the prices of train, boat, and airline tickets in second class, baggage costs and, in the case of overnight travel, sleeper tickets in second class.

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

If a worker, by order of the employer or with the consent of the employer, drives other persons in their car, 4 cents/km will be paid in addition to the aforementioned compensation for each person involved.

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 transporting a trailer, the kilometre allowance shall be increased by 9 cents.

b) A daily allowance refers to compensation for the increase in meal and other costs of living caused to the employee by the work travel. Compensation for travel and accommodation is not included in the per diem allowance. The payment of the per diem allowance requires that the special place of work is more than 15 km from the worker's actual place of work or apartment or, if the trip is to another municipality, more than 5 km from the municipal border.

The trip is considered to have started when the worker leaves the workplace or, when separately agreed, their apartment, and to have ended when the worker returns to their workplace or apartment.

Depending on the duration and destination of the business trip, the per diem allowances are as follows:

1. The full per diem allowance is paid when the trip has taken more than 10 hours. The full-day allowance is 48 euros.

2. A partial per diem allowance is paid when the trip has taken more than 6 hours. The part-day allowance is 22 euros.

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

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

c) If a worker has to spend the night on the trip and the employer does not provide free accommodation, in addition to the travel expenses and per diem allowance, the employer shall reimburse the accommodation expenses incurred for the accommodation in accordance with the supporting documents attached to the invoice, up to the maximum limits of the State Travel Regulations. If the travel has required staying overnight and the employee presents no invoice for the accommodation, an overnight travel allowance equal to the part-day allowance will be paid.

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

e) The per diem allowance of a worker carrying out sampling of farm milk tanks and suction systems of the transportation of milk as the only task is in accordance with the collective agreement for drivers. The other workers carrying out this work will be covered by the dairy sector's meal money regulations, subject to a payment of EUR 11 for a trip of more than 10 hours.

A trip abroad that is made on the employer's orders is reimbursed for travel expenses and accommodation, as well as a per diem allowance, as agreed between the employer and the worker in accordance with the principles of this section and the State Travel Regulations.

If changes in kilometre allowances or monetary compensations are agreed in the general collective agreements for government, they shall enter into force as part of this agreement, after the union and the federation have recorded the changes.

Exceptions to the provisions of this section may be made in the company's travel regulations if the alternative thus applied results in an outcome that is, on average, equally favourable to the worker.

Minutes entry:

Any increase in costs resulting from trips between different locations of the same company shall be determined and reimbursed on a company-by-company basis, taking into account also the time spent on the trip.

Where the normal duties of a worker require frequent travel or where, by reason of the nature of the duties, the worker decides on the performance of their travel and the use of their working hours, the payment of these may be agreed as a separate fixed monthly compensation in lieu of the per diem allowance and meal money provisions of this section.

Section 11 Working clothes

The employer purchases, pays for, and maintains the necessary working clothes.

For justified reasons, this benefit may be replaced by a cash payment of EUR 15 per month.

Work shoes

For justifiable reason, this benefit (section 26) may also be compensated by monetary compensation of 15 euros per month.

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

III WORKING HOURS

12 § Working hours

Regular working hours are determined in accordance with section 7 of the Working Hours Act and have a maximum of 80 hours in a two-week period.

Minutes entry 1:

The daily working time shall be organised in such a way that it is continuous, with the exception of the rest period provided for by legislation.

The working time in continuous three-shift work has been agreed upon in separate minutes between the union and the federation.

The working time in discontinuous three-shift work has been agreed upon in separate minutes between the union and the federation.

The reduction of working hours in one- and two-shift work has been agreed upon in separate minutes between the union and the federation.

Section 13 Working hours trials

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 union and the federation will follow the working hours trials.

Section 14 Weekly free time

The worker is given the days off work on a weekly basis, and the granting of days off is based on the need for productive work.

1. Two days of uninterrupted free time. The days off are given so that the second day off rotates on a weekly basis.

2. For a day off on a Sunday, the second day off is either Saturday or Monday.

3. For a day off on a Sunday, the second day off rotates on a weekly basis.

4. When a facility or one of its departments operates only five days a week, the placement of days off is negotiated taking into account the need for production and workers' requests.

5. Where a work period includes religious holidays, New Year's Day, May Day, or Independence Day, its length shall correspond to the general working time of the industry to be observed in each year. Any shortening of the work period may take place either during the work period concerned, or mainly during the following or preceding work period.

Minutes entry:

For special reasons, the reduction in working time caused by the Christmas week may also be subject to a longer working time adjustment period than that provided for in section 5.

Section 15 Overtime

Overtime work is carried out with the worker's consent within the limits of the legislation.

Overtime is considered to be periodic work that is performed during a period of two weeks in addition to the maximum referred to in section 12 above.

Section 15 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 16 Compensation for a long working day

1. If the daily working time exceeds 8 hours, the worker is paid a 50% pay increase for the first two hours of the long working day and 100% for the hours after that.

Work done on the eves of holidays and public holidays

Minutes entry 1:

After 8 hours of work done on a Saturday and on the eve of a holiday or a public holiday, the compensation for a long day is 100% increased hourly salary.

Work continued after the change in workday (past midnight)

Minutes entry 2:

When a worker has worked for at least 8 hours and continues to work without interruption past midnight, compensation for a long working day is also paid for the hours of the second working day just started. In such cases, these hours shall not be taken into account in the calculation of the remuneration for the work carried out during the day in question.

2. If a worker has worked more than 80 hours during the two-week period of their working hours under the working hours scheme, they shall be paid an hourly wage in addition to the allowances referred to in paragraph 1 above for the hours exceeding the said hours.

Minutes entry 1:

When the working hours of the work period have been shortened in accordance with Section 14 (5), the above-mentioned compensation is paid after the abovementioned shortened working hours.

Minutes entry 2:

If a worker is unable to work due to annual holiday, sickness, accident, lay-off for economic or production reasons, a trip made on the employer's orders, or military refresher training, such days of absence shall be taken into account, if they would otherwise have been the worker's working days according to the working hours scheme, when calculating the compensation under section 16 (2), as if they had been working for 8 hours.

I EXAMPLES OF COMPENSATION FOR LONG WORKING DAYS

1.

Compensation %	Hours worked during the period													Total
	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	
	8	10	8	12	8	-	-	10	8	6	4	-	-	6	80 h
50%		2		2				2							6 pcs
100%				2											2 pcs

In the above example, in addition to the monthly salary, the worker is paid a 50% increase for 6 hours and a 100% increase for 2 hours, meaning total compensation equivalent to 5 hours of salary (6 x 0.50 + 2 x 1.00 = 5). In addition, the Sunday work increase must be paid according to the legislation as before, so it is not taken into account in the example.

2.

	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su		
	8	10	8	12	8	-	-	10	8	6	8	-	-	6	84 h	= 4
50%		2		2				2							6 x 0.50	= 3
100%				2											2 x 1	= 2
																9

The compensation for a long working day is the same as in the previous example (compensation equivalent to 5 hours' salary). Since more than 80 hours (84) have been worked in the working hours scheme included in the period, a basic amount of 4 hours is paid in addition to the monthly salary. In addition to the monthly salary, an amount equivalent to 9 hours of salary is paid.

Section 17 Day-off compensation

Work performed by the worker on one or more days off included in a pre-determined two-week period is compensated by paying the hourly wage for the first 8 hours, increased by 50%, and for the following hours, increased by 100%.

Examples of day-off compensation

1.

M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su		
8	8	8	8	8	-	-	8	8	8	8	-	-	8		= 80 h
					7						6			= 13 h	= 13
50%					7						1			= 8 h x 0.5	= 4
100%											5			= 5 h x 1.00	= 5
															22

A person has worked 80 hours on working days in accordance with the working hours scheme and 7 + 6 = 13 hours on declared days off. The day-off compensation equals 13 hours of basic salary, plus an increase of 50% for up to 8 hours and 100% after that. In addition to the monthly salary, an amount equivalent to 22 hours of salary is paid as day-off compensation.

It should be noted, however, that work performed on a Sunday is paid with an additional 100% Sunday bonus.

2.

	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	
	8	7	8	7	8	-	-	8	8	7	8	-	-	8	= 77 h
						6									= 6 h = 6
50%						6									= 6 t x 0.50 = 3
100%															9

A basic amount and a 50% increase are paid for the work done on the day off, meaning compensation equivalent to a total of 9 hours of salary.

The compensation for a long working day is not paid at the same time as the day-off compensation.

It should be noted, however, that work performed on a Sunday is paid with an additional 100% Sunday bonus.

