

COLLECTIVE AGREEMENT
Bakery Workers

14 April 2025–31 January 2028

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

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In 2023-2024, the union and the federation revised the order of paragraphs, wording and articles of the collective agreement and amended the wording of certain provisions to improve the readability and clarity of the collective agreement. The amendments are not intended to change the content of the provisions or the prevailing application practice

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. It has no interpretative authority, and in all cases the Finnish text shall prevail.

CONTENTS

Protocol for the renewal of the collective agreement for bakery workers between the Finnish Food and Drink Industries' Federation and the Finnish Food Workers' Union SEL.....	1
SUMMARY OF MAIN POINTS OF AGREEMENT.....	11
I GENERAL.....	17
Section 1 Scope of application.....	17
Section 2 Management and distribution of work and freedom of association	17
Section 3 External labour.....	17
Section 4 General agreements	18
Section 5 Dismissal.....	19
II PAY AND COMPENSATION	22
Section 6 Pay categories	22
Section 7 Standard rates of pay.....	24
Section 8 Students.....	26
Section 9 Seniority supplements.....	29
Section 10 Separate supplements	30
Special circumstances supplement	31
Deep-freeze storage supplement.....	31
Product presentation supplement.....	31
Job instruction supplement	31
Section 11 Shift, early morning and evening work supplements.....	31
Section 12 Payment of earnings	32
Section 13 Calculating the average hourly and daily earnings of a salaried employee	33
Section 14 Calculating the average hourly pay of a part-time employee paid by the hour.....	34
Section 15 Maintenance department employees	34
Section 16 Emergency work and on-call duty	34
Section 17 Travel costs and daily allowances.....	35
Section 18 Work clothes	37
III PAID ABSENCES	38
Section 19 Sick pay	38
Section 20 Pregnancy and parental leave pay.....	41
Section 21 Sick children.....	42

Section 22 Medical examinations.....	44
Section 23 Other compensation.....	47
1. Birthdays.....	48
2. Funerals and weddings.....	48
3. Reserve training.....	48
4. Military call-up.....	48
5. Women’s voluntary military service.....	49
6. Meeting of elected officials.....	49
IV WORKING HOURS.....	49
Section 24 Regular working hours.....	49
Section 24 a Average regular working hours.....	50
Section 25 Working hours experiments.....	51
Section 26 Night work.....	52
Section 27 Deviating from the established working hours arrangements.....	52
Section 28 Days off.....	52
Section 29 Saturday work.....	53
Section 30 Rest breaks.....	54
Section 31 Overtime.....	55
A. Daily overtime.....	55
B. Weekly overtime.....	56
Section 31 a Maximum working hours.....	57
Section 32 Working week and day.....	57
Section 33 Part-time employees.....	57
Section 34 May Day.....	58
V ANNUAL HOLIDAY.....	58
Section 35 Annual holiday.....	58
Section 36 Dividing the annual holiday.....	59
Section 37 Holiday bonus.....	61
VI OCCUPATIONAL SAFETY.....	62
Section 38 Protective clothing.....	63
Section 39 Occupational safety.....	63
VII TRADE UNION.....	63
Section 40 Shop steward.....	63
Section 41 Occupational health and safety representative.....	66
Section 42 Workplace visits.....	67

Section 43 Holding meetings at work.....	67
Section 44 Notice board.....	68
Section 45 Collection of trade union membership fees.....	68
Section 46 Training.....	68
Section 47 Dispute resolution.....	69
VIII INDUSTRIAL PEACE.....	70
Section 48 Industrial peace.....	70
Section 49 Validity of the agreement.....	70
PAY CATEGORIES OF THE MAINTENANCE DEPARTMENT EMPLOYEES.....	70
DISCUSSION MEMO OF MAINTENANCE DEPTS' PAY CATEGORIES COMMITTEE.....	74
AGREEMENT ON THE REDUCTION OF WORKING HOURS IN THE BAKERY INDUSTRY 2003.....	75
AGREEMENT ON REDUCING WORKING HOURS IN DISCONTINUOUS THREE-SHIFT WORK 2003.....	80
AGREEMENT ON REDUCING WORKING HOURS IN CONTINUOUS THREE- SHIFT WORK 2003.....	82
AGREEMENT BETWEEN THE UNIONS ON THE AVERAGE WORKING HOURS IN THE BAKERY INDUSTRY.....	85
BAKERIES' WORKING TIME MODEL.....	87
AGREEMENT BETWEEN UNIONS ON WEEKEND SHIFT WORK 2003.....	90
ETL/SEL AGREEMENT ON PROTECTION AGAINST DISMISSAL 2003.....	95
ETL/SEL GENERAL AGREEMENT 2003.....	112
CALCULATING TIME CONSUMPTION OF OCCUPATIONAL HEALTH AND SAFETY REPS.....	133
HOLIDAY PAY AGREEMENT 2005.....	135
RECOMMENDATION ON THE PREVENTION OF SUBSTANCE ABUSE PROBLEMS, THE HANDLING OF SUBSTANCE ABUSE ISSUES AND REFERRAL TO TREATMENT AT WORKPLACES.....	139
ON-THE-JOB LEARNING MODEL FOR VOCATIONAL SECONDARY EDUCATION.....	146
GET TO KNOW WORKING LIFE AND EARN (TUTUSTU TYÖELÄMÄÄN JA TIENAA) SUMMER TRAINING PROGRAMME 2025–2027.....	150

Protocol for the renewal of the collective agreement for bakery workers between the Finnish Food and Drink Industries' Federation and the Finnish Food Workers' Union SEL

1. Agreement period

The collective agreement for bakery workers between the unions, with the addenda and amendments to the collective agreement that was in force from 13 February 2023 to 31 January 2025, enters into force immediately after the conciliation proposal issued by National Conciliator Anu Sajavaara on 13 April 2025 was approved by the Board of the Finnish Food and Drink Industries' Federation and the Finnish Food Workers' Union SEL's Union Council on 14 April 2025.

The collective agreement enters into force on 14 April 2025 and is valid until 31 January 2028.

2. Pay adjustments

General increase 2025

1. The salaries of employees will be raised by a general increase of 2.5% as of the beginning of the pay period starting on or after 1 June 2025.

Standard rates of pay will be increased by the percentage corresponding with the general increase starting from the beginning of the pay period starting on or after the date of the general increase.

General increase 2026

2. The salaries of employees will be raised by a general increase of 2.9% as of the beginning of the pay period starting on or after 1 May 2026.

Standard rates of pay will be increased by the percentage corresponding with the general increase starting from the beginning of the pay period starting on or after the date of the general increase.

General increase 2027

3. The salaries of employees will be raised by a general increase of 2.4% as of the beginning of the pay period starting on or after 1 May 2027.

Standard rates of pay will be increased by the percentage corresponding with the general increase starting from the beginning of the pay period starting on or after the date of the general increase.

Review clause:

In October 2026, the parties will review the achievement of the collective agreements' objectives and the evaluable economic and employment prospects in the food industry. Based on the assessment, both parties have the option of terminating the collective agreements with effect from 31 January 2027. Notice of termination must be submitted in writing to the other contracting party and for information to the National Conciliator by 30 November 2026.

If the collective agreement has not been terminated in the manner described above, its validity 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.

Remuneration of shop stewards and occupational health and safety representatives

The remuneration of shop stewards and occupational health and safety representatives will be increased by 5.4%, rounded upwards to the next full euro. The increase will take effect on 1 June 2025. In addition, shop steward remuneration and occupational health and safety representative remuneration will be increased by 2.4% and rounded up to the next full euro on 1 May 2027.

3. Collective agreement for bakery employees

- 3.1** The lowest tier for the continuous duration of employment (at least one year) is omitted from the table under section 9 (Seniority supplements) of the collective agreement as of 14 April 2025

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

For employees who have reached the seniority supplement to be removed from the collective agreement by 14 April 2025, the seniority supplement will be frozen until the next seniority supplement tier is reached.

- 3.2** Paragraph 1 of section 11 (Shift, morning and evening work supplement) is amended to read as follows:

The employees working in shifts will be paid a shift work supplement which for the evening shift is 15% of the employee's hourly pay calculated based on the standard rate of pay and for the night shift is 100% of the employee's hourly pay calculated based on the standard rate of pay. (The divider of the monthly salary is 169).

- 3.3.** A new provision concerning the average working hours (section 24a) is added to the collective agreement as follows: **24 a § Average regular working hours**

The average regular working hours of a full-time employee (see section 1 on the scope of application of the agreement on reducing working hours) can be arranged in the following alternative ways under this provision.

- A) Weekly regular working hours may be arranged, irrespective of the provisions of sections 24, 28 and 29 of the collective agreement, by agreement with the shop steward or, if there is no shop steward, by agreement with the employees, so that the average working hours number no more than 40 hours per week over a period of no more than 6 weeks. Work that exceeds the number of weekly working hours in accordance with the work schedule during the adjustment period is deemed as weekly overtime.

In this case, the regular daily working hours can number a maximum of 8 hours and the regular weekly working hours a maximum of 48 hours.

The working hours can be placed on all days of the week. The employee has an average of two days off per week. On average, the employee is entitled to weekend leave (Fri–Sun) at least every three weeks, with two consecutive days of leave during this period, unless otherwise agreed with the employee.

- B) Weekly **and daily regular working hours may be arranged, irrespective of the provisions of sections 24, 28 and 29 of the collective agreement,** by agreement with the shop steward or, if there is no shop steward, by agreement with the employees, so that the weekly regular working hours number no more than 40 hours per week.

The regular daily working hours number a minimum of 8 hours and a maximum of 9 hours and the regular weekly working hours a maximum of 45 hours.

The adjustment period is 6 weeks, at maximum. An adjustment plan must be prepared for the duration of the adjustment period.

The working hours can be placed on all days of the week. The maximum number of working days per week is five.

When the method referred to in section 24a (method A or B) is followed,

average regular working hours are reduced by public holidays pursuant to the collective agreement; however, in such a way that the reduction in working time resulting from the public holiday is implemented during the adjustment period in question. However, the Easter Saturday, Midsummer's Eve and Christmas Eve mentioned in protocol entry 2 of section 28 of the collective agreement are days off, unless otherwise agreed with the employee.

Review clause

The parties shall establish a monitoring group to assess and monitor the implementation of the new provisions concerning average working hours. For the purpose of the assessment, the monitoring group obtains information on local agreements made, actual working hours, practices concerning maximum working hours, actual days off, work schedule practices and other matters related to average working hours at bakery workplaces.

The agreements must be made in writing and sent to the monitoring group for information. Based on the work of the monitoring group, the parties will assess the need for changes to the provisions concerning average working hours. The necessary changes will be recorded in the collective agreement during the agreement period beginning in 2028.

3.4. Section 29 Saturday work is amended to read as follows:

Notwithstanding the provisions of this section, it is allowed to arrange the work so that employees perform regular work on Saturdays also during six-day working weeks. In this case, they will be paid a special supplement of EUR 2.80 per hour or part thereof.

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

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

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

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

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

Application guideline:

Saturday work supplements

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

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

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

3.5 Section 32 of the collective agreement is omitted:

~~Section 32 Sunday work~~

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

3.6. Section 33 of the collective agreement is amended to read in its entirety as follows:

Section 33 Working week and day

The working week and working day are considered to start on Monday at midnight, unless otherwise specified at the workplace. Sunday work compensation is paid for all working hours performed on Sundays in non-shift work, where the payment of Sunday work compensation continues until Sundays at 10 p.m. even if the working week and day start before 10 p.m.