Easter Saturday, Midsummer, or Christmas Eve

2. When a worker works on Easter Saturday or Midsummer or Christmas Eve according to their working hours scheme, they are paid a separate compensation of 50% for up to 8 hours and 100% after that.

If, according to the working hours scheme, the days mentioned had been days off, 100% day-off compensation would be paid for the days in question.

Section 18 Major holiday pay

1. When a worker works on Christmas Day, Boxing Day, Epiphany, Good Friday, Easter Sunday, Easter Monday, Midsummer day, or the Sunday after Midsummer, they are paid major holiday pay so that the salary exceeds the basic salary by at least 200%.

2. The work on Easter Saturday, Midsummer Eve, and Christmas Eve will be compensated by an increase of 200% after 4 p.m., as it is counted as working on a major holiday.

Application guideline:

The major holiday pay covers:

- *the Sunday bonus;*
- *the compensation for a long working day; and*
- *the day-off compensation.*

The major holiday pay does not cover:

- *morning work compensation;*
- *weekly rest period compensation;*
- *shift work bonus;*
- *evening work compensation.*

The morning work compensation and the weekly rest period compensation are calculated from the unincreased salary, and

the shift work bonuses and the evening work compensation are calculated as 100% of the increased salary.

Section 19 Morning work, shift work, evening work, night work, and Saturday bonuses and compensations

Morning work compensation

In shift work other than three-shift work, a 100% increase is paid as a morning work compensation for work done before 6 a.m.

Application guideline:

The morning work compensation is paid when the worker's shift starts at midnight or after it.

Shift work bonuses

Workers involved in shift work are paid a shift work bonus of 15% of the guideline hourly salary for the evening hours and 30% for the night-shift hours.

Minutes entry:

If a worker in shift work works for more than 8 hours a working day, they will be paid for the hours exceeding the said number of hours in accordance with Section 16 of this agreement, increased by the shift work bonus in accordance with the shift during which they have worked.

Evening work compensation

For work performed after 4 p.m., if the work is not shift work, an evening work compensation of 15% of the guideline hourly salary is paid.

Application guideline:

However, when the worker's shift starts at 2 p.m. or after, an evening work compensation is paid from the beginning of the shift.

Example 1:

A worker has started work in the morning so that they have worked for 8 hours at 3 p.m. After that, they will receive compensation for a long working day. If the person continues their work after 4 p.m., no evening work compensation is paid.

Example 2:
A worker has worked for 8 hours at 6 p.m. After 4 p.m., they will be paid evening work compensation. If they continue to work after 6 p.m., they will be paid compensation for a long working day and still receive an evening work compensation. The evening work compensation (15%) is calculated from the salary increased by the compensation for a long working day. The reason for paying the bonuses in this case in parallel is that the person already earned an evening work compensation during their "normal" 8-hour work.

Night work compensation

A night work compensation is paid for regular work performed between 9 p.m. and 6 a.m. However, no night work compensation is paid for shift work or if the worker is paid a morning work compensation.

Application guideline:

The morning work compensation is paid when the worker's shift starts at midnight or after it.

Saturday bonus

Regular work performed on a Saturday is paid with an increase of 15% between 6 a.m. and 4 p.m.

For work done after 4 p.m. on Saturday, the worker will be paid an increase of 100% (as on Sundays).

Continuous three-shift work pays an increase of 100% from the start of a Saturday night shift (one extra shift).

Examples of compensations for work done on a Saturday

I. Saturday is the worker’s working day from 10 a.m. to 6 p.m. according to the working hours scheme.

To be paid:

- Saturday work bonus 15% from 10 a.m. to 4 p.m.

- Saturday work bonus 100% from 4 p.m. to 6 p.m.

II. Saturday is the worker's working day from 6 a.m. to 6 p.m. according to the working hours scheme.

To be paid:

- Saturday work bonus 15% from 6 a.m. to 2 p.m.

- Compensation for a long working day from 2 p.m. to 4 p.m. increased by a Saturday work bonus 15%

- Compensation for a long working day from 4 p.m. to 6 p.m. increased by a Saturday work bonus 100%

III. The worker has an evening shift on Saturday according to the working hours scheme from 2 p.m. to 10 p.m.

To be paid:

- Evening work compensation 15% from 2 p.m. to 4 p.m.

- Saturday work bonus 100% from 4 p.m. to 10 p.m. increased by an evening work compensation 15%

IV. The worker works on a Saturday from 8 a.m. to 6 p.m. on their day off.

To be paid:

- Day-off compensation 50% from 8 a.m. to 4 p.m.

- Day-off compensation 100% from 4 p.m. to 6 p.m.

- Saturday work bonus 100% from 4 p.m. to 6 p.m.

Section 20 Calculation of daily and hourly salaries

When calculating the amount of a worker's part-time salary, the worker's working day salary is obtained by dividing the monthly salary by the

number of working days included in the relevant month under the working hours scheme.

When calculating the amount of a worker's part-time salary, the worker's hourly wage is obtained by dividing the monthly salary by 169. This divisor shall also be used for the payment or retention of compensation within the meaning of the Protocol on the reduction of working time in the dairy sector.

For the purpose of calculating compensations for long working days and the percentage-based compensations and bonuses and the emergency bonus, the basic salary shall be calculated by dividing the monthly salary by 160 when the 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.

Change of hourly pay to monthly salary

The monthly salary is obtained by multiplying the hourly pay by 175.

Part-time workers:

Hourly pay divisor 160.

Section 21 Rest periods

If workers have not been given a special lunch hour, they must be given the opportunity twice a day to have lunch or enjoy a coffee they bring with them or that is available at work, at a time determined by the work management.

Section 22 Working hours scheme

For all work covered by this contract, the employer shall establish a working hours scheme, specifying the days off and the work starting times. Where the nature of the work so permits, lunch hours and rest periods, as well as the work ending times, must be indicated.

Minutes entry 1:

The working hours scheme for shift work and part-time work shall be brought to the attention of workers in good time, but at least one week before the beginning of the period referred to therein. After this notice period, the working hours scheme can only be changed with the worker's consent or for a compelling reason related to the organisation of work.

Minutes entry 2:

If there is a permanent deviation from the established working hours scheme, the workers or groups of workers concerned shall be informed at least one week before the change is implemented.

Section 23 Call-out and stand-by work

When a worker is called to work outside of their regular working hours, after leaving the workplace, they are paid at least one hour's salary, and overtime compensation if and when they work overtime. In addition, special emergency bonus is paid as follows:

(a) If a worker is called to work after regular working hours or on the worker's day off, but before 9 p.m., compensation equivalent to two hours' pay; and

(b) if the call-out was issued between 9 p.m. and 6 a.m., compensation equivalent to three hours' pay. If the work is also overtime, the overtime compensation in the cases referred to in this paragraph shall be 100% immediately from the start of the said work.

When, during their regular working hours ending at 4 p.m., a worker is informed that they should return to work on the same day to work overtime commencing after 9 p.m., they shall be paid additional compensation equal to the two hours' pay referred to in subparagraph (a) above, excluding overtime.

Application guideline:

When an employee is called to work during a day for which there are no public transport connections, or so urgently that it is not possible to use public transport or other suitable means of transport on the journey to or from the workplace, the worker is reimbursed for travel expenses.

Stand-by

When, in accordance with an agreement that must specify the length of the stand-by period, a worker is obliged to stay in their home, from which they may be called to work, they are paid half the salary for such a stand-by period. On-call duty time will not be considered as actual working hours.

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

For the purposes of this section, the summoning of a stand-by worker shall not be subject to the provisions relating to call-out work.

Section 24 Special provisions for processed cheese factories, durable packaging plants, ice-cream factories, and milk powder and whey concentrate departments

Regular working hours

Regular working hours are up to 8 hours per day and 40 hours per week. However, the daily regular working time may be extended on one or more days of the week, but not by more than one hour, provided that the working time on other days of the same week is correspondingly shorter.

By way of derogation, for necessary production needs, the regular weekly working hours may also be arranged in such a way that:

for day work and two-shift work, the working hours add up to an average of 40 hours per week over a period not exceeding four weeks, provided that a working hours scheme is established in advance for the period during which the weekly regular working hours are adjusted with the said average.

Weekly free time

1. In processed cheese factories, if there is no other day off in the week in addition to Sunday, workers are given a day off on Saturday or, if this is not possible, on Monday in accordance with the Act.

In ice-cream factories and milk powder and whey concentrate departments, the days off are given in continuous two- and three-shift work, if possible, in succession or in connection with the weekly day off, so that the uninterrupted weekly free time is at least two days. The primary day off is Sunday.

In single shift work, the second day off is given either on Saturday or Monday or, if this is not possible, so that the second day off rotates on a weekly basis. With the worker's consent, days off can also be given on a fixed day of the week.

2. Processed cheese factories, durable packaging plants, and ice-cream factories shall comply with the general industrial working time arrangements for New Year's Day, May Day, or Independence Day in the weeks including religious holidays, unless production-technical reasons dictate otherwise.

Overtime

For work beyond the daily regular working hours, the first two hours will be paid with an increase of 50% and the subsequent hours will be paid with an increase of 100%. Weekly overtime is paid at 50% for the first eight hours and 100% for the following hours.

Section 25 Seasonal variation

If seasonal variations in production so require, the days off to be granted in May-August, or part of them, may be postponed to a later date before the end of the following April.

During the period from which the days off have been postponed to a later date pursuant to the preceding paragraph, the regular working hours shall not exceed 96 hours in any two-week period.

During the period in which the postponed days off are granted, the regular working hours shall not exceed 64 hours in any two-week period, unless the postponed days off are granted as one or more uninterrupted holiday periods at a time stipulated by the employer.

If a worker is unable to take their days off due to termination of employment, illness, or any other acceptable reason, this work of more than 80 hours in a two-week period shall be reimbursed as overtime.

Minutes entry:

The practical implementation of the arrangement referred to in this section must be discussed in good time with the shop steward, and the consent of the union and the federation must be obtained for its introduction.

IV PAID ABSENCE

Section 26 Sick pay

1. When a worker who has been employed by the employer for a month is prevented from working due to illness, accident, or quarantine imposed on the basis of section 20 of the Communicable Diseases Act, and has not caused the illness or accident intentionally, by criminal activity, or by their carelessness or other gross negligence, the employer shall pay them salary on the working days included in the calendar period of the duration indicated below:

An employment relationship that, before the occurrence of incapacity for work

has continued continuously	Calendar period
at least 1 month but less than 3 years	28 days
at least three years, but less than five years	35 days
at least five years, but less than ten years	42 days
10 years or more	56 days

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

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

Application guideline:

In work of a seasonal nature the one-week employment minimum is applicable when employment has continued for at least three continuous months and the employee returns to the

seasonal work no later than 10 months from the end of the previous seasonal employment.

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

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

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

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

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

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

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

7. The daily salary for the sick pay period of a monthly-paid worker is calculated on the basis of section 20 of the collective agreement. The salary or part of the salary is paid only for the days which, according to the work schedule, would have been the worker's working days.

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

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

9. However, sick pay is not paid if the worker has caused the illness or accident intentionally, by criminal activity, by their carelessness, or through other gross negligence.

If the per diem allowance is not paid for a reason that is dependent on the worker, or if it is paid at less than what the worker would be entitled to under sections 16 and 17 of the Health Insurance Act, the employer has the right to deduct from the sick pay the part that has not been paid, in whole or in part, due to the worker's actions.

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

Application guidelines:

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

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

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

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

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

5. The worker is also entitled to the compensations and bonuses for, for example, shift work, evening work, and morning work at the amount that they would have earned while working according to the work schedule. The Sunday bonus is not taken into account in sick pay.

A local agreement can also be reached on a similar calculation method, which takes into account the aforementioned compensations and bonuses.

Section 27 Pregnancy and parental leave pay

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

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

Application guideline:

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

3. The sum received under law or this agreement by 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 worker on the basis of voluntary insurance paid for entirely or in part by the worker.

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

4. In the event that a pregnancy allowance is not paid to the worker due to the worker's negligence or the paid allowance is lower than what the

worker is entitled to under the Sickness Insurance Act, the employer is entitled to deduct from the pregnancy leave pay the prenancy allowance or part thereof which has not been paid due to the negligence of the worker.

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

Section 28 Sick children

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

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

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

2. As a result of arranging or caring for a sick child, the worker is paid salary for the working days included in a calendar period of not more than four days. When a worker has to leave work during the working day, this is considered to be the first day of the period. Payment of compensation requires that the child's illness and the absence caused by it is reported in the same way as the worker's own illness, according to the collective agreement or any practice adopted by the company. Paid days of absence due to a child's illness shall be treated in the same way as days equivalent to working days within the meaning of the Annual Holidays Act.

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

4. An employee whose child has a serious illness as referred to in section 4 of the Government Decision 1335/2004 (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 chapter 10, section 2 of the Health Insurance Act, provided that they agree with the employer on the absence in advance.

Application guidelines:

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

The absence is conditional on both parents being gainfully employed. As a rule, the parents should primarily arrange for care. An employee may stay at home only when care cannot be arranged. In the event of absence, the child's parents are required to provide – as explanation for the necessity of the absence – only information concerning the possibility of the child's place of care and of family members living in the same household to care for the child and of their suitability for the task. In other words, the employer does not need to be persuaded of the unavailability of neighbours, municipal home aid or other carers. Family members mean the grandparents and older siblings of the child in question and others living in the employee's household.

Single parents

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

Recurrence of an illness

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

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

Duration of absence

The short temporary absence referred to in this agreement means the paid absence of a maximum of four working days in the calendar period. The duration of the absence must always be assessed on a case by case basis, taking into consideration, for example, the possibility of arranging care and the type of illness.

Hence, the agreement does not automatically entitle to paid absence. When an absence is longer than the above-mentioned absence, no compensation is paid. However, it is natural that a sick child cannot always be left alone if the child's illness lasts 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 length of such paid absence is the time taken to travel to and from work.

Section 29 Medical examinations

1. Statutory medical examinations

The employer shall compensate the employee for the loss of earnings for statutory medical examinations during employment and during the trips corresponding to the regular work hours lost during the employment period within the meaning of the Government Decree (1484/2001) on the principles of good occupational health care practice, the content of occupational health care, and the qualifications of professionals and experts. The same applies to the examinations provided for in the Young

Workers' Act (998/93) and the Radiation Act (592/91). In addition, the same rule is observed in those examinations required by the Occupational Health Care Act (1484/2001) which result from the transfer of a worker within the same company to a position where a medical examination is required.

A worker who is sent to the examinations referred to in the aforementioned sections of the legislation or who is ordered a check-up during such an examination will also be reimbursed by the employer for the necessary travel expenses. If the examinations or further examinations are conducted in another municipality, the employer will also pay an allowance.

If the examination takes place during the worker's leisure time, an amount corresponding to the minimum per diem allowance according to the Health Insurance Act is paid to the worker as compensation for additional expenses.

2. Other medical examinations

The conditions for the reimbursement of loss of earnings are as follows:

Basic conditions (applies to all points (a) to (e))

There must be a case of illness or an accident in which it is necessary to have a medical examination quickly. The worker must present a report of the medical examination approved by the employer (e.g. a medical certificate or a medical fee receipt) and, if the employer so requests, a statement of how long the medical examination took, with waiting and reasonable travel times.

In the case of an illness or accident other than those referred to in the previous paragraph, the worker is required to book an appointment during working hours only if an appointment is not available outside working hours for a reasonable period of time (e.g. normally one week). The worker must provide a reliable statement that they have not been able to receive an appointment outside of working hours.

The worker must inform the employer in advance of their visit to the doctor. If, for reasons of force majeure, the notification cannot be made in advance, it shall 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.

When the illness is due to gross negligence or willful misconduct, the 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 or disease

For the duration of the medical examination required for a chronic illness, provided that the examination is carried out by the specialist in question in order to define the treatment.

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

For the purpose of defining the treatment during the medical examination of the speciality concerned, providing an order for the purchase of an aid device, such as glasses.

For the duration of the medical examination necessary to determine the treatment of an illness previously diagnosed, only if medical 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. Such a topical requirement must be clarified by a medical certificate.

d) Medical examinations and examinations related to pregnancy

For the purpose of obtaining a doctor's certificate or a certificate from a health care centre required to obtain a maternity allowance in accordance with the Health 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 certificate issued by a dentist.

3. Calculation

The loss of earnings referred to in points 1 and 2 above is determined according to the rules for calculating and coordinating the sick pay of the relevant collective agreement. Similarly, the provisions of said collective agreement on the compensation of travel costs apply to the allowance referred to in the second chapter of section 1.

Section 30 Special compensations

1. Birthdays

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

2. Funerals and weddings

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

The spouse, children, grandchildren, and adopted children of the worker, their parents, grandparents, brothers and sisters, and parents and grandparents of the spouse and cohabiting partner (a person who has lived permanently in the same household) are considered close relatives.

Minutes entry:

> *If the funeral of a close relative is so far away that the worker cannot reasonably be expected to travel to or from the place of the funeral by means of public transport on the day of the funeral, they shall, if travelling on their working day, be given one paid day off to travel.*

3. Reserve training

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

4. Military call-up

The participation of a worker liable for military service in a military call-up, and the resulting absence from work, shall be regarded as an acceptable reason for absence within the meaning of the agreement and shall not cause a reduction in their earnings.