3.7. The first paragraph of section 34 of the collective agreement is amended to read as follows:

Section 34 Part-time employees

The employer may employ part-time workers for the weekend as well as part-time workers working during the week. The employer has the right to employ three (3) part-time workers working during the week per each starting ten (10) full-time bakery workers with an employment relationship that is valid until further notice, and at least three (3) more per the following ten (10) full-time workers. A part-time worker working during the week may work without restrictions during the week and during the weekend, in other words, the regular working hours can be placed on any day of the week.

3.8 Agreement on the reduction of working hours in the bakery industry 2003

The first paragraph under the fourth heading (Granting time off) of the Agreement on the reduction of working time in the bakery industry 2003 is amended to read as follows:

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

3.9 Student's progression in bakeries

Section 8 of the collective agreement for bakery employees, "Student's progression in the pay category system" is amended as follows ((otherwise the text will be amended in accordance with the text drafted in the clarification working group):

Student's progression in the pay category system:

1. first-year student (0–90 credits) 95% of pay category 1
2. year student (91–180 credits) pay in accordance with pay category 1
3. year student / pay in accordance with pay category 2

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

4. Other amendments to the text of the collective agreement

4.1 Calculation of overtime

In section 31 of the collective agreement, an entry on a child's illness is added to the list concerning the calculation of overtime (Labour Court 2023:46).

4.2 Holiday pay

The following sentence is added to the collective agreement's terms and conditions concerning annual holiday:

Holiday pay is paid either before the start of the holiday or on the salary payment date normally observed in the company.

4.3 Advance notification on industrial action for solidarity reasons, etc.:

Chapter 1 of the ETL-SEL general agreement 2003 is amended to read as follows:

Advance notification on industrial action

The union and the federation will notify the other party of their intention to initiate industrial action for political or solidarity reasons no less than seven ~~four~~ days in advance, ~~where possible~~. Such notifications must indicate the grounds for intended action, the starting time and scope of action. A corresponding notification procedure also applies to the members of the union and the federation. ~~The parties recommend a corresponding notification procedure to their members.~~

4.4 Apprenticeship model

An on-the-job learning model for vocational secondary education is agreed upon, applying to all ETL-SEL agreement sectors (a template is attached as an appendix to the collective agreement).

4.5 Pay categories of maintenance department employees

The pay categories of maintenance departments is amended in accordance with Appendix 2 to the conciliation proposal.

5. Working groups

Working group on local agreements, local pay item and working hours experiments

A working group on local bargaining and working hours experiments will be established for the duration of the collective agreement period, consisting of 2 + 2 members. The task of the working group is to create

and develop rules for local bargaining that meet practical needs, required by the changed operating environment of the food industries and which can be incorporated into the collective agreement during the agreement period. The task of the working group is also to review the development of the working hour experiments provision in order to promote genuine workplace-specific bargaining. The incorporation of the rules for local bargaining as part of the collective agreement requires obtaining approval of the boards of the parties, after which they become part of the collective agreement. The deadline for the working group is the end of January 2026.

In addition, the working group prepares the principles for the allocation of the company- and workplace-specific pay component for the next round of agreements in the food industry by the end of November 2026.

Well-being at work and productivity

The parties shall establish a working group to survey good company-specific practices related to well-being at work and productivity. In surveying them, attention will be paid to the company's competitiveness and promoting the continuity of employment relationships. If necessary, the working group can cooperate with other unions.

6. Entries in the protocol of signature

6.1. The parties shall make cost-neutral changes to the collective agreement to improve its clarity, readability and timeliness before the collective agreement is printed on the basis of the clarification working group work carried out during the previous collective agreement period.

6.2. Section 33 of the TES (previous section 34) Minute concerning the amendment of the condition concerning part-time employees

Amendments to section 33 of the collective agreement (previously section 34) effective from 14 April 2025 are not intended to change the previous application practice except to the extent that it has changed.

6.3. The member of the Joint Collective Agreement Committee's right to participate:

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

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

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

6.5. Age programme for employees over 50

At the employee's request, the employer will have to negotiate with an employee over 50 years of age on the means that will contribute to the employee's coping at work and extending the employee's career. The negotiations must aim at finding a solution appropriate to the parties that, if possible, also aims to secure the employee's level of income.

6.6. Competence in food hygiene

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

6.7. E.g. part-time pension, partial early retirement pension, part-time child care leave, partial disability pension, partial sick pay 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 reducing of working hours.

If the Labour Court gives any new judgments during the agreement period pertaining to the situations referred to above or similar circumstances, the parties commit to agree on the application thereof without any delay. The procedure conformant to the judgments will be introduced in a manner agreed upon by the parties. The parties state that in cases where employees included in a working hours reduction system transfer to part-time pensions, partial early retirement pension, part-time childcare leave, part-time disability pensions, part-time workers' compensation pensions or such, these employees will be entitled to leave based on the reduced working hours in proportion to their actual regular working hours (Labour Court: 2004-77).

6.8. Changes in terms and conditions of pay and employment

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

6.9. Lone working

Occupational Safety and Health Act: chapter 5, section 29

If an employee works alone and as a result the work entails evident hazards or risks to the employee's safety or health, the employer will ensure that the hazard or risk is avoided or minimised while the employee is 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 will also ensure that there is an opportunity to summon help.

The parties consider it appropriate that in the above situations the employer must in advance explain to employees working alone the methods used or measures taken to ensure employee safety. Upon request, the matter must also be explained to the occupational health and safety representative.

6.10. Penalty fines

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

THE FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

THE FINNISH FOOD WORKERS' UNION SEL

SUMMARY OF MAIN POINTS OF AGREEMENT

Rates of pay valid until 31 May 2025.

	Helsinki Metropolitan Area	Rest of Finland
	EUR	EUR
75% young 3 months	1517	1445
90% new employee 3 months	1821	1734
95% student in 1st year	1922	1831
1st group bakery work for 6 months student in 2nd year	2023	1927
2nd group bakery work for 7–12 months junior baker for 1 year (apprenticeship) student for 6 months (vocational upper secondary qualification)	2127	2026
3rd group bakery work after 1 year junior baker 2nd year (apprenticeship) junior baker, for 18 months (vocational upper secondary qualification) junior confectioner for a year	2232	2126
4th group bakery work after 5 years	2315	2205
5th group senior baker (shaping) junior confectioner in the 2nd year	2379	2266
6th group senior baker (dough preparation, baking) senior confectioner	2501	2382
6th group + 5% senior confectioner	2626	2501

Rates of pay valid from 1 June 2025.

	Helsinki Metropolitan Area	Rest of Finland
	EUR	EUR
75% young 3 months	1556	1481
90% new employee 3 months	1867	1778
95% student in 1st year	1970	1876
1st group bakery work for 6 months student in 2nd year	2074	1975
2nd group bakery work for 7–12 months junior baker, for the 1st year junior baker for 1 year (apprenticeship) student for 6 months (vocational upper secondary qualification)	2181	2077
3rd group bakery work after 1 year junior baker 2nd year (apprenticeship) junior baker, for 18 months (vocational upper secondary qualification) junior confectioner for a year	2288	2179
4th group bakery work after 5 years	2373	2260
5th group senior baker (shaping) junior confectioner in the 2nd year	2439	2323
6th group senior baker (dough preparation, baking) senior confectioner	2564	2442
6th group + 5% senior confectioner	2692	2564

Rates of pay valid from 1 May 2026.

	Helsinki Metropolitan Area	Rest of Finland
	EUR	EUR
75% young 3 months	1601	1524
90% new employee 3 months	1921	1829
95% student in 1st year	2027	1930
1st group bakery work for 6 months student in 2nd year	2134	2032
2nd group bakery work for 7–12 months junior baker, for the 1st year junior baker for 1 year (apprenticeship) student for 6 months (vocational upper secondary qualification)	2244	2137
3rd group bakery work after 1 year junior baker 2nd year (apprenticeship) junior baker, for 18 months (vocational upper secondary qualification) junior confectioner for a year	2354	2242
4th group bakery work after 5 years	2442	2326
5th group senior baker (shaping) junior confectioner in the 2nd year	2510	2390
6th group senior baker (dough preparation, baking) senior confectioner	2639	2513
6th group + 5% senior confectioner	2771	2639

Rates of pay valid from 1 May 2027.

	Helsinki Metropolitan Area	Rest of Finland
	EUR	EUR
75% young 3 months	1639	1561
90% new employee 3 months	1967	1873
95% student in 1st year	2076	1977
1st group bakery work for 6 months student in 2nd year	2185	2081
2nd group bakery work for 7–12 months junior baker, for the 1st year junior baker for 1 year (apprenticeship) student for 6 months (vocational upper secondary qualification)	2297	2188
3rd group bakery work after 1 year junior baker 2nd year (apprenticeship) junior baker, for 18 months (vocational upper secondary qualification) junior confectioner for a year	2411	2296
4th group bakery work after 5 years	2501	2382
5th group senior baker (shaping) junior confectioner in the 2nd year	2569	2447
6th group senior baker (dough preparation, baking) senior confectioner	2702	2573
6th group + 5% senior confectioner	2837	2702

SEPARATE SUPPLEMENTS

deep-freeze storage supplement	102 cents per hour
product presentation supplement	99 cents per hour
job instruction supplement	65 cents per hour
rising room supplement	5 cents per hour

DEGREE SUPPLEMENT

Vocational qualifications of the National Board of Vocational Education in Finland or competence-based qualifications of the Finnish National Agency for Education	
vocational qualification	EUR 30/month
further vocational education and training qualification	EUR 50/month

WORKING HOURS

LENGTH OF WORKING HOURS

8 hours per day
40 hours per week.

BREAKS

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

PLACEMENT OF REGULAR WORKING HOURS

from 5 a.m. to 11 p.m.
working on other times and Sundays (excluding section 17, subsection 7 of the Working Hours Act) with the employee's consent

INCREASED PAY

Early morning hours/ night work supplement (from 9 p.m. to 6 a.m.)	100%
evening work supplement evening shift supplement (from 4 p.m. to 9 p.m.)	15% of the standard rate of pay
night work supplement	100% of the standard rate of pay
Saturday work supplement	2.80 euros per hour or part thereof

OVERTIME COMPENSATION

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

HOURLY PAY DIVIDER

in the calculation of increased pay 160

in the calculation of the employee's pay for part-time duty and shift supplements 169

in the calculation of the pay of a part-time employee 160

SENIORITY SUPPLEMENTS

Years of service in the same company

For employees who have reached the first tier (at least one year) of the seniority supplement to be removed from the collective agreement on 14 April 2025 by 14 April 2025, the payment of a seniority supplement of EUR 51 will continue until the next seniority supplement tier is reached.

5–10 years	EUR 75
10–15 years	EUR 98
15–20 years	EUR 122
20–25 years	EUR 160
25–30 years	EUR 172
over 30 years	EUR 188

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

ANNUAL HOLIDAY

length:

in accordance with the Annual Holidays Act

transferring summer holiday days to the winter period:

in a 10-year employment relationship 2 days as doubled, for others 1.5 times when the employer makes the transfer

Holiday bonus 50%

SICK PAY

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

SICK CHILDREN

(less than 10 years)

pay for a maximum of 4 days in the calendar period

COLLECTIVE AGREEMENT REGARDING BAKERY WORKERS

I GENERAL

Section 1 Scope of application

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

Application guideline:

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

Section 2 Management and distribution of work and freedom of association

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

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

Arrangement of work and transfers to other duties

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

Section 3 External labour

Communication

The employer communicates the use of external labour in planned production and maintenance work always well in advance to the chief

shop steward. In such cases, the planned amount of external labour, their work duties and duration of the agreement will be reported.