Minutes entry:

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

5. Women’s voluntary military service

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

6. Meeting of elected officials

Annual holiday benefits shall not be deducted from an employee who is a member of a municipal council or committee or a member of an electoral commission or committee established by law for state or municipal elections, on account of the fact that a meeting is held during their working hours. If a meeting of the said bodies is held during their working hours, they shall be paid the difference between the salary and the compensation for loss of earnings paid by the municipality in so far as the compensation for loss of earnings is possibly less than the amount of the salary. The difference is paid when the worker has submitted a report on the compensation for loss of earnings paid by the municipality.

V. ANNUAL HOLIDAY

Section 31 Annual holiday

The annual holiday of a worker is determined in accordance with the Annual Holidays Act. Annual holiday must not be ordered to start on the worker's day off if this would lead to a reduction in the number of holiday days.

Application guideline 1:

For the period of annual holiday, a worker who has worked continuously or regularly in shift work shall receive, in addition to the monthly salary, an average daily salary calculated on the basis of the shift work bonus, as provided for in sections 11 (1) and
(2) of the Annual Holidays Act. At the same time, other continuous or regularly recurring contractual bonuses and regularly recurring increases in Sunday work are also taken into account.

Application guideline 2:

During the annual holiday period, the worker is recommended to be paid the compensations and bonuses for, for example, shift work, evening work, and morning work at the amount that they would have earned while working according to the work schedule. The same procedure may be followed for calculating the amount of holiday remuneration.

The union and the federation agree that holidays during the holiday period and holidays outside the holiday period should not be placed in immediate succession.

Section 32 Postponing an annual holiday

Pursuant to section 30 of the Annual Holidays Act, the union and the federation have agreed on the following:

The employer has the right, when it is necessary for the company's operations, to grant a part of the holiday days exceeding 18 days (3 weeks) as a continuous holiday period outside the holiday period. Before allocating the holiday referred to herein and setting the date of the part of the holiday to be granted outside the holiday period, the employer shall consult the worker concerned. In the case of a statutory holiday, which is thus granted outside the holiday period, unless it is granted one and a half times, in addition to what is otherwise agreed for the holiday bonus, a holiday bonus of 50% is paid.

Minutes entry:

A worker whose employment relationship has continued for at least 10 years without interruptions by the end of the holiday qualifying year, and who has agreed with the employer to transfer part of the 24-day holiday taken during the holiday period outside the holiday period, shall be given the holiday. In addition, two holiday days shall be doubled, at a time determined by the employer, or paid, in addition to what has otherwise been agreed on the holiday bonus, with a holiday bonus equal to 100% for the days in question. The same shall apply to two days when the employer exercises the right to postpone an annual holiday referred to in this section.

Application guideline:

According to the holiday postponing provision, the employer has the right, when it is necessary for the company's operations, to grant a part of the holiday days exceeding 18 days (3 weeks) as a continuous holiday period outside the statutory holiday period.

Part of the annual holiday may be given outside the statutory holiday period if this is necessary for the company's operations. This is necessary, for example, when

- The coincidence between the statutory holiday period and the peak production season would significantly complicate the maintenance of increased production and this problem could not be eliminated, for example, with the help of substitute workers.

The conditions for the postponing of holiday do not exist, for example, for a so-called quiet period when it would be “most convenient” to give holiday days; or when

- There is no increase in the volume of work and production during the statutory holiday period, but there are difficulties in the organisation of work simply because some workers are currently on annual holiday.

When part of the annual holiday is granted outside the statutory holiday period, the timing of the holiday must be discussed with the worker. According to section 22 of the Annual Holidays Act, the worker or their representative must always be given the opportunity to express their opinion on the time of the holiday. If possible, the worker must be informed of the period of the annual holiday one month and at the latest two weeks before the start of the holiday or part of the holiday.

When the employer exercises the aforementioned right to the postponing of an annual holiday, it has been agreed that an additional compensation is paid to the worker. The compensation is either money or time. When using monetary compensation, the worker is entitled to a separate holiday bonus of 50% in addition to the normal holiday bonus for the relevant part of the holiday. When giving free time as compensation, the worker will be compensated the time multiplied by 1.5.

Of the 24-day leave granted during the holiday period for a worker who has been employed for more than 10 years, the employer may, if the conditions for postponing a holiday exist, postpone 6 holiday days outside the holiday period. In such cases, the first two days shall be given as double and the remaining days multiplied by 1.5, either as time compensation or as monetary compensation.

If it is agreed to postpone leave outside the holiday period for workers who have been in employment for more than 10 years, the union and the federation recommend that workers should not be unduly placed in an unequal position.

When a separate 4-day winter holiday is granted on the basis of this provision, it is recommended that it should include 4 working days.

Section 33 Holiday bonus

The worker is paid 50% of their statutory annual holiday pay as a holiday bonus.

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

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

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

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

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

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

Application guideline:

1. According to the first paragraph, “half of the annual holiday bonus shall be paid at the time of payment of the worker's salary for the first working day after the annual holiday, or when it would have been paid if the worker had not been prevented from returning to work.”

The provision must be interpreted as meaning that, in order to receive the second part of the holiday bonus, the worker's employment relationship must still be in force on the first working day following the annual holiday.

2. According to section 3, paragraph 3, "The holiday bonus is also paid in connection with any holiday remuneration if the employment relationship ends during the holiday period for reasons beyond the control of the worker.” The provision is to be interpreted as follows:

The holiday bonus is paid from the holiday remuneration of the previous completed holiday qualifying year - not from the holiday remuneration of the last unfinished holiday qualifying year.

A worker who retires in accordance with paragraph 4 of this section shall also be paid a holiday bonus for any holiday remuneration for the unfinished holiday qualifying year.

If, during the holiday period, the employer terminates the worker's employment relationship for reasons other than the worker's own during their annual holiday, the worker will also be paid the second part of the holiday bonus. If the worker has not been granted annual holiday before the employment relationship has ended in this way, the worker is paid the entire holiday bonus.

VI SAFETY AT WORK

Section 34 Protective clothing

The union and the federation recommend that the employer acquires the necessary protective clothing when the working conditions, for example due to cold, traction, dirt, or other special reasons, are such that the use of protective clothing can be considered necessary.

Section 35 Occupational safety

1. If chemicals, solvents, and so on, that may be hazardous to the health of the worker are used, the employer must explain to the worker the possible health damage caused by the substance in question and take appropriate protective measures.

2. As part of the collective agreement, the current occupational safety and health agreement between the union and the federation is complied with.

VII TRADE UNION

Section 36 Shop steward

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

Minutes entry:

The employer's representative briefly informs a new worker of the sector's organisational and negotiation relations and informs them about the worker's chief shop steward and when and where the chief shop steward is available.

The union and the federation recommend that in companies where it is necessary and appropriate to take into account the size of the workplace and other circumstances, introductory events for new workers on the company and its employment relations are held, explaining the organisation of the company, the order of collective bargaining, and occupational safety and social issues, as well as issues related to the employment relationship and other matters related to the activities. At

these events, the company's chief shop steward and occupational health and safety representative must also be given the opportunity to explain the above-mentioned issues.

The employer shall compensate for the earnings that the shop steward loses during working hours, either in local negotiations with the employer or when otherwise acting in tasks agreed with the employer.

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

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

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

The employer shall compensate for the loss of earnings that the chief shop steward chosen by the union branch loses when working during working hours, either in local negotiations or on the employer's behalf elsewhere. If the chief shop steward carries out the employer's assignments after the actual working hours, overtime compensation is paid for the time thus lost. In the case of dairies and processed cheese factories and ice-cream factories with more than 10 workers, the chief shop steward shall be compensated and granted an exemption as follows:

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

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

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

Minutes entry 1:

The chief shop steward has the right to receive on a quarterly basis, for the purpose of the performance of their duties, the following information concerning the workers:

1) new workers

- name
- department
- salary group

2) workers who have left

3) upon completion, the Confederation of Finnish Industries (EK) statistics on monthly salaries

- by salary group

- men and women separately

The chief shop steward is not entitled to receive average earnings data concerning worker groups smaller than six persons.

Minutes entry 2:

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

Minutes entry 3:

The chief shop steward has the right, when requested, to receive a quarterly copy or other written explanation of the list of overtime and call-out work kept in accordance with the Working Hours Act.

On request, a copy or other written explanation of the list shall be provided every two months.