If communication is not possible due to the urgency of the work or similar reasons, the matter must be nevertheless communicated without undue delay.

The above-mentioned matters will also be communicated to the occupational health and safety representative.

Subcontracting

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

Minute:

The parties state that the external labour used in companies must fulfil the food and drink industries' professional, hygienic and occupational safety requirements.

See [General agreement, chapter 8](#) page 122.

Section 4 General agreements

The following general agreements have been concluded between the unions:

[ETL/SEL Agreement on protection against dismissal 2003](#), page 90.

[ETL/SEL General agreement 2003](#), page 105.

[ETL/SEL Holiday pay agreement 2005](#), page 125.

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

The following agreements between the unions will also be applied as a part of this collective agreement:

[Agreement between the union and the federation on the average working hours in the bakery industry](#), page 81.

[Bakeries' working time model](#), page 83.

Group life insurance

The employer provides group life insurance at their own cost to their employees in accordance with what the central organisations have agreed.

Section 5 Dismissal

The employer will observe the following periods of notice:

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

Employees will observe the following periods of notice:

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

Cancelling the employment relationship

However, the above-mentioned does not concern cases in which the employment relationship can be cancelled, according to law.

Fixed-term employment contracts

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

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

Application guideline 1:

1. An employment contract is a fixed-term one when made for a fixed term and 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.

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

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

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

In some cases, it has been, in practice, unclear whether the contract has been made until further notice or for a fixed term. Therefore, the parties emphasise that the nature of the employment must be reported sufficiently clearly to the employee when making the employment contract.

Application guideline 2:

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

II PAY AND COMPENSATION

Section 6 Pay categories

1. PAY CATEGORY

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

2. PAY CATEGORY

* bakery work for 7–12 (working in the industry) months

* different types of skilled work (dough preparation, shaping, baking and mass preparation in a confectionery) for 7–12 months
junior baker for one year (apprenticeship)

* baker and confectioner student for 6 months (vocational upper secondary qualification)

3. PAY CATEGORY

* bakery work after 1 year

* different types of skilled work after 1 year

* junior baker in the 2nd year (apprenticeship)

* junior baker for 18 months (vocational upper secondary qualification)

* junior confectioner for a year

4. PAY CATEGORY

* bakery worker after working in the industry for five years

5. PAY CATEGORY

* senior baker (shaping)

* junior confectioner in the 2nd year

* employee preparing a dough or baking after two years

* demanding bakery work requiring management of several machines, which require training or experience, or other demanding set of tasks as well as ability to work independently after three years, for example, operating modern packaging lines

6. PAY CATEGORY

* senior baker who prepares a dough or bakes

* important and responsible work requiring special skills, whose independent management requires a high level of professional skills and long experience, for example, operating a bread baking line

* senior confectioner

Student provisions: see section 8 of the collective agreement, page 25.

Application guideline:

General rule

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

Bakery work

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

Baker, confectioner

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

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

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

Different types of skilled work

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

Transfers to other duties

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

higher pay category as of the start of the transfer. The same applies to the temporary transfer of the employee to duties on a lower pay category.

Section 7 Standard rates of pay

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

Monthly salary rates for bakery workers:

Until 31 May 2025

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2023	1927
2	2,127	2026
3	2232	2126
4	2315	2205
5	2379	2266
6	2501	2382

As of 1 June 2025

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2074	1975
2	2181	2077
3	2288	2179
4	2373	2260
5	2439	2323
6	2564	2442

as of 1 May 2026

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2134	2032
2	2244	2137
3	2354	2242
4	2442	2326
5	2510	2390
6	2639	2513

As of 1 May 2027

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2185	2081
2	2297	2188
3	2411	2296
4	2501	2382
5	2569	2447
6	2702	2573

* Helsinki, Espoo, Kauniainen, Vantaa

Minuted note 1:

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

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

Minute 2:

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

Minute 3:

An employee who has completed the vocational qualification of a baker or confectioner will be paid an additional supplement of EUR 30. However, if the employee has also completed the special qualification of a baker or master confectioner, the supplement is EUR 50.

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

Section 8 Students

A student refers to an employee who has made a written agreement with the employer on becoming a baker student or confectioner student. A student also refers to an employee who, after completing the vocational upper secondary qualification in the food industry (bakery specialisation, baker-confectioner) starts working in a bakery in the professional duties of either a baker or confectioner.

Student's progression in the pay category system:

first-year student (0–90 credits) is paid 95% of pay category 1 pay

second-year student (91–180 credits) is paid pay category 1 pay

third-year student is paid pay category 2 pay

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

Application guideline:

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

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

Apprentice

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

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

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

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

After that, the employee, as a senior confectioner, will transfer to pay category 6.

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

A student who has completed a vocational upper secondary qualification in the food industry, baker-confectioner

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

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

A **confectioner student** who has completed the **three-year vocational study programme** in baking and confectionery is deemed as a third-year

confectioner student. After the vocational education and training institution and performing the duties of a confectioner for six months, the employee is deemed to have completed the apprenticeship.

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

After that, the employee, as a senior confectioner, will transfer to pay category 6.

Minute:

If the employee has completed a two-year vocational study programme in baking or confectionery, the provisions of the previous collective agreement that was in force from 2023 to 2025 will be applied to their progress in pay categories.

Section 9 Seniority supplements

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

Duration of employment	Supplement
5–10 years	EUR 75
10–15 years	EUR 98
15–20 years	EUR 122
20–25 years	EUR 160
25–30 years	EUR 172
over 30 years	EUR 188

For employees who have reached the seniority supplement to be removed from the collective agreement by 14 April 2025, the seniority supplement will be frozen (remain at EUR 51) until the next seniority supplement tier is reached.

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

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

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

Application guideline:

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

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

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

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

When the employee becomes entitled, based on the years of service, to a seniority supplement or an increased seniority supplement, the new supplement will be paid from the beginning of the calendar month following the fulfilment of the said year step.

Daily seniority supplement is calculated based on section 13.

Part-time employees

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

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

Section 10 Separate supplements

Special circumstances supplement

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

Deep-freeze storage supplement

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

Product presentation supplement

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

Job instruction supplement

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 65 cents per hour. The supplement will be payable under the same terms as for instruction provided to on-the-job learners as well. (Vocational Training Act 630/1998).

Application guideline:

Rising room work supplement

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

Section 11 Shift, early morning and evening work supplements

The employees working in shifts will be paid a shift work supplement which for the evening shift is 15% of the employee's hourly pay calculated based on the standard rate of pay and for the night shift is 100% of the employee's hourly pay calculated based on the standard rate of pay. (The divider of the monthly salary is 169).

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

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

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

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

Application guideline:

According to section 20 of the Working Hours Act, the wage payable for Sunday work or other church holidays performed as part of regular working hours is twice the regular wage. If the requirements of the collective agreement are fulfilled, a 100% early morning or night work supplement, in addition to the Sunday work supplement, is paid for work performed on Sundays.

Section 12 Payment of earnings

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

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

The 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 employees with a

calculation document indicating the amount of earnings and the payment criteria.

Minute:

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

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

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

A. Calculating average daily earnings

When calculating the amount of a worker's pay for a working day, the worker's working day pay is obtained by dividing the monthly salary by the number of working days included in the relevant month under the work schedule.

B. Calculating average hourly pay

Days shorter than a full working day

When calculating the employee's salary payable for days shorter than a full working day, the hourly rate is determined by dividing the monthly salary by 169. This divider is also used when paying or deducting compensation referred to in the agreement on the reduction of working hours in the bakery industry.

Increased pay

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

Calculating the average hourly pay of a part-time salaried employee

When the regular working hours are less than 40 hours per week, the divider is the accordingly calculated actual number of working hours spent, on average, on regular work in a month.

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

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

Minute:

The provision concerning part-time employees is provided in [section 33 §](#) page 54.

Section 15 Maintenance department employees

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

Section 16 Emergency work and on-call duty

A. Emergency work

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

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

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

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

B. On-call duty

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

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

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

Section 17 Travel costs and daily allowances

a) Compensation for travel costs, b) daily allowance, c) accommodation costs and d) meal allowance are paid to an employee who must travel at the employer's request as follows:

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

For the use of one's own car, the compensation confirmed as tax-free by the Tax Administration at the time will be paid.

If there are other passengers in the employee's vehicle, at the employer's request or consent, the compensation confirmed as tax-free by the Tax Administration at the time will be paid for each passenger in addition to the above-mentioned compensation.

If the total weight of machinery or equipment carried in the car exceeds 80 kg or if they are large in size, the compensation per km will be increased by the amount confirmed as tax-free by the Tax Administration at the time.

For transporting a trailer, the kilometre allowance shall be increased by the compensation confirmed as tax-free by the Tax Administration at the time.

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

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

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

1. A full-day allowance will be paid for work travel of more than 10 hours. The full-day allowance is the per diem allowance confirmed as tax-free by the Tax Administration at any given time.
2. A part-day allowance will be paid for work travel of more than 6 hours. The part-day allowance is the partial per diem confirmed as tax-free by the Tax Administration at any given time.

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. A free meal is understood as two free meals with respect to a full-day allowance and as one free meal with respect to part-day allowance/days shorter than a full working day.

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

invoice for the accommodation, an overnight travel allowance equal to the part-day allowance will be paid.

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

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

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

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

Minute:

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

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

Section 18 Work clothes

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

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

Work shoes

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

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

III PAID ABSENCES

Section 19 Sick pay

1. If an employee who has been employed by the employer for a month has been incapable of working due to illness, accident or quarantine (imposed under section 60 of the Contagious Diseases Act) and has not brought about said illness or accident wilfully, through criminal activity or reckless living or other gross negligence, the employer pays sick pay on working days included in a calendar period as referred to in the following:

Employment that, before the incapacity started, had continued without interruption for	Calendar period
at least one month, but less than three years	28 days
at least three years, but less than five years	35 days
at least five years, but less than ten years	42 days
10 years or more	56 days

2. Under the provisions of this section, sick pay is paid to an employee 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 an 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. An employee who falls ill during the working day is entitled to full pay for the day in question.

In the case of the employee who falls 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 the employee who in reality is 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. The employee must present a medical certificate of their illness, upon request. The employee will consent to a physical examination when such is proposed by the employer, carried out by the employer's physician or one designated by it. In such a case the employer is liable for paying possible physician's fees.

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

7. The daily sick pay of an employee with a monthly salary is calculated according to the section 13 of the collective agreement. Salary or a part of it is paid only for days that would have been the employee's working days based on the work schedule.

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

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

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

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

10. If an employee falls sick with the same sickness within 30 days of returning to work, the calendar period for which the employer is liable to pay sick pay is considered a single period of sickness.

Application guidelines:

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

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

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

nurse must have confirmed the condition referred to above together with a doctor.

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

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

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

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

Section 20 Pregnancy and parental leave pay

1. Under the Employment Contracts Act, a birthing employee who has been employed for at least six months before childbirth is paid wages during their pregnancy leave on the working days included in a 5-week calendar period as of the first day of the coming pregnancy leave.

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

Application guideline:

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

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

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

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

5. In conformance with the provision above in this section, the employee who is entitled to parental allowances under chapter 9, section 5, subsections 1–3 of the Health Insurance Act (28/2022) will also be paid salary for working days included in a calendar period of at most 6 days as of the beginning of a parental leave, under the Employment Contracts Act.

Section 21 Sick children

1. In the event that a child less than 10 years of age that is the employee's own child or a child permanently living in the employee's household suddenly falls ill, the mother or father, or in the latter case the guardian who continuously lives with either the mother or the father in a common household in marriage-like conditions without having entered into marriage (hereinafter referred to as 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. The compensation will be paid for arranging care or caring for a sick child for a maximum of four working days in the calendar period. If the employee has to leave the workplace in the middle of the working day, this day is deemed as the first day of the period. The compensation will

be paid on the condition that a certificate is presented on the illness of the child and the absence resulting from it, similar to that presented on the illness of an employee under the provisions of the collective agreement or in accordance with the practice possibly adopted in the company. Paid days of absence due to the illness of a child are considered as working days referred to in the Annual Holidays Act.

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

4. An employee whose child has a serious illness as referred to in section 4 of the Government Decision 1335/2004 (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 collective agreement.

Duration of absence

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

Both parents in shift work

If both parents work shifts for the same employer and their shifts are consecutive, the parent at home is reserved the opportunity to care for a child that has unexpectedly fallen ill without loss of pay, until the other parent returns home from work. The duration of such a paid absence is the duration of a return journey to work.

Section 22 Medical examinations

1. Statutory medical examinations

The employer will compensate loss of earnings incurred by an employee from attending statutory medical examinations referred to in the Government Decree on the principles of good occupational health care practice, the content of occupational health care and the qualifications of professionals and experts (708/2013) and approved in the action plan of occupational health care, which are performed during the employment relationship, and the related travel in accordance with corresponding loss of working hours. This also applies to cases involving examinations referred to in the Young Workers' Act (998/1993) and the Radiation Act (859/2018). The same provision is also applied to examinations required in the Government Decree on the principles of good occupational health care practice, the content of occupational health care and the qualifications of professionals (708/2013) when an employee is transferred within the same company to duties that require such medical examination.

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

2. Other medical examinations

Loss of earnings is compensated under the following conditions:

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

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

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

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

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

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

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

Special conditions

Loss of earnings is compensated:

a) New or recurring illness

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

For the duration of incapacity for work resulting from an examination carried out by a doctor and lasting no more than 24 hours.

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

b) Previously diagnosed illness

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

If an illness becomes substantially worse and requires that the employee take a medical examination.

For the duration of an examination performed by a relevant specialist to determine treatment in which a prescription is written for an aid, such as eyeglasses.

For the duration of other medical examination required by another previously diagnosed illness necessary for the determination of

treatment, provided that the doctor's services are not available outside working hours.

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

c) Laboratory and X-ray tests

For the duration of laboratory and X-ray tests immediately related to a compensable 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 has not had the opportunity to attend the above-mentioned laboratory or X-ray examination outside working hours or the illness requires that tests be taken at a specific time of day. Such a requirement pertaining to time must be clarified with a medical certificate.

d) Medical examinations and tests associated with pregnancy

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

e) Sudden dental disease

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

3. Calculation

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

Section 23 Other compensation

1. Birthdays

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

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

Minute:

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

3. Reserve training

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

4. Military call-up

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

Minute:

An employee taking a separate medical examination in conjunction with the call-up is compensated for their loss of

earnings for the time they must – according to an acceptable account – be absent from work during regular working hours.

5. Women's voluntary military service

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

6. Meeting of elected officials

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

IV WORKING HOURS

Section 24 Regular working hours

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

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

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

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

hours, the daily regular working hours of a part-time worker must be a minimum of 6 hours and a maximum of 8 hours per day.

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

See also the agreement between the union and the federation on the average working hours in the bakery industry p. 81 and bakeries' working time model p. 83.

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

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

Section 24 a Average regular working hours

The average regular working hours of a full-time employee (see section 1 on the scope of application of the agreement on reducing working hours) can be arranged in the following alternative ways under this provision.

A) Weekly regular working hours may be arranged, irrespective of the provisions of sections 24, 28 and 29 of the collective agreement, by agreement with the shop steward or, if there is no shop steward, by agreement with the employees, so that the average working hours number no more than 40 hours per week over a period of no more than 6 weeks. Work that exceeds the number of weekly working hours in accordance with the work schedule during the adjustment period is deemed as weekly overtime.

In this case, the regular daily working hours can number a maximum of 8 hours and the regular weekly working hours a maximum of 48 hours.

The working hours can be placed on all days of the week. The employee has an average of two days off per week. On average, the employee is entitled to weekend leave (Fri–Sun) at least every three weeks, with two consecutive days of leave during this period, unless otherwise agreed with the employee.

B) Weekly and daily regular working hours may be arranged,

irrespective of the provisions of sections 24, 28 and 29 of the collective agreement, by agreement with the shop steward or, if there is no shop steward, by agreement with the employees, so that the weekly regular working hours number no more than 40 hours per week.

The regular daily working hours number a minimum of 8 hours and a maximum of 9 hours and the regular weekly working hours a maximum of 45 hours.

The adjustment period is 6 weeks, at maximum. An adjustment plan must be prepared for the duration of the adjustment period.

The working hours can be placed on all days of the week. The maximum number of working days per week is five.

When the method referred to in section 24a (method A or B) is followed, average regular working hours are reduced by public holidays pursuant to the collective agreement; however, in such a way that the reduction in working time resulting from the public holiday is implemented during the adjustment period in question. However, the Easter Saturday, Midsummer's Eve and Christmas Eve mentioned in protocol entry 2 of section 28 of the collective agreement are days off, unless otherwise agreed with the employee.

Review clause

The parties shall establish a monitoring group to assess and monitor the implementation of the new provisions concerning average working hours. For the purpose of the assessment, the monitoring group obtains information on local agreements made, actual working hours, practices concerning maximum working hours, actual days off, work schedule practices and other matters related to average working hours at bakery workplaces.

The agreements must be made in writing and sent to the monitoring group for information. Based on the work of the monitoring group, the parties will assess the need for changes to the provisions concerning average working hours. The necessary changes will be recorded in the collective agreement during the agreement period beginning in 2028.

Section 25 Working hours experiments

Working hours experiments deviating from working hours provisions set out in collective agreements can be agreed upon at the employer company with the chief shop steward. Execution of this kind of agreement requires the consent of the employees concerned. The working hours experiment 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 unions will not aim to prevent the introduction of such experiments in principle. The unions will monitor the working hours experiments introduced.

Section 26 Night work

According to section 8, subsection 2, paragraph 8 of the Working Hours Act, night work is allowed, with the employee's consent, in bakeries; for work between 5 a.m. and 6 a.m. such consent is not, however, required.

Application guideline:

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

Section 27 Deviating from the established working hours arrangements

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

Section 28 Days off

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

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

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

Minute 1:

The parties state that the provisions in this section and chapter 1 of section 24 mean that all working days – Saturdays, if they are working days, and eves of public holidays included – comprise 8 hours and all working weeks, unless a public holiday falls midweek or otherwise provided in minute 2, comprise 5 working days for each employee.

Minute 2:

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

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

Section 29 Saturday work

Notwithstanding the provisions of this section, it is allowed to arrange the work so that employees perform regular work on Saturdays also during six-day working weeks. In this case, they will be paid a special supplement of EUR 2.80 per hour or part thereof.

Application guideline:

Saturday work supplements

A separate basic pay and a 100% eve supplement is paid for work performed on Christmas Eve, Easter Saturday and Midsummer's Eve. Furthermore, the employee is granted corresponding free time as regular working hours. In addition, a night increase of 100% is paid when the work is night work.

Section 30 Rest breaks

When the regular daily working hours exceed six hours, it is possible to locally agree on reducing the daily rest period to 30 minutes.

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

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

Application guideline:

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

Minute 1:

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

Minute 2:

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

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

one 15-minute coffee break or allowed to drink coffee twice at times that are suitable with respect to the performance of the shift work.

Minute 3:

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

Minute 4:

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

Application guideline:

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

Section 31 Overtime

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

A. Daily overtime

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

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

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

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

Minutes

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

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

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

B. Weekly overtime

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

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

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

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

Section 31 a Maximum working hours

The adjustment period for maximum working hours pursuant to the Working Hours Act may be a maximum of six months.

Section 32 Working week and day

The working week and working day are considered to start on Monday at midnight, unless otherwise specified at the workplace. Sunday work compensation is paid for all working hours performed on Sundays in non-shift work, where the payment of Sunday work compensation continues until Sundays at 10 p.m. even if the working week and day start before 10 p.m.

Section 33 Part-time employees

The employer may employ part-time workers for the weekend as well as part-time workers working during the week. The employer has the right to employ three (3) part-time workers working during the week per each starting ten (10) full-time bakery workers with an employment relationship that is valid until further notice, and at least three (3) more per the following ten (10) full-time workers. A part-time worker working during the week may work without restrictions during the week and during the weekend, in other words, the regular working hours can be placed on any day of the week.

Minute:

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

Application guideline:

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

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

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

Application guideline:

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

Section 34 May Day

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

V ANNUAL HOLIDAY**Section 35 Annual holiday**

An employee receives annual holiday under the Annual Holidays Act.

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

Application guideline:

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

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

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

Holiday pay is paid either before the start of the holiday or on the salary payment date normally observed in the company.

Section 36 Dividing the annual holiday

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

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

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

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

Minute:

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

Application guideline:

According to the transfer provision, the employer is entitled to allocate the portion of a holiday exceeding 18 holiday days (three weeks) in an uninterrupted period outside the statutory holiday season, if so required for the operations of the company.

A portion of the annual holiday may be transferred outside the statutory holiday season, if it is necessary for the operations of the company. It is necessary, for example, when the holiday season coincides with the production peak season and this would lead to substantive difficulties in maintaining the increased production and these difficulties cannot be eliminated, for example, by using temporary employees.

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

- the season is a low season, during which it would be "convenient" to grant annual holiday or*
- the work and production volumes are not increased during the statutory holiday season but the difficulties in the work arrangements are solely due to employees being on annual holiday.*

Granting a portion of the annual holiday outside the statutory holiday season and the timing of the holiday must be negotiated with the employee. According to section 22 of the Annual Holidays Act, before determining the timing of the holiday, the employer must grant the employee or their

representative an opportunity to express their views on the matter. The timing of the annual holiday must be notified to the employee, if possible, one month or at least two weeks before the start of the holiday or part thereof.

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

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

Section 37 Holiday bonus

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

Half of the holiday bonus is paid in conjunction with the annual holiday pay. The other half is paid in conjunction with payment of the employee's salary 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.

Application guideline:

In order to receive the latter part of the holiday bonus, an employee must be employed on the first working day following the annual holiday.

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

Application guideline:

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

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

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.

Application guideline:

Retiring employees as referred to in paragraph 4 are also paid a holiday bonus on the holiday compensation of a holiday credit year that may have been interrupted.

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.

VI OCCUPATIONAL SAFETY

Section 38 Protective clothing

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

Section 39 Occupational safety

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

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

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

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

VII TRADE UNION

Section 40 Shop steward

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

Minute:

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

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

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

An employee acting as the shop steward cannot be transferred to a work with lower pay when compared to the work that the shop steward was performing when elected as the shop steward or dismissed due to the shop steward position.

A written notification on the shop steward election shall be prepared for the employer.

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

Time off work, compensation

Number of employees	Compensation, EUR/month	Compensation, EUR/month	Compensation, EUR/month
---------------------	-------------------------	-------------------------	-------------------------

	Time-off hours/ week	Until 31 May 2025	As of 1 June 2025	As of 1 May 2027
10–20	-	65	69	71
21–50	4	92	97	100
51–100	8	97	103	106
101–200	14	106	112	115
201–300	20	117	124	127
301–380	28	131	139	143
381–420	34	141	149	153
421 or over	entirely free	158	167	172

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.