Application guideline:

The remuneration of the chief shop steward shall be paid to the deputy chief shop steward in their capacity for the duration of their annual holiday or other equivalent absence, when the deputy has been duly notified to the employer.

The chief shop steward's exemption from work and compensation are based on the number of workers covered by the collective agreement on dairy workers in the respective workplace.

Section 37 Occupational health and safety representative

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

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

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

2. The time-off and compensation of the occupational health and safety representative is determined on the basis of the average number of employees on the last day of August and February of the previous year. If there are significant deviations in the number of workers at the above-mentioned times, it is possible to depart from this calculation basis by mutual negotiation.

Section 38 Visits to the workplace

It is forbidden to bring persons other than those employed in an industrial plant into the factory grounds without obtaining authorisation from the management of the industrial plant in each case.

Workers of the Finnish Food Workers' Union, after agreement with the dairy or factory management, will be given the opportunity to visit, together with the dairy or factory representative and the relevant shop steward or occupational health and safety representative representing the workers, to familiarise themselves with the circumstances in the establishments covered by this collective agreement.

Section 39 Convening at the workplace

A registered subsidiary association of the Finnish Food Workers' Union, which is a party to this collective agreement, and its department, office,

or similar in the workplace, has the possibility to hold meetings outside working hours (before the beginning of working hours, during the lunch break, or immediately after the end of working hours, and also during the weekly rest period, if separately agreed) on issues related to employment relations in the workplace under the following conditions:

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

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

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

4. The organisers of the meeting shall have the right to invite to the meeting representatives of the union and its subunion, which is a party to the collective agreement, as well as the central organisations concerned.

Section 40 Noticeboard

The employer reserves a noticeboard for each workplace for notifications and communications from workers and their union and the federation. Workers are obliged to take care of the tidiness and order of the board themselves.

Section 41 Collection of trade union membership fees

The employers' associations recommend levying a trade union membership fee in accordance with the so-called Liinamaa I agreement.

The employer shall inform the chief shop steward of the termination of the employment of a worker who has concluded the contract for the collection of membership fees using the notice of termination.

Section 42 Training activities

Workers shall be given the opportunity to take part in courses organised by central organisations and trade unions without interruption of employment, where this is feasible without causing serious damage to production or the operation of the company. A notice of intention to take part in a course shall be given at least two weeks before a course starts or at least six weeks before a course if it is a longer course. Participation in courses of one month or less does not result in a reduction in the employee's right to annual holiday or other employment-based entitlement.

Section 43 Settlement of disputes

In the event of any disputes on the content, interpretation, or application of this agreement or of any other agreement or protocol concluded between the parties, which cannot be resolved by the interested parties in the course of the consultations between the disputing parties in question, the matter shall be referred to the contracting parties.

In the case of consultations between contracting parties on a matter covered by this paragraph, such consultations shall be held as a matter of urgency and no later than two weeks after the submission of the proposal.

Minutes entry 1:

In cases where local negotiations do not lead to a result and one party wishes to submit the matter to the union and the federation, a memorandum shall be drawn up and signed by both parties, briefly mentioning the issue of the dispute and the positions of both parties. A copy of the minutes shall be submitted to both contracting parties.

Once the dispute has been submitted to the union and the federation, the starting point is that the union and the federation must agree to open negotiations within two weeks in cases of dismissal and termination of employment, and within four weeks in the other cases, of the receipt of the memorandum by both the union and the federation.

Minutes entry 2:

If the contracting parties fail to reach agreement on the matters referred to in paragraph 1 above, they may be referred to the Labour Court.

VIII LABOUR PEACE

Section 44 Labour peace

Any industrial action taken against this collective agreement in its entirety or against any of its provisions shall be prohibited.

Section 45 Validity period of the agreement

The collective agreement is valid from 13 February 2023 to 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

REDUCTION OF WORKING TIME IN THE DAIRY SECTOR 2003

SECTION 1 SCOPE OF APPLICATION

The reduction in working time applies to those forms of working time where the regular working time is 40 hours per week. Such arrangements normally include day work, two-shift work and continuous one- or two-shift work.

Minutes entry:

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

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

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

See section 5 of the Protocol of Signature (e.g. part-time pension, part-time bonus, part-time child care leave, partial disability pension, and part-time workers' compensation pension), p. 7.

2 § IMPLEMENTATION OF THE REDUCTION OF WORKING TIME

The working time of workers covered by the reduction in working time will be reduced by 100 hours per year, as shown below.

The amount of the reduction in working hours shall be reduced by annual holiday arrangements other than those mentioned in section 1,

which reduce annual working hours and which are regularly recurring annually.

SECTION 3 ACCUMULATION OF DAYS OFF

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

at least 17 working days		1 day off
"	34 "	2 days off
"	51 "	3 "
"	68 "	4 "
"	85 "	5 "
"	102 "	6 "
"	119 "	7 "
"	136 "	8 "
"	153 "	9 "
"	170 "	10 "
"	187 "	11 " or 10 days and 8 hours
"	210 "	12.5 " or 10 days and 20 hours

The time equivalent to working time is:

- the working days in accordance with the working hours scheme during a worker's illness or during a quarantine period in accordance with section 20 of the Communicable Diseases Act, for which the employer is paid sick pay (includes a possible one day waiting period);
- the period of a training, full or partly paid for by the employer, insofar as the loss of earnings is compensated by the employer;
- time spent on meetings of the municipal council and board, and the committees or other permanent bodies appointed by them;
- time spent in the general meeting, council, or board meetings of the Finnish Food Workers' Union;
- a worker's own wedding and their 50th and 60th birthdays;
- Funerals of close relatives, related funeral arrangements and travel time to the funeral
- an extension to the annual holiday;
- maternity leave for a period of 42 days;
- Leave to care for or arrange for the care of a child under 10 year of age

- military call-up and military refresher training;
- lay-offs of up to 30 days per year;
  the working time reduction dates provided for in this agreement.

Time according to the list above is considered to be equivalent to working time insofar as it is regular working time according to the working hours scheme.

A day off granted on another basis of a collective agreement cannot be determined as a day off.

SECTION 4 GRANTING OF DAYS OFF

Any days off accumulated during the calendar year must be given to the worker by the end of April of the following year at the latest, unless otherwise agreed locally. The days off are granted at a time determined by the employer. A notice period of at least one week shall be observed when granting days off, unless otherwise agreed locally.

The granting of days off shall be carried out as follows:

10 full shifts and 20 hours of period work by reducing working time, unless otherwise agreed between the employer and the worker. When granting a day off as one work shift, the length of the day off is considered to be 8 hours, unless otherwise agreed.

Priority should be given to agreeing on the granting of days off. Temporary absences from work agreed upon on the worker's own proposal are a reduction in working hours unless otherwise agreed.

If the worker's employment relationship ends and no days off are granted by then, the worker is paid a salary equivalent to the accrued time based on hourly pay.

If the worker has been given too many days off at the end of the employment relationship, the employer may withhold the corresponding salary from the worker's final salary.

SECTION 5 LEVEL OF EARNINGS

A worker with a monthly salary is compensated for loss of earnings by maintaining the monthly salary unchanged. No percentage-based shift

work bonuses or morning work compensation is paid for reduced working hours.

SECTION 6 WORK CARRIED OUT IN ADDITION TO THE WORKING HOURS SCHEME

Day-off compensation shall be paid for work carried out on days off, in accordance with this agreement. Compensation for a long working day is paid for working time exceeding the daily reduction in working hours.

SECTION 7 ANNUAL HOLIDAY

For the purpose of calculating the length of an annual holiday, the days off referred to in section 3 of the Annual Holidays Act shall also be regarded as equivalent to working time.

SECTION 8 PART-TIME WORKER TEMPORARILY TRANSFERRED TO WORK FULL TIME

If a part-time worker moves temporarily to work 40 hours or at least 37.5 hours a week, they will be covered by this agreement after having worked 40 hours or at least 37.5 hours for a continuous period of at least four weeks.

Application guideline:

At the end of the four-week period, the worker will be subject to the agreement to reduced working time from the date on which they started working 40 hours or at least 37.5 hours.

SECTION 9 QUESTIONS RELATED TO THE REDUCTION OF WORKING TIME

The shop steward has the right to refer to the working hours working group of the union and the federation in situations where the employer and the worker may have agreed to exchange up to half of the working time for non-compensatory days off for a simple hourly salary, while the amount of compensatory working time remains at 100 hours. The agreements must be notified to the shop steward.