Minute 1:

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

1) new employees

- name*
- department*
- pay category*

2) resigned employees

3) information on monthly salaries

- by pay category*
- separately for men and women*

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

Minute 2:

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

Minute 3:

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

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

Application guideline:

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

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

Section 41 Occupational health and safety representative

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

	Until 31 May 2025	As of 1 June 2025	As of 1 May 2027
Number of employees	Compensation, EUR/month	Compensation, EUR/month	Compensation, EUR/month
10–20	65	69	71
21–50	92	97	100

51–100	97	103	106
101–200	106	112	115
201–300	117	124	127
301–380	131	139	143
381–420	141	149	153
421 or over	158	167	172

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

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

Section 42 Workplace visits

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

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

Section 43 Holding meetings at work

Registered chapters of the Finnish Food Workers' Union SEL, which is a party to this collective agreement, and their workplace branches, shops or other such entities have the opportunity to organise meetings on issues concerning the employment matters of the workplace outside working hours (before the start of working hours, during meal breaks or immediately after working hours or, by separate agreement, during weekly free time) under the following conditions:

1. Agreement must be made with the employer on meetings to be held at the workplace or at another location referred to in this section three days before the intended meeting, when possible.
2. The employer will assign a place for the meeting that is at the workplace or a suitable location in its vicinity that is controlled by the employer. If such a place is not available, the parties must negotiate, if needed, to resolve the matter appropriately. The place of meeting must be chosen so that, for example, compliance with provisions concerning occupational safety and hygiene and fire safety is possible and that the meeting will not disrupt business or production.
3. The organisation and organisers who booked the meeting premises are responsible for conduct and order at the meeting and for tidying the premises. The organisation's elected representatives must be present at the meeting.
4. The organisers of the meeting are entitled to invite representatives of unions that are party to the collective agreement and their chapters and relevant central organisations to attend the meeting.

Section 44 Notice board

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

Section 45 Collection of trade union membership fees

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

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

Section 46 Training

Employees will be provided with the opportunity to participate in courses arranged by the Central Organisation of Finnish Trade Unions (SAK) and its member unions without the risk of their employment being terminated, as long as this does not cause major impediment to the company's production or other activities. In the case of a course lasting

for no more than a week, the notification will be made no less than two weeks prior to the start of the course, and in the case of longer courses, at least six weeks in advance.

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

Section 47 Dispute resolution

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

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

Minute 1:

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

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

Minute 2:

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

VIII INDUSTRIAL PEACE

Section 48 Industrial peace

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

Section 49 Validity of the agreement

The collective agreement is valid until 31 January 2028. 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.

In October 2026, the parties will review the achievement of the collective agreements' objectives and the evaluable economic and employment prospects in the food industry. Based on the assessment, both parties have the option of terminating the collective agreements with effect from 31 January 2027. Notice of termination must be submitted in writing to the other contracting party and for information to the National Conciliator by 30 November 2026.

If the collective agreement has not been terminated in the manner described above, its validity 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, 14 April 2025

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

PAY CATEGORIES OF THE MAINTENANCE DEPARTMENT EMPLOYEES

Pay category 1

Simple maintenance duties

Trainees

Apprentice in a job in pay category 4 (0–59 credits)

Pay category 2

Maintenance duties

Apprentice in a job in pay category 4 (60–119 credits)

Employee assisting a skilled worker

Outdoor worker

Has completed a suitable vocational upper secondary qualification (min. 180 credits) for 6 months

Pay category 3

Demanding maintenance duties

Apprentice in a job in pay category 4 (min. 120 credits) for 2 years

Employee assisting skilled workers with diverse duties after 6 months

Caretaker

Heating supervisor (when working exclusively in this role)

Outdoor worker with diverse duties after 6 months

Has completed a suitable vocational upper secondary qualification (min. 180 credits) for 2 years

Pay category 4

Skilled work

Caretaker and heating supervisor who perform a variety of maintenance duties, over 5 years in the job

Skilled worker capable of independent work, over 4 years in the job

Multiple task skills supplement and job difficulty supplement

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

- 1 The employee has the skills required in a number of basic occupations allocated in the maintenance departments' pay category 4 and is prepared and willing to transfer to other duties so that their versatile skills can be used in practice. In

this case, the minimum pay of an employee with multiple task skills will exceed the standard rate of pay in pay category 4 by no less than 1–7%.

- 2 The employee undertakes mountings, repairs, tune-ups and servicing concerning complex machinery and equipment requiring special familiarisation and professional competence. In this case, the employees' minimum pay will exceed the standard rate of pay in pay category 4 by no less than 5–20%.

Particular training will be understood as training provided by the employer or an equipment supplier, for example.

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

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

Circumstances supplements

Circumstances supplements are agreed on locally.

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

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

Standard monthly salaries in maintenance departments

Rates of pay valid until 31 May 2025:

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2140	2038
2	2366	2253
3	2503	2384
4	2760	2629

Rates of pay valid as of 1 June 2025:

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2193	2089
2	2424	2309
3	2566	2444
4	2830	2695

Rates of pay valid as of 1 May 2026:

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2258	2150
2	2495	2376
3	2641	2515
4	2912	2773

Rates of pay valid as of 1 May 2027:

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2312	2202
2	2555	2433
3	2704	2575
4	2982	2840

* Helsinki, Espoo, Vantaa, Kauniainen

ETTL/SEL

14 March 1989

**DISCUSSION MEMO OF MAINTENANCE DEPTS' PAY CATEGORIES
COMMITTEE**

1. The principles for determining multiple tasks skills supplements and job difficulty supplements will be agreed on locally.
2. The above supplements as agreed may not be reduced in the context of pay increases.

This component of pay, exceeding what has been agreed on, is considered "room to manoeuvre".
3. The fourth pay category will correspond with the job requirement level of the previous pay category 5 of the metalworkers' union.
4. Application of multiple task skills supplements and job difficulty supplements
 - The employee is responsible for presenting reasons for the requested payment of supplements
 - The employer is responsible for determining whether the employee is entitled to the requested supplements
 - The agreed-upon personal supplement will be effective as of the beginning of the first payment period that follows the presentation
 - The percentage-based supplements mentioned above in items 1 and 2 may overlap
5. The locally agreed circumstance supplements only refer to circumstances that clearly differ from normal
6. The former pay criteria will expire upon the new system's introduction.

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

1. SCOPE OF APPLICATION

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

Minute:

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

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

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

See section 11 of the protocol of signature (part-time pension, pay supplement, part-time childcare leave, part-time disability pension, part-time workers' compensation pension, etc.), page 5.

2. IMPLEMENTING THE REDUCTION OF WORKING HOURS

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

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

3. ACCUMULATION OF TIME OFF

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

at least 17 working days	1 day off		
" 34 "	2 days off		
" 51 "	3 "		
" 68 "	4 "		
" 85 "	5 "		
" 102 "	6 "		
" 119 "	7 "		
" 136 "	8 "		
" 153 "	9 "	or 8 days off and	8 hours
" 170 "	10 "	" 8 "	" 16 hours
" 187 "	11 "	" 8 "	" 24 hours
" 210 "	12.5 "	" 8 "	" 36 hours

The following are considered time at work:

- Days of work complying with the work schedule that coincide with an employee's illness or quarantine, as in section 60 of the Infectious Diseases Act, on which the employer pays sick pay
- Any training time paid for at least partially by the employer to the extent that the employer compensates loss of earnings
- Time spent on meetings of local municipal councils and boards and committees or permanent bodies established by them
- Time spent on the meetings of the Congress of the Finnish Food Workers' Union SEL, its Council or Executive Committee
- The employee's wedding and 50th and 60th anniversaries
- Funerals of close relatives, related funeral arrangements and possible travel time to the funeral
- Extensions of annual holiday
- Pregnancy leave for a period of 42 days
- Leave to care for or arrange for the care of a child under 10 year of age

- Military call-up and reserve training
 - Lay-offs, maximum 30 days per annum
 - Working-hours reduction in accordance with this agreement
- The above is considered time at work insofar as it comprises regular working hours under a work schedule.

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

4. GRANTING TIME OFF

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

The leave is granted as follows:

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

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

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

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

5. LEVEL OF EARNINGS

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

6. WEEKLY OVERTIME

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

7. ANNUAL HOLIDAY

The days off referred to under section 3 above will be considered as days at work under section 7 of the Annual Holidays Act when granting annual holiday.

8. 35 HOURS' WEEKLY WORKING HOURS SYSTEM

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

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

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

Application guideline:

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

10. QUESTIONS CONCERNING THE REDUCTION OF WORKING HOURS

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

11. VALIDITY

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

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

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

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

Minute:

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

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

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

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

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

Minute:

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

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

Minute:

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

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

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

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

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

Section 6 In discontinuous three-shift work, work in excess of the weekly hours of work under the relevant working hours schedule will be compensated as agreed with respect to weekly overtime in the collective agreement.

Minute:

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

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

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

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

Section 1 Working hours and scope of application

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

Minute:

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

Section 2 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 schedule must be drawn up in advance for the work for at least the period of time during which weekly hours of work average 34.6 hours.

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

Minute 1:

Average weekly working hours do not include annual holiday time.

Minute 2:

When continuous three-shift work is done in short periods that include midweek holidays, the working hours of such periods may not exceed that of other working hour arrangements. When comparing working hours, the

accumulation of days of leave in one- and two-shift work must also be taken into account, in addition to midweek holidays.

Minute 3:

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

Section 3 Compensating reduced working hours

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

Section 4 Annual holiday

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

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

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

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

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

The union and the federation consider it expedient that annual holidays are placed in the working hours schedule as early as possible.

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

Section 5 Overtime

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

Minute:

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

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

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

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

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

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

1. Agreement

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

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

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

2. Average weekly working hours

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

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

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

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

3. Daily working hours

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

4. Working hours adjustment system and work schedule

A working hours adjustment plan in accordance with section 29 of the Working Hours Act must be prepared for each period of 6–12 weeks (averaging period). A plan for using the accumulated free time must also be entered in the adjustment system. The work schedule must be provided in accordance with section 30 of the Working Hours Act.

5. Daily and weekly overtime

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

6. Level of earnings

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

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

7. Monitoring

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

8. Entry into force

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

BAKERIES' WORKING TIME MODEL

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

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

Section 1 Background

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

Section 2 Outcome of the negotiations

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

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

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

TWO-WEEK ADJUSTMENT PERIOD

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

- the weekly regular working hours may flex up to three (3) hours from the regular working hours recorded in the work schedule. Therefore, the maximum weekly working hours can be a maximum of 43 hours. The working time must be adjusted to the regular 40 working hours within a two-week adjustment period.
- the daily regular working hours are 8 hours.
- the working week starts on Monday at 12:00 midnight, at the time when also the two-week adjustment periods start and end.

- the employer must, well in advance and no later than a week before the start of the two-week adjustment period, publish a written work schedule which shows the start and end times of the worker's regular working hours.
- a local agreement can be terminated by both parties with the period of notice of one (1) month. The notice of termination of the agreement must be delivered in writing.

Example 1:

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

Mon	Tue	Wed	Thu	Fri	Sat	Sun
8	8	8	8	8	-	3
<i>regular working hours of the week are 43 hours</i>						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
5	8	8	8	8	-	-
<i>regular working hours of the week are 37 hours</i>						

Example 2:

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

Mon	Tue	Wed	Thu	Fri	Sat	Sun
8	8	8	8	8	-	6
<i>The regular working hours recorded in the work schedule is 43 hours, but the realised working hours are 46 hours, of which 3 hours on Sunday constitute weekly overtime (50%)</i>						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
5	8	8	8	8	8	-
<i>The regular working hours recorded in the work schedule is 37 hours, but the realised working hours are 45 hours, of which 8 hours on Saturday constitute weekly overtime (50%)</i>						

Example 3:

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

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

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>8</i>	<i>8</i>	<i>8</i>	<i>8</i>	<i>8</i>	<i>-</i>	<i>6</i>
<i>The working hours in the work schedule is 43 hours, but the realised working hours are 46 hours.</i>						
<i>As the working time model is not in use, all work performed on Sunday is weekly overtime (50%)</i>						
<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>5</i>	<i>8</i>	<i>8</i>	<i>8</i>	<i>8</i>	<i>-</i>	<i>6</i>
<i>The working hours in the work schedule are 40 hours, but the realised working hours are 43 hours.</i>						
<i>As the working time model is not in use, all work performed on Sunday is weekly overtime (50%)</i>						

Section 3 Entry into force

The model entered into force on 30 April 2019.

THE FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

THE FINNISH FOOD WORKERS' UNION SEL

AGREEMENT BETWEEN UNIONS ON WEEKEND SHIFT WORK 2003

1. Weekend shift work

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

2. Use of weekend shift work

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

3. Shift system

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

1st shift

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

2nd shift

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

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

4. Work schedule

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

5. Basis of pay

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

6. Payable hours

The hours payable to an employee are calculated as follows:

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

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

7. Shift supplements

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

evening shift supplement from 2 p.m. to 10 p.m.

night shift supplement from 10 p.m. to 6 a.m.

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

9. Midweek holiday

Midweek holiday compensation will be paid under the collective agreement.

10. Sick pay

Sick pay will be paid under the collective agreement.

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

11. Annual holidays

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

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

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

Number of annual holiday days	Number of free shifts (12 h)
2	1
3	
4	
5	
6	2
7	
8	
9	3
10	
11	
12	4
13	
14	
15	5
16	
17	
18	6
19	

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

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

12. Agreement

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

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

13. An individual employee's withdrawal from weekend work

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

14. Validity

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

FINNISH FOOD WORKERS' UNION SEL

ETL/SEL AGREEMENT ON PROTECTION AGAINST DISMISSAL 2003

I GENERAL PROVISIONS

Section 1

General scope of application

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

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

Application guidelines

The agreement mainly concerns the termination of regular employment contracts for a reason deriving from the employee.

In addition to the case specifically mentioned in section 1, the agreement does not concern the following:

- 1. Termination of the employment contract in accordance with section 8:1 and 8:3 of the Employment Contracts Act.*
- 2. Fixed-term employment contracts made pursuant to chapter 1, section 3, subsection 2 of the Employment Contracts Act.*
- 3. Termination of the employment contract during the trial period under the Employment Contracts Act section 1:4, subsection 4.*
- 4. Termination of employment contracts for financial or production-related reasons pursuant to chapter 7, sections 3-4 of the Employment Contracts Act.*
- 5. Cases mentioned in chapter 7, sections 5 and 7-8 of the Employment Contracts Act (business transfer, reorganisation, employer bankruptcy and death).*

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

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

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

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

Section 2

Grounds for termination of employment

The employer is not entitled to terminate an employee's employment contract without proper and pressing grounds in accordance with chapter 7, sections 12 of the Employment Contracts Act.

Application guidelines:

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

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

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

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

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

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

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

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

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

Section 3

Periods of notice

The employer will observe the following periods of notice:

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

5. Over 12 years 6 months

Employees will observe the following periods of notice:

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

Application guidelines:

Determining the duration of employment

In calculating the duration of employment for the purpose of determining the period of notice, only the time during which the employee has been in the uninterrupted service of the employer in the same employment relationship is considered. For example, business transfer, pregnancy 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.

Counting of prescribed periods

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

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

Example 1.

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

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

Example 2.

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

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

Expiry of period of notice and fixed-term employment contract

In cases where an 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 performance 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 only part of the period of notice has been observed, this liability is limited to a sum corresponding to the pay due for the portion of the period of notice that was not observed.

Application guidelines:

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

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

Section 5

Resignation and dismissal notification procedure

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

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

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

Section 6

Notifying the grounds for dismissal

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

II DISMISSAL FOR REASONS PERTAINING TO THE EMPLOYEE

Section 7

Scope 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. During the hearing, the employee is entitled to assistance.

Application instructions

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

Section 10

Court handling

If a dispute concerning termination of employment remains unresolved, the party representing the employer or the employee may transfer the matter for handling by the Labour Court. An application for summons pursuant to section 15 of the Act on the Labour Court (646/1974) must be filed with the labour court within two years of the employment relationship's end.

Section 11

Arbitration proceedings

A dispute concerning the termination of an employment contract can be referred to arbitration as specified in section 11 of the Act on the Labour Court.

Section 12

Compensation for unjustified termination of employment contract

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

Section 13

Amount of compensation

The compensation amounts to no less than to three months' salary and no more than 24 months' salary.

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 may not be ordered to pay the compensation referred to in this agreement in addition to or in lieu of the compensation provided for in Chapter 12, section 2 of the Employment Contracts Act.

Application guidelines:

Deduction of daily unemployment allowance concerns the compensation insofar as the compensation is paid to the employee for loss of pay benefits due to unemployment prior to the declaration of the court ruling. The amount of deduction will mostly be 75 per cent of the earnings-related daily unemployment allowance, 80 per cent of the basic daily unemployment allowance and the labour market subsidy in its entirety. The deduction may be smaller than that stated above or can be left unmade altogether, if this is deemed reasonable considering the amount of compensation, the employee's financial and social circumstances and the breach 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 LAYOFF**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 continuance of an employee housing benefit during a lay-off is governed by chapter 13, section 5 of the Employment Contracts Act.

Application instructions

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

Section 15

Advance explanation

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

An advance explanation need not be presented if the employer is responsible, for reasons other 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 notification must specify the grounds for the layoff, the time when it commences and its duration or estimated duration.

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 obligated 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, a layoff may be valid either until further notice or for a fixed period of time when the employment remains otherwise valid.

When the layoff is valid until further notice, there is no upper limit for its duration. 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. The salary is paid on the employer's first normal payment date following the end of the employment contract, unless otherwise agreed.

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

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

Exceptional layoff situations

1. Cancellation of layoff

Should new work become available during the layoff notification period, the employer may announce a cancellation of the layoff before it begins. In such cases, the layoff notification becomes null and void, and any subsequent layoffs must be based on new layoff notifications.

2. Postponement of layoff

Nevertheless, the work that arises during the layoff notification period may be temporary in nature. While a complete cancellation of the layoff is not possible in such a case, the beginning of the layoff may be postponed. A layoff may only be postponed once on these grounds without issuing a new layoff notification, and for no longer than the duration of the work that arose during the layoff notification period.

Example:

On 2 April 2001, the employer issued a lay-off notification concerning a lay-off to commence on 17 April 2001, but on 10 April 2001, the employer's work availability improves with new work for 7 days.

Without issuing a new lay-off notification, the employer can defer the lay-off commencement by 7 days, i.e. to commence on 24 April 2001.

3. Interruption of layoff

The employer may secure temporary work after a layoff 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 foregoing only applies to the relationship between the employer and the salaried employee and constitutes no statement concerning the laws governing unemployment benefits.

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. Therefore, 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 concerning the resumption of work

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 a period of layoff

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 employee is responsible to return to work as soon as possible.

Housing during a period of layoff

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

The maximum amount of consideration to be charged per square metre is the amount confirmed in that municipality as the reasonable maximum housing costs per square metre, in accordance with the Act on General Housing Allowance (938/2014). The employee must be notified of the collection of the consideration no later than one month before the commencement of the payment obligation.

IV MISCELLANEOUS PROVISIONS

Section 17

Order of personnel reductions

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

addition to this rule attention must be paid to length of employment and to the number of dependants of the employee in question.

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

Application instructions

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

Section 18

Notification concerning a dismissal or lay-off made to shop steward and a labour authority

If the grounds for a staff reduction or layoff are financial or production-related, the relevant shop steward is notified of the matter. If at least ten employees are affected by this measure, a notification must also be made to the labour authorities, unless the employer has a corresponding obligation based on law.

Section 19

Re-employment

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

Application guidelines:

The employer meets this requirement by inquiring from the local employment office for any dismissed employees registered there as job seekers. The local unemployment

office refers to the employment office in whose area of responsibility the work is on offer. After the employer has turned to the employment office, the employment office will make an order for labour on the basis of this inquiry and determine whether there are any employees intended in section 19 registered as job seekers.

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

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

Section 20

Sanction system

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

A breach of procedural regulations will not result in a compensatory fine as intended in the Collective Agreements Act. The failure to comply with the provisions will be accounted for when determining the amount of compensation imposed for a wrongful termination of an employment contract.

In other respects, the system of consequences is subject to the previously prevalent practice.

Section 21

Provision regarding entry into force

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

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

ETL/SEL GENERAL AGREEMENT 2003

CHAPTER 1 GENERAL PROVISIONS

Basic objectives

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

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

Civil rights

Citizens' fundamental right to freedom of association 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 internally in the company. 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 union and the federation will notify the other party of their intention to initiate industrial action for political or solidarity reasons no less than

seven days in advance, where possible. Such notifications must indicate the grounds for intended action, the starting time and scope of action. A corresponding notification procedure also applies to the members of the union and the federation.

Scope of application

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

Organisational and other changes

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

References to legislation

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

CHAPTER 2 CO-OPERATION AT THE WORKPLACE

Development activities

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

In the context of development activities and the application of any new attendant technology, there must be activity aiming for the meaningful, varied and developing content of work and improved productivity. 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 cooperation

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 Cooperation 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 cooperation 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 it that the operation of such consulting companies complies with this agreement.

It is important that the planning and practical implementation of development measures is linked closely to the company's personnel

policy, particularly with reference to the intake of new personnel, promotion of equality between the sexes, internal personnel transfers, training, information provision, labour protection, maintenance of working ability and occupational health care.

Activities to promote working ability

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

CHAPTER 3 CO-OPERATION TASKS AND CO-OPERATION ORGANISATIONS

3.1 Provisions concerning shop stewards

Selection

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

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

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

question and the shop steward's opportunities, also with consideration to shift work, to meet the department's employees will also have to be considered.

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

Tasks

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

Negotiating procedure

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

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

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

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

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

3.2

Provisions concerning occupational health and safety

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

Tasks

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

Occupational health and safety ombudsman

The selection, number, tasks and sphere of operation of occupational health and safety ombudsmen will be agreed upon locally in accordance with the same selection criteria as agreed on in the third paragraph of

point 3.1 regarding the election of the shop steward. Additionally, consideration must be paid to occupational health and safety risks and other factors affecting the circumstances. The workplace's employees will elect the occupational health and safety ombudsman from among their number. In the context of agreeing on the election of the occupational health and safety ombudsman, employees may also decide which persons should be entitled to elect the ombudsman.

Committee

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

Limitation of scope

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

3.3 Notices

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

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

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

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

4.1

Job release and compensation for lost earnings

Exemption

The chief shop steward and the occupational health and safety representative will be exempted from the work duties, temporarily, regularly or completely as necessary. Shop stewards other 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 and the number of tasks.

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

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

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

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

Compensation for loss of earnings

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

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

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

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

4.2

Position

Employment

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

Premises

The employer will provide the chief shop steward and the occupational health and safety representative with a purposeful place to retain the materials they need to perform their duties. Where the size of workplace requires special premises to be provided, the employer will provide purposeful premises where said representatives can undergo any discussions necessary for them to perform their duties. The chief shop steward and the occupational health and safety representative will be

entitled to use the normal office and other equipment of the enterprise in order to perform their duties.