SECTION 10 VALIDITY

These minutes shall be applied as part of the collective agreement.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS’ UNION SEL

REDUCTION OF WORKING TIME IN DISCONTINUOUS THREE-SHIFT WORK 2003

Section 1 It was agreed that regular working hours would be shortened in discontinuous three-shift work to an average of 35.8 hours per week. The reduction in working time also applies to discontinuous three-shift work, which is only carried out for a part of the calendar year. The provisions of these minute will also be observed in these cases, where applicable.

Minutes entry:

A worker will be covered by these minutes when they have been working on discontinuous three-shift work, without a break, on a morning, evening, and night shift.

Section 2 The reduction of working time takes place by giving days off so that the working time during a period of maximum one year or during the period of discontinuous three-shift work is reduced to an average of 35.8 hours per week.

In the latter case, “adjustment of working time" may also take the form of a corresponding payment per hour or of corresponding days off after a period of discontinuous three-shift work.

Annual working hours in discontinuous three-shift work are obtained by multiplying the working weeks by 35.8 hours.

Section 3 For the work arrangements, a working hours scheme must be prepared in advance, at least for the period during which the weekly working time is adjusted to an average of 35.8 hours.

Minutes entry:

However, in the case of discontinuous three-shift work, the regular working hours provided for in the collective agreement shall not be extended for short periods, including bank holidays.

Minutes entry:

1. The union and the federation state that it is not always possible to draw up a detailed working hours scheme, for example, in the milk processing sector, when seasonal variations in production require discontinuous three-shift work. However, the duration of the discontinuous three-shift work period shall be given as, at least, two weeks.

2. In such cases, adjusted days off shall be granted on a continuous basis, unless otherwise agreed.

Regular daily working hours are a maximum of 8 hours per day.

Section 4 A worker with a monthly salary is compensated for loss of earnings by maintaining the monthly salary unchanged.

Section 5 The days off under the working hours scheme are considered equivalent to working days for the purpose of determining annual holidays. However, they shall be reduced by the number of days off normally taken by day workers in the calendar month concerned.

Section 6 In discontinuous three-shift work, work that exceeds the weekly working hours according to the relevant working hours scheme is compensated, as agreed in the collective agreement on weekly overtime work.

Minutes entry:

In the case of discontinuous three-shift work, the number 156 is used as the hourly salary divisor for the monthly salary.

Section 7 When switching from one form of working time covered by this agreement to another form of working time, or when a worker's employment is terminated, it shall be agreed to compensate for the earned but not taken days off, either by giving the days off or by paying the equivalent hourly salary.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS’ UNION SEL

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

REDUCTION OF WORKING TIME IN DISCONTINUOUS THREE-SHIFT WORK 2003

Section 1 Working hours and scope

It was agreed that the regular working hours are reduced in continuous three-shift work so that the working hours are 34.6 hours per week on average. Working hours reduction also concerns continuous three-shift work which is done only during a part of the calendar year. The provisions of these minutes shall apply mutatis mutandis to the work in question.

Minutes entry:

A worker will be covered by these minutes when they have been on continuous three-shift work for the morning, evening, and night shifts.

Section 2 Adjustment of working hours

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

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

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

Regular daily working hours are a maximum of 8 hours per day.

Minutes entry 1:

Average weekly working hours do not include annual holiday time.

Minutes entry 2:

When continuous three-shift work is done in short periods that include midweek holidays, the working hours of such periods may not exceed that of other working hour arrangements. In addition to weekday holidays, the accumulation of days off in one-shift and two-shift work must be considered in the comparison of working hours.

Minutes entry 3:

1. The union and the federation state that it is not always possible to draw up a detailed working hours scheme, for example, in the milk processing sector, when seasonal variations in production require continuous three-shift work. However, the duration of the continuous three-shift period shall be given as at least two weeks.

2. In such cases, adjusted days off shall be granted on a continuous basis, unless otherwise agreed.

Section 3 Compensation for reduction of working time

A worker with a monthly salary is compensated for loss of earnings by maintaining the monthly salary unchanged.

Section 4 Annual holiday

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

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

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

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

By way of derogation from the provisions of this section, it may be locally agreed that annual holiday shall be granted in accordance with 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, they shall be reduced by the number of days off normally taken by day workers in the calendar month concerned.

Section 5 Overtime

In the forms of working hours covered by this agreement, work that exceeds the weekly working hours according to the relevant working hours scheme is compensated, as agreed in the collective agreement on weekly overtime work.

Minutes entry:

In the case of continuous three-shift work, the number 146 is used as the hourly salary divisor for the monthly salary.

Section 6 Transition from one form of working time to another, and termination of employment

When switching from one form of working time covered by this agreement to another form of working time, or when a worker's employment is terminated, it shall be agreed to compensate for the earned but not taken days off, either by giving the days off or by paying the equivalent hourly salary.

Section 7 This agreement is valid as part of the collective agreement.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS’ UNION SEL

ETL/SEL 14 March 1989

DISCUSSION MEMORANDUM OF THE SALARY GROUPS WORKING GROUP OF THE MAINTENANCE DEPARTMENTS

1. Principles are agreed locally on how multi-skill competence and demand-based bonuses are determined.

2. The agreed bonuses mentioned above cannot be cut in connection with salary increases.

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

3. Salary group 4 corresponds to the previous level of demand of salary group 5 for metal workers.

4. The use of multi-skill competence and demand-based bonus

   - it is the worker’s responsibility to present the grounds for their bonuses;

   - it is the employer's responsibility to determine the worker's entitlement to the bonus;

   - 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 old salary criteria will expire with the introduction of the new system.

ETL/SEL AGREEMENT ON PROTECTION AGAINST ARBITRARY DISMISSAL 2003

I GENERAL PROVISIONS

Section 1 General scope of application

This agreement covers the termination of a permanent contract of employment due to or on grounds related to the worker's person, the resignation of a worker, and the procedures to be followed in the event of dismissal or lay-off of workers for financial and production-related grounds.

The agreement does not cover employment relationships within the meaning of the Act on Vocational Education (630/98).

Application guidelines:

As a rule, the agreement concerns the termination of a permanent employment contract for grounds related to the worker's person.

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 concluded on the basis of section 1:3(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 of sections I, III, and IV of the agreement shall also apply in the event of dismissal or lay-off of workers for financial and production-related grounds.

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:

Employment continued uninterrupted	Period of notice
1. Up to 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

The employee will observe the following periods of notice:

Employment continued uninterrupted	Period of notice
1. Up to 5 years	14 days
2. Over 5 years	1 month

Application guidelines:

Determination of the duration of the employment relationship

When calculating the duration of the employment relationship on the basis of which the period of notice is determined, only the period during which the worker has been continuously employed by the employer in the same employment relationship is taken into account. 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.

Calculation of time limits

There are no specific provisions on the calculation of time limits in employment legislation or in collective agreements. 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. *Where a time limit is set for a number of days after the designated date, the time limit shall not include the date on which the measure was taken.*

Example 1

If the employer laid off the worker after 14 days of notice on 1 March, the first day of lay-off is 16 March.

2. *Any period of time determined after the date fixed in weeks, months, or years shall end with the expiry of the day of the week or month fixed, whose name or serial number corresponds to that day. If there is no corresponding day in the month in which the period expires, the last day of that month shall be deemed to be the end of the period.*

Example 2

If the employer dismisses a worker whose employment has continued uninterruptedly for more than 4 but not more than 8 years, and whose period of notice is therefore 2 months, on 30 July, the last day of the employment relationship is 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:

In the cases of non-compliance referred to in this paragraph, it is a case of non-compliance 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 this case, the sector-specific collective agreement provisions or practice shall apply.

Section 5 Notice of termination of employment

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

The employer shall, at the request of the worker, promptly inform the worker in writing of the date of termination of the employment contract and the reasons for the termination of the employment contract that are known.

II DISMISSAL FOR REASONS ATTRIBUTABLE TO THE WORKER

Section 7 Scope of application

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. The worker has the right to use an assistant when they are heard.

Application guideline:
In section 9 of the agreement, an assistant means, for example, the worker's own shop steward or co-worker.

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 unfounded termination of employment

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 held liable for the compensation referred to in this section in addition to, or in place of, the damages provided for in section 12:2 of the Employment Contracts Act.

Application guidelines:

The reduction in the proportion of an unemployment allowance shall relate to compensation to the extent that it constitutes compensation for a worker for loss of earnings resulting from unemployment before the judgment is

pronounced or given. 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. The maintenance of housing benefit during the lay-off period is provided for in section 13:5 of the Employment Contracts Act.

Application guideline:

The agreement does not provide for the grounds for lay-off, but they are determined by the legislation. 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.

In such cases, the conditions for entitlement to redundancy payment shall be deemed to begin on the date on which the employment relationship ends.