Normal office equipment shall also include the computer equipment, associated software and Internet connections (e-mail) that are generally used in the enterprise. The practical arrangements shall be agreed locally.

Protection against negative earnings growth and disadvantageous transfers

The opportunities of the chief shop steward and the occupational health and safety representative to develop and advance in their profession may not be weakened due to their representative duties. Whilst performing these duties or on account of these duties, they may not be transferred to a position with lower pay than the one they had when elected to said duties. Similarly, they may not be transferred to do work with a lesser value, if the employer can offer them other work corresponding to their competence. If the actual work of a person elected as the chief shop steward or the occupational health and safety representative impedes them in performing their duties related to their position of trust, then other work must be arranged for them, with consideration to workplace circumstances and their skills. Arrangements of this kind may cause no reduction in the earnings of the person concerned. 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.

In the event that a labour protection ombudsman is temporarily transferred to duties outside their scope of duties, efforts must be made to ensure that said transfer imposes no unreasonable impediment to performing the duties of labour protection ombudsman.

Business transfer

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

Maintenance of work skills

After the terms of a chief shop steward or an occupational health and safety representative have ended, they must together with the employer

determine whether they need training to maintain and refresh their skills in their previous work or, if relevant, corresponding work. The employer must arrange any training that is required by said determination. When deciding on the scope of such training, attention will be paid to exemption from work, duration of the representation term and any changes in work methods during that time.

4.3

Security of employment

Dismissals on financial and production-related grounds

If the company's workers are dismissed or laid off on financial or production related grounds, the chief shop steward and the occupational health and safety representative may not be dismissed or laid off, unless the production unit's operation is discontinued in its entirety. However, this rule may be deviated from when based on mutual agreement with the chief shop steward or the occupational health and safety representative stating that they cannot be provided with work that corresponds with their vocation or is in other respects suitable for them.

Shop stewards other than the chief shop steward can be dismissed or laid off in accordance with chapter 7, section 10, subsection 2 of the Employment Contracts Act only when the work is discontinued altogether and the employer cannot arrange work for the shop steward that corresponds with their competence or is otherwise suitable for them or arrange for them training for other work as intended in chapter 7, section 4 of the Employment Contracts Act.

Individual protection

A shop steward or an occupational health and safety representative may not be dismissed due to a reason resulting from them without the consent of a majority of employees they represent, as provided in chapter 7, section 10, subsection 1 of the Employment Contracts Act.

The employment of a shop steward or an occupational health and safety representative may not be terminated or handled as terminated against the provisions of chapter 8, sections 1-3 of the Employment Contracts Act. Terminating the employment for a breach of procedural orders is not possible unless they have at the same time repeatedly or materially and in disregard of being warned failed to comply with their work obligation.

When assessing the grounds for termination of the employment of a shop steward or an occupational health and safety representative, they should not be positioned more unfavourably than other employees.

Candidate protection

The above job security provisions must also be applied to a candidate running for the chief shop steward, placed by the trade union branch and notified to the employer in writing by the same, and a candidate running for the occupational health and safety representative, whose placement has been notified to the occupational health and safety committee or other corresponding co-operation body. However, candidate protection will commence no earlier than three months prior to the commencement of the term of the chief shop steward or occupational health and safety representative for which the candidate runs, and candidate protection will end, if not elected, at the official announcement of election results.

Retroactive protection

Provisions concerning job security must be applied to employees who have acted as chief shop steward or occupational health and safety representative for six months after the end of their term.

Compensation

If the employment of a shop steward or an occupational health and safety representative is terminated in breach of this collective agreement, the employer must pay this person compensation equal to their pay for at least 10 months and at most 30 months. The compensation must be determined in accordance with the criteria laid down in chapter 12, section 2, subsection 2 of the Employment Contracts Act. To be considered as a factor increasing the compensation is the breach 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 is determined in accordance with chapter 12, section 1, subsection 1 of the Employment Contracts Act.

Deputies

The provisions of this chapter also apply to the deputy chief shop steward and the vice representative of the occupational health and safety representative during the time they act as deputies in accordance with the notification complying with this collective agreement.

If the employer terminates the employment contract of a deputy chief shop steward or lays off said employee at a time when the latter is not working as a deputy to the shop steward or does not otherwise enjoy the status of a shop steward, then said dismissal or layoff is deemed to be due to the employee's shop steward duties, unless the employer can prove that it was due to some other reason.

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 within 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 time records

The chief shop steward is entitled to familiarise himself with the list on emergency and overtime work prepared in accordance with the Working Hours Act (872/2019) insofar as the occupational health and safety representative is entitled to it by law.

Confidentiality of data

The chief shop steward will receive the above information confidentially for the purpose of performing their duties.

Regulation

The employer will provide the occupational health and safety representative, the occupational health and safety ombudsman and other occupational health and safety bodies with copies of any acts, decrees and other regulations concerning occupational health and safety as are necessary for the performance of their duties.

Information concerning the company

The employer must furnish the staff or their representatives with the following information:

A report on the company's financial standing based on and following the adoption of the company's financial statements.

At least twice during the financial year, a single report on the financial position of the company, showing the prospects for the development of production, employment, profitability, and cost structure of the enterprise.

An annual staffing plan including estimates of anticipated changes in the number, type and status of staff.

Any material changes in any of the above without delay.

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

the Act on Co operation within Undertakings will, upon request, be provided to personnel representatives in writing.

In the context of presenting the financial statements, reports on the company's financial position and personnel plans, it is purposeful to also communicate operating-unit-specific operating results, production results, production and future outlooks to the personnel or a representative thereof, using indicative key figures as help material.

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

The parties to the agreement recommend that in the context of the information concerning company finances as intended above the general cyclical and financial outlooks of the industry also be reviewed if possible.

Confidentiality obligation

When the company's employees or personnel representatives have, in accordance with this agreement, received information concerning the employer's business or trade secrets, such information may only be handled by those employees and personnel representatives whom the matter concerns, unless otherwise agreed upon between the employer and those entitled to receive the information. When notifying of the confidentiality obligations, the employer will specify which information falls under the confidentiality obligation and for how long the confidentiality applies. Before the employer notifies that the information in question concerns a business or trade secret, the grounds for maintaining confidentiality will be explained to the employee or personnel representative in question.

CHAPTER 6 INTERNAL COMMUNICATION AND ORGANISATION OF MEETINGS

A registered local branch of a party to the collective agreement applied at the workplace and the branch's department at the workplace or a shop-floor committee will be entitled to arrange meetings at the workplace or elsewhere in matters relating to the labour market or the employment relationships at the workplace as has been agreed between the central organisations or specifically for the industry, or in accordance with established workplace practices.

A personnel representation body such as the kind mentioned in the previous paragraph will be entitled, outside working hours either before or after the workday or during a meal break, to distribute to its members meeting invitations or notifications relating to employment relationships at the workplace or labour market matters in general in the cafeteria, the changing rooms or any other corresponding space outside the actual workplace such as a factory hall as agreed with the employer. Such notifications will feature a mentioning of the initiator.

If a newsletter aimed at the personnel is published at the workplace, said personnel representation body will be entitled to use this for publishing the above-mentioned meeting invitations or notifications, or will be entitled to publish them on a bulletin board provided for the employees by the employer. The notifying body will be responsible for the bulletin board contents and maintenance.

CHAPTER 7 TRAINING

7.1

Vocational training

When the employer arranges vocational training for employees or sends them to training events relating to their work, the direct expenses arising from the training and the loss of regular working time will be compensated on the basis of average hourly earnings, unless the relevant collective agreement provides otherwise. If the training occurs entirely outside of working hours, then compensation is paid for the direct costs of the training.

It will be made clear before signing up for the training event whether the training in question falls under the above or not.

Direct costs as referred to above will mean travel costs, participation fees, costs of purchasing study materials in accordance with the training programme, room and board costs for live-in training arrangements, and for other than live in arrangements the travel costs complying with the relevant collective agreement. Loss of income from regular working hours will be compensated for both the time in training and the travel time. No compensation will be paid for time spent in training outside the working hours or related travelling outside the working hours. However, no deductions will be made for the time spent in training or related travel from the pay of employees receiving weekly or monthly pay.

7.2

Joint training

Training to promote co-operation in the workplace will be jointly arranged by central organisations or their member organisations, by the co-operation bodies of their member organisations or by the employer or the employees jointly, at the workplace or some other place.

The parties to the agreement state that joint training will normally take place in the most purposeful way possible as agreed specifically for the workplace, which best allows local circumstances to be taken into account.

The basic labour protection cooperation courses and the special courses necessary for labour protection cooperation are to be included in the joint training referred to herein. Keeping to the provisions of this collective agreement, a 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 a 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. Training attendance is agreed locally by the appropriate cooperation body or between the employer and a shop steward, depending on the nature of the training.

The regulations on joint training also apply to training in participation systems and local bargaining. Participation in training may also be agreed between the employer and the person concerned. The parties to the agreement recommend that their training institutes and the training institutes of their member organisations and the member organisations together take measures to arrange training on participation systems and agreeing on matters at the local level. The training working group set up by the parties will monitor the realisation of the said training provision.

7.3

Trade union training, retention of employment, and notice periods

Employees will be provided with the opportunity to participate in courses arranged by the Central Organisation of Finnish Trade Unions (SAK) and its member unions without the risk of their employment being terminated, as long as this does not cause a major impediment to the

company's production or other activities. Attention will be paid to the size of the workplace when assessing said inconvenience. 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. It would be desirable in such cases to investigate jointly the prospects for attending the course at some other time when there would be no impediment to doing so.

The intention to attend a course must be indicated at the earliest opportunity. In the case of a course lasting for no more than a week, the notification will be made no less than three weeks prior to the start of the course, and in the case of longer courses, at least six weeks in advance.

Before the person in question participates in a training event as intended above, the measures necessitated by the participation will be agreed on with the employer, and it must be specifically stated in advance, whether the training event is of the type for which the employer is responsible for paying compensation to the participating employee in accordance with this collective agreement. At the same time, the amount of such compensation will be stated.

7.4 Compensation

For courses which are arranged in the training institutes of the Central Organisation of Finnish Trade Unions (SAK) or elsewhere as may be necessary for a particular reason and which have been approved by the training working group, the employer will be responsible for paying to the shop steward, the deputy shop steward, the occupational health and safety representative and the vice representative, a member of the occupational health and safety committee and the occupational health and safety ombudsman, with respect to the training required by their tasks, compensation for loss of income, for up to one month for the above-mentioned representatives and for up to two weeks for persons undertaking duties related to their positions of trust in occupational health and safety matters.

In addition to the above, compensation for loss of income will be paid for up to one month to the occupational health and safety representative in companies where the number of employees represented by the occupational health and safety representative is at least 40.

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 is required to pay the compensation referred to in this paragraph only once to the same person for the same training event or for a training event of comparable content.

7.5

Social benefits

Participation in a trade union-related training event as intended in the collective agreement, up to the one month limit, will not result in a reduction in annual leave, pension or other corresponding benefits.

CHAPTER 8

USE OF EXTERNAL LABOUR

8.1

General

Use of external labour by companies takes place in two forms. One is an agreement (whether relating to trade, procurement, contract, rental, assignment, work, etc.) between two independent entrepreneurs, where the necessary work is undertaken by an external entrepreneur and the other agreeing party has nothing to do with the actual work performance. In practice, this kind of agreement-based activity is usually referred to as subcontracting.

Another form of using external labour is the use of rental labour, where rental workers assigned by personnel rental companies, on an on-loan basis, work for another employer under the employer's supervision and control.