Exceptional lay-off situations

1. Cancellation of the 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 10 April 2001, following the employer's lay-off notice on 2 April 2001, new work appears for them after the lay-off notice, commencing on 17 April 2001 for a period of seven 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 remuneration per square metre may not exceed the maximum amount established as reasonable maximum housing costs per square metre per municipality under the Housing Allowance Act (408/75). The worker must be notified of the collection
no later than one month before the commencement of the payment obligation.

IV OTHER PROVISIONS

Section 17 Order of making employees redundant

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.

Disputes concerning the order in which the workforce is to be reduced shall comply with the time limits agreed upon in section 10.

Application guidelines:

This provision has not repealed the provisions of the 2002 ETL/SEL general agreement. Accordingly, the provisions concerning protection against dismissal of the special groups referred to in that agreement and in section 7:9 of the Employment Contracts Act take precedence over the provision in section 17 of that agreement.

Section 18 Lay-off and termination notices to the shop steward and the employment authority

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 a worker 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 worker, the employer needs a labour force for the same or similar tasks that were previously performed by the dismissed worker. 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 fulfils their obligations by asking the local employment office whether the workers who have been made redundant are applying for a job through them. The local employment office means the local employment office of the place where work is offered. After the employer has contacted the employment office, on the basis of their inquiry, the office shall place a labour order and find out whether there are workers referred to in section 19 of the agreement as jobseekers.

In the same context, it is necessary to determine whether there are still unemployed jobseekers who, after being laid off for more than 200 days, have themselves terminated their employment on the basis of section 5:7 (3) of the Employment Contracts Act.

Jobseekers are notified to the employer, and former workers are given work assignments as usual.

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 for an indefinite period with six months' notice.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS’ UNION SEL

ETL/SEL GENERAL AGREEMENT 2003

CHAPTER 1
GENERAL PROVISIONS

Starting points

The Finnish Food and Drink Industries' Federation (hereinafter ETL) and the Finnish Food Workers' Union (hereinafter SEL) each seek to promote negotiation relations and contractual activities both in the workplace and on their own.

The contracting parties shall endeavour to develop these objectives by utilising different forms of cooperation and to supervise the agreements made.

Fundamental rights

Freedom of association, which is a fundamental right of citizens, is inviolable. 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 operations are reduced, enlarged, or subject to business transfer, merger, incorporation, or comparable substantial organisational change, the cooperation organisation shall be brought into line to correspond to the workplace's changed size and structure.

Legal references

Insofar as not otherwise agreed in this agreement, the Act on Co-operation within Undertakings (334/2007) and the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006), which are not part of this agreement, are complied with.

CHAPTER 2
COOPERATION IN THE WORKPLACE

Development activities

In accordance with the principles of this agreement, workers and their representatives must be able to participate in the development and implementation of work organisation, technology, working conditions, and work tasks.

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 be closely linked to the company's personnel policy, in particular the recruitment of workers, the promotion of equality, internal transfers, training, communications, occupational health and safety, maintenance of working capacity, and occupational health care.

Work capacity maintenance activities

Operations that maintain work capacity at workplaces are cooperation between line management, human resources management, occupational health care, and the occupational safety 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 for shop stewards

Election

For the purposes of this agreement, unless otherwise stated in the text of the agreement, a shop steward means the chief shop steward chosen by the union branch or the shop steward of the work department or equivalent 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 reserves the possibility for persons appointed by the union branch to conduct the election.

Tasks

The main purpose of the shop steward is to act as the representative of the union branch in matters related to 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 responsible for maintaining and developing consultation and cooperation between the company and its personnel.

Order of negotiations

If there is any ambiguity or disagreement about a worker's salary or the application of legislation or agreements related to the employment relationship, the shop steward must be provided with all information relevant to the investigation of the case.

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 appoints a head of occupational health and safety for occupational safety and health cooperation. The right of workers to choose an occupational health and safety representative and deputy representatives is determined in accordance with the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces.

Tasks

The job of the head of occupational health and safety is to organise, maintain, and develop occupational safety cooperation, in addition to the other tasks covered by occupational safety cooperation. 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. If the occupational health and safety representative is prevented from carrying out their duties, the deputy representative shall carry out such tasks that cannot be transferred to the occupational health and safety representative later on, unless otherwise locally agreed.

Delegates

The selection of occupational health and safety delegates, their number, tasks, and area of activity shall be agreed locally according to the same selection criteria as agreed in the third paragraph of section 3.1 on the selection 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. When agreeing on the selection of the occupational health and safety delegate, it can also be agreed who will choose the delegate.

Committee

The selection of other cooperative bodies promoting occupational safety and health, as well as the appropriate form of cooperation, shall be agreed locally, taking into account the quality and size of the workplace, the number of workers, and the quality of the tasks 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 Notifications

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 POSITION OF SHOP STEWARDS, OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVES AND OCCUPATIONAL HEALTH AND SAFETY OMBUDSMEN

4.1 Exemption from work and compensation for loss of earnings

Exemption

If necessary, the chief shop steward and occupational health and safety representative shall be temporarily, periodically, or completely relieved of their duties. 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 with a monthly salary is carried out without deducting the monthly salary.

4.2 Position

Employment relation

The shop steward, occupational health and safety representative, occupational health and safety delegate, and other personnel representatives are in the same position as the employer in their employment relationship, regardless of whether they perform their trusted duties in addition to their own work or whether they have been granted partial or total exemption from work. They are obliged to comply with the general terms and conditions of employment, working hours, and management regulations and other regulations.

Facilities

The employer shall provide the chief shop steward and occupational health and safety representative with an appropriate place to store the equipment required for the tasks. 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 will be agreed locally.

Salary and transfer protection

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

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

Business transfer

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

Maintenance of work skills

After the terms of a chief shop steward or an occupational health and safety representative have ended, they must together with the employer determine whether they need training to maintain and refresh their skills in their previous work or, if relevant, corresponding work. The employer will provide them with any such training as deemed necessary.

When deciding on the scope of such training, attention will be paid to exemption from work, duration of the representation term and any changes in work methods during that time.

4.3 Job security

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.

A shop steward other than the chief shop steward may be dismissed or laid off in accordance with section 7:10 subsection 2 of the Employment Contracts Act only if the work is completed completely and the employer cannot arrange work for them in accordance with their professional skills or otherwise, or train them for other work in accordance with section 7:4 of the Employment Contracts Act.

Individual protection

For reasons attributable to the shop steward or occupational health and safety representative, they may not be dismissed without the consent of the majority of the workers they represents, required by section 7: 10 of the Employment Contracts Act.

The employment contract of a shop steward or occupational health and safety representative may not be terminated or processed as terminated in contravention of the provisions of Section 8:1-3 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 contract of a shop steward or occupational health and safety representative, they must not be placed in a worse position than other workers.

Candidate protection

The foregoing security of employment provisions shall also apply to a candidate for chief shop steward appointed by the union branch meeting and notified in writing by the union branch to the employer, and to a candidate for occupational health and safety representative whose nomination has been notified in writing to the occupational health and safety committee or other similar cooperation body. Candidate protection, however, begins at least three months before the beginning of the term of office of the elected chief shop steward or occupational health and safety representative, and ends with regard to persons other than those elected after the election result has been established.

Post-protection

The security of employment provisions must also be applied to a worker who has acted as the chief shop steward or occupational health and safety representative for six months after the end of their duties.

Compensation

If the employment contract of a shop steward or occupational health and safety representative has been terminated in violation of this contract, the employer must pay them at least 10 and at most 30 months' salary as compensation. 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 unjustified lay-offs under this agreement shall be determined in accordance with section 12:1 of the Employment Contracts Act.

4.4 Deputies

The provisions of this chapter shall apply to the deputy chief shop steward and the deputy occupational health and safety representative during the period in which they are acting as substitutes, in accordance with the notice required by this 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 has the right to examine the list of call-out and overtime work drawn up in accordance with the Working Hours Act (605/96), similar to the right of the occupational health and safety representative.

Confidentiality of information

The chief shop steward shall receive the above information in confidence for the purpose of carrying out their duties.

Legislation and regulations

The employer shall procure for the use of the occupational health and safety representative, occupational health and safety delegate, and other occupational safety and health organisations the legislation, decrees, and other occupational safety regulations necessary for the performance of their duties.

Information concerning the company

The employer must present to the personnel or its representatives:

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 section 11, subsection 2 of the Act on Co-operation within Undertakings will, upon request, be provided to personnel representatives in writing.

In the context of presenting the financial statements, reports on the company’s financial position and personnel plans, it is purposeful to also communicate operating-unit-specific operating results, production

results, production and future outlooks to the personnel or a representative thereof, using indicative key figures as help material.

The general principles or instructions followed in the management of the company’s personnel matters and the company’s operational and personnel organisation will be communicated to the employees at the workplace.

The parties recommend that, as far as possible, the general business and economic outlook of the industry be included in the above-mentioned financial information.

Obligation of professional secrecy

Where, pursuant to this agreement, the workers or workers' representatives of the company have received information concerning the business or trade secrets of the employer, such information may be processed only between the workers and workers' representatives concerned, unless otherwise agreed between the employer and the persons 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 Jointly arranged 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, continued employment and notification time frames

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

On a course organised in SAK's or its member union's educational institutions, or for special reason elsewhere, and approved by the training working group, the employer is obliged to pay compensation for loss of earnings for the aforementioned trustees for a maximum of one month, and for a maximum of two weeks for the shop steward, the deputy shop steward, the occupational health and safety representative, the deputy occupational health and safety representative, the member of the occupational health and safety committee, and the occupational health and safety delegate, in connection with the training required for their duties, and for those in occupational safety and health positions for up to two weeks.

In addition to the above, the loss of earnings is compensated for a maximum of one month to the occupational health and safety representative in companies where the number of workers represented by the representative is at least 40.

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 WORKFORCE

8.1 General

The use of an external workforce takes place in companies 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.

Contracts for subcontracting or for the hire of labour shall contain a clause whereby the subcontractor or the employment agency

undertakes to comply with the general collective agreement in its field and with labour and social legislation.

8.2 Subcontracting

If, due to subcontracting, the company's workforce must exceptionally be reduced, the company must endeavour to relocate the workers in question to other tasks of the company and, if this is not possible, instruct the subcontractor, if the subcontractor needs workforce, to employ the workers who have been released for subcontracting work with the same salary benefits.

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 Rental labour

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 for an indefinite period with a notice period of six months.

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

CALCULATING TIME CONSUMPTION OF OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVE

Formula
Number of workers represented by the occupational health and safety representative x industry-specific coefficient = time in hours/4 weeks

Industry-specific coefficient Since 1 April 1986	Sector
0.261	Abattoir, 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 entitles one completely exempted occupational health and safety representative

If the occupational health and safety representative represents employees working in different industries as classified in the industry classification, his time consumption will be determined in accordance with the average of industry-specific coefficients as weighted with employee numbers.

If the calculation results have tenths of hours in them, these results will be rounded up to the next full hour.
However, the exemption from work will be no less than four hours during four consecutive weeks.

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

HOLIDAY PAY AGREEMENT 2005

The parties to the agreement have, in accordance with section 30 of the Annual Holidays Act (162/2005), made the following collective agreement concerning annual holiday pay and calculation of holiday compensation.

Section 1 Scope of application

This agreement will be applied to the employees referred to in section 11 of the Annual Holidays Act and employed by a member company of the Finnish Food and Drink Industries' Federation.

For companies that join ETL as members in the middle of a holiday credit year, this agreement will enter into force as of the beginning of the holiday credit year that first follows the joining.

Section 2 Annual holiday pay and holiday compensation

1. Calculation of the employees' annual holiday pay and holiday compensation is based on average hourly pay which is determined by dividing the pay that has been paid or fallen due for payment to the employee for work done during the holiday credit year, excluding any additional compensation paid on top of the basic rate of pay on account of emergency work or overtime in accordance with the law or agreement, by the number of corresponding working hours.

2. 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

By way of derogation from the provisions of section 2, in companies where the calculation of annual holiday pay has been based on the average daily salary system, the provisions of the Annual Holidays Act may continue to be complied with in the calculation of annual holiday pay and remuneration. However, the following factors shall be applied

instead of the factors provided for in section 11(1) of the Annual Holidays Act:

number of holiday days	Coefficient
2	2.0
3	2.9
4	3.9
5	4.7
6	5.6
7	6.3
8	7.2
9	8.1
10	9.0
11	9.9
12	10.8
13	11.8
14	12.7
15	13.6
16	14.5
17	15.5
18	16.4
19	17.4
20	18.3
21	19.3
22	20.3
23	21.3
24	22.2
25	23.2
26	24.1
27	25.0
28	25.9
29	26.9
30	27.8

If the number of holiday days is larger than 30, the coefficient will be increased by 0.9 per holiday day.

Section 4 Exemption time equal to working time

For the purposes of determining the length of annual holiday, the time during which the employee has been exempted from work to participate in a Finnish Foodworkers' Union meeting, central council meeting or

committee meeting will be considered equal to working time. Similarly, time during which the employee has been exempted from work to participate in a meeting of the representatives or the council of the Central Organisation of Finnish Trade Unions will be also be considered equal to working time. When requesting the exemption, the employee must present an account of the time needed for meeting participation.

Section 5 Entry into force

This holiday pay agreement sets aside the holiday pay agreement between the Finnish Food and Drink Industry Employers’ Federation (ETTL) and the Finnish Food Workers’ Union (SEL) on 21 May 1991.

This agreement will enter into force on 1 April 2005, so that it will apply to the annual holiday, holiday pay and holiday compensation for its validity period.

Helsinki, 31 March 2005

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

RECOMMENDATION ON PREVENTING SUBSTANCE ABUSE PROBLEMS, HANDLING SUBSTANCE ABUSE MATTERS, AND REFERRAL TO TREATMENT AT WORKPLACES

In the 1970s, labour market organisations issued recommendations on how to reduce the negative effects of alcohol and non-prescribed drugs on working life. This recommendation updates the previous ones to better meet the current needs of working life. The concepts “employee”, “employment contract” and “collective agreement” as referred to herein will also be considered to include the corresponding civil servants, office holders and collective bargaining agreements in the public sector.

The aim will be a workplace free from substance abuse, achieved by improving and simplifying the treatment of substance abuse problems and the provision of care at the workplace. The parties jointly encourage workplaces to create and reinforce their own procedures related to the prevention and handling of substance abuse. The particular focus will be on preventive activities, i.e. intervention in substance abuse at the earliest possible stage.

The purpose of the recommendation is to address the harmful effects of substance abuse in working life and to present matters and solution models that could facilitate the creating of workplace-specific procedures. Central organisations recommend that workplaces establish an operating model concerning prevention of substance abuse problems, handling of related matters and referral to treatment.

1. PREVENTIVE ACTIVITIES

Preventive activities support the occupational safety work performed jointly at workplaces. Information and training on substance abuse issues and tackling abuse at the earliest possible stage are central to this. 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

Information and training of personnel shall be aimed at:

- providing information on problems and adverse effects of substance abuse on working life;

- influencing people to openly and constructively identify and deal with substance abuse and related problems;
- lowering the threshold for intervention;
- promoting awareness of and commitment to common workplace practices (substance abuse policy);
- promoting immediate and early intervention in cases of abuse;
- promoting the referral of substance abuse patients to treatment.

The training should be targeted at all workers, both supervisors and workers, and also occupational health care experts.

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. Abuse may occur in different ways and may include:

- being often late to work, leaving early from the workplace, or other breaches of working hours;
- occasional and sudden absences from work;

- repetitive, surprising spontaneous changes of work shifts;
- coming to work hung-over, or being hung-over at work;
- reduced work efficiency, neglect of work, and repeated errors;
- sick leave certificates from different doctors;
- avoiding supervisors;
- recurring accidents;
- drunk-driving;
- taking days off.

Substance abuse may also be identified in occupational health care in connection with health checks and medical 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 the obligation of confidentiality.

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.

Seeking treatment can take place:

- on the initiative of the person concerned or their family;
- on the initiative of co-workers or the workplace contact person;
- on the initiative of the supervisor/employer; or
- on the initiative of occupational health professionals.

In seeking treatment and referrals to treatment, the workplace must have information about the available treatments and places offering them. 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.

In order to ensure recovery and continuation of work, the aim is to find a suitable and sufficient form of treatment for the person referred for treatment. In addition to the occupational health care personnel and/or the substance abuse contact person, the employer's representative also participates in the practical arrangements and makes decisions on the right to be absent from work and on the payment of sick pay, if the treatment has to be carried out during working hours. In principle, treatment is provided 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. It may not be disclosed to third parties without the consent of the person concerned.

Helsinki, 12 January 2006

AKAVA, The Confederation of Unions for Professional and Managerial Staff i n 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.

Finnish Food and Drink Industries' Federation ETL

Pasilankatu 2, 5th floor
FI-00240 Helsinki
Telephone +358 9 148 871
www.etl.fi

Finnish Food Workers' Union SEL

Asemamiehenkatu 2, 8th floor
FI-00520 Helsinki
Telephone +358 9 4246 1200
Fax +358 9 6940 157
www.selry.fi