The situations mentioned above in the first paragraph are hereinafter referred to as subcontracting and the situations mentioned above in the second paragraph are hereinafter referred to as rental labour.

Agreements on subcontracting or rental labour will include a provision, according to which the subcontractor or the rental labour company commits to complying with the collective agreement generally applied in the industry as well as labour and social legislation.

8.2 Subcontracting

If the company's workforce must exceptionally be reduced due to subcontracting, the company must be able to designate the employees in question to other duties in the company and, if this not possible, require the subcontractor, if the subcontractor needs labour, to employ any released employees suitable for the subcontracted work on the same terms of pay as before.

The employment contract will not have a form indicating that it is a contract between independent entrepreneurs, when it is, in fact, an employment contract.

8.3 Temporary agency work

Companies must limit the use of rental labour only to deal with workload peaks or otherwise for such tasks restricted in terms of time and quality that cannot be performed by the company's own employees due to the urgency of work, limited duration, competence requirements, special equipment or other such reasons.

Rental labour will be considered an unsound proposition if rental workers assigned by different rental labour companies do the company's regular work alongside regular employees and under the same management for an extended period of time.

Companies utilising rental labour will upon request provide the chief shop steward with an account on any issues relating to the work of such rental labour.

CHAPTER 9 BINDING CHARACTER OF AGREEMENT

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

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

FINNISH FOOD WORKERS' UNION SEL

CALCULATING TIME CONSUMPTION OF OCCUPATIONAL HEALTH AND SAFETY REPS

Formula

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

Industry-specific coefficient

As of 1 April 1986

Industry

0.261	Slaughterhouse, meat cutting
0.208	Production of soft drinks
0.201	Dairy and other processing of milk
0.193	Meat processing, production of food oils and fat, making of mill products, beverage production (except soft drinks), making of fish products, production of sugar
0.179	Production of vegetables, fruits, bakery products, chocolates and sweets and other food products, production of fodder
0.164	Manufacture of pharmaceutical products
0.156	Production of tobacco products
0.112	Office and clerical work

160 hours or more will entitle to one occupational health and safety representative that is completely exempted from their other duties.

If the occupational health and safety representative represents employees working in different industries as classified in the industry classification, his time consumption will be determined in accordance with the average of industry-specific coefficients as weighted with employee numbers. If the calculation results have tenths of hours in them, these results will be rounded up to the next full hour. However, the

exemption from work will be no less than four hours during four consecutive weeks.

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

HOLIDAY PAY AGREEMENT 2005

The union and the federation 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 of holiday days	coefficient
2	16.0
3	23.5
4	31.0
5	37.8
6	44.5

7	51.1
8	57.6
9	64.8
10	72.0
11	79.2
12	86.4
13	94.0
14	101.6
15	108.8
16	116.0
17	123.6
18	131.2
19	138.8
20	146.4
21	154.4
22	162.4
23	170.0
24	177.6
25	185.2
26	192.8
27	200.0
28	207.2
29	214.8
30	222.4

If the number of holiday days is larger than 30, the coefficient will be increased by 7.2 per holiday day.

However, if the regular daily working hours during the holiday credit year were less than 8 hours, the annual holiday pay and holiday compensation will be calculated by correspondingly multiplying the average hourly pay by a figure derived by multiplying the above coefficients with the result of dividing the number of regular working hours in one week by 40.

Section 3 Annual holiday pay and holiday compensation in certain cases

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

number of holiday days coefficient

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

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

Section 4 Exemption time equal to working time

For the purposes of determining the length of annual holiday, the time during which the employee has been exempted from work to participate in a Finnish Foodworkers' Union meeting, central council meeting or committee meeting will be considered equal to working time. Similarly, time during which the employee has been exempted from work to participate in a meeting of the representatives or the council of the Central Organisation of Finnish Trade Unions will be also be considered

equal to working time. When requesting the exemption, the employee must present an account of the time needed for meeting participation.

Section 5 Entry into force

This holiday pay agreement sets aside the holiday pay agreement between the Finnish Food and Drink Industry Employers' Federation (ETTTL) 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 THE PREVENTION OF SUBSTANCE ABUSE PROBLEMS, THE HANDLING OF SUBSTANCE ABUSE ISSUES AND REFERRAL TO TREATMENT AT WORKPLACES

In the 1970s, social partner organisations issued recommendations aiming to reduce the detrimental effects of alcohol and drugs in working life. This recommendation brings the former recommendations up to date, so that they meet the modern needs of working life. In the context of this recommendation, the concepts of employee, employment contract and collective agreement also include the corresponding civil servants, office holders and collective bargaining agreements working and applicable in the public sector.

The goal is a workplace free of alcohol and drugs by way of improving and clarifying the handling and management of substance abuse problems in workplaces. Workplaces are collectively encouraged to create and enforce their own ways of working related to the prevention of substance abuse and the use of intoxicants. Special emphasis is put on preventive activities or, in other words, intervention in the use of intoxicants at a stage as early as possible.

The recommendation aims to draw attention to the detrimental effects of the use of alcohol and drugs in working life and to introduce issues and solutions which may be helpful when coming up with workplace-specific operating methods. The central organisations recommend that workplaces prepare an operating model for the prevention of substance abuse problems, the handling of substance abuse issues and referrals to treatment.

1. PREVENTIVE ACTIONS

Preventive action supports the general occupational safety work carried out at workplaces. The key element here is communication and training on issues related to intoxicants as well as intervention in problem use at a stage as early as possible. The communication and training concern the detrimental effects of alcohol use, the identification of abuse and problems, intervention in abuse and possibilities for referral to treatment.

Communication and training

The communication and training of personnel aim to:

- Provide information on the problems and negative effects caused in working life by substance abuse

- Affect attitudes to facilitate the recognition of substance abuse and related problems and their handling in an open and constructive manner
- Lower the threshold of intervention and addressing the matter
- Promote shared procedures related to substance abuse policy at the workplace and commitment to these
- Promote immediate and early intervention in substance abuse cases
- Promote the guidance of substance abusers to treatment.

The training should concern the entire personnel, both supervisors and employees, also by relying on the expertise of occupational healthcare.

Workplace community

A workplace community must commit to a working culture free of intoxicants in its everyday activities. Everyone, supervisor and employee alike, can set a good example to promote a workplace free of alcohol and drugs. Workplaces can also have liaisons familiar with substance abuse issues. The tacit approval, cover-up and downplay of alcohol and drug use may not be permitted at workplaces. Appropriate and constructive intervention in problems and breaches can often prevent a substance abuse problem from growing worse.

Occupational healthcare

Occupational healthcare is tasked with preventive action on the basis of law. A healthcare professional is in a good position to promote healthy lifestyles and a life free of intoxicants in connection to medical examinations and treatment. Functional models have been created for the early detection of a substance abuse problem.

2. HANDLING OF SUBSTANCE ABUSE ISSUES

Identifying a situation

The identification of abuse is essential for the prevention and treatment of detrimental effects caused by alcohol and drug use. The abuse may manifest in a variety of ways. Characteristics include:

- Arriving at the workplace late or leaving early repeatedly or otherwise failing to comply with agreed working hours
- Random and sudden absence from work
- Surprising changes of work shifts at own initiative repeatedly
- Coming to work or working with a hangover
- Deterioration of work efficiency, neglect of work tasks and recurring mistakes

- Sick leave certificates from different doctors
 - Avoidance of managers and supervisors
 - Recurring accidents
 - Driving while intoxicated
 - Unexplained absences from work
- Substance abuse can also be discovered in connection to medical check-ups and treatment in occupational healthcare.

Intervention in a situation

The use of intoxicants in the workplace or working under influence is a serious breach of obligations pursuant to an employment contract and a clear sign of a problem that needs intervention. The intervention must nevertheless be carried out discreetly.

The subject may be brought up by a supervisor, occupational healthcare or a colleague.

The discussion conducted with the substance abuser will form a basis for a plan of further measures and an assessment of the need for possible treatment. Occupational healthcare must be involved in the plan's preparation, the assessment concerning the need for treatment and the monitoring of the effectiveness of measures.

Roles and tasks of a supervisor

If a person's behaviour or work performance give indications of a substance abuse problem, the supervisor must discuss the workplace's operating methods and requirements, as well as the possible consequences of substance abuse, with the employee.

When suspecting an employee of being under the influence of drugs or alcohol, the employer must assess the situation case-specifically. Various tests must nevertheless be conducted in accordance with valid rules and regulations. The Act on the Protection of Privacy in Working Life contains provisions on testing for drugs.

If it is unclear whether problems in work performance stem from substance abuse or an illness, the employee concerned can be referred to occupational healthcare for an assessment of working capacity and the need for treatment.

Roles and tasks of co-workers

Every co-worker is obligated to advise and encourage a substance abuser to seek help by, for instance, contacting occupational healthcare or some other professional. If the workplace has a liaison for substance abuse issues, a co-worker can also ask the liaison to discuss the matter with the employee in question. The problem's hiding and cover-up must not be accepted by taking care of the duties of the employees suffering from the problem, for example.

It is important for the treatment's success that the co-worker in treatment and returning from treatment is accepted into the workplace community as an equal. This supports their coping and recovery.

Roles and tasks of occupational healthcare

Occupational healthcare staff is tasked with assessing the problem use of alcohol and other intoxicants in all patient contacts, intervening in the situation actively when necessary and with providing information and support.

If the substance abuse is detected by occupational healthcare, it is tasked with informing the substance abuser of treatment options and referring them to appropriate treatment. In situations where there is reason to suspect that a person is intoxicated at the workplace and this causes a potential danger, occupational healthcare must contact the workplace and inquire about the employee's coping at work. When necessary, occupational healthcare can also suggest measures for referring the employee to treatment. In other situations, occupational healthcare is bound by a confidentiality obligation.

At the request of a supervisor, occupational healthcare is tasked with carrying out an assessment on working capacity and the need for treatment and with participating in the referral to treatment as well as the treatment's implementation and monitoring.

Cooperation and personnel representatives

The principles applicable to the handling of substance abuse issues, referral to treatment and the role of occupational healthcare in substance abuse issues are discussed in the context of the cooperation referred to in the Act on Occupational Safety and Health Enforcement and Co-operation on Occupational Safety and Health at Workplace (44/2006). Occupational safety delegates and shop stewards also play a central role in the cooperation.

When handling an individual case, the employer may, at the consent of the substance abuser, inform a personnel representative of the matter. At the request of the employee, the personnel representative is entitled to be present when the matter is discussed with the employer.

3. REFERRAL TO TREATMENT

Seeking treatment

The substance abuser's independent acknowledgement of the abuse and seeking of treatment promote the treatment's effectiveness. Members of the workplace community, co-workers and supervisors must encourage the substance abuser to seek treatment. The primary objective is to encourage independent and voluntary seeking of treatment.

The initiative for seeking treatment may be made by various sources, such as the following:

- The substance abuser or their family
- Colleagues or contact person at the workplace
- At the initiative of a supervisor/the employer
- occupational health care personnel

For the seeking of and referral to treatment, a workplace must have information of the available places and forms of treatment. If the workplace has a liaison for substance abuse issues, they can also take care of the practical arrangements related to a referral to treatment.

The treatment aims to achieve recovery from the substance abuse, the retention of health and working capacity, the achievement of the best possible health and social status, regular working, a reduction of inappropriate absences as well as getting the employee's own affairs and family affairs in shape.

Implementation of referral to treatment and treatment

If a substance abuser does not seek treatment at their own initiative, the workplace must pursue measures to refer the substance abuser to treatment. This includes an agreement on the role of occupational healthcare and the monitoring of and reporting on the treatment's progress. The referral to treatment may also take place at the initiative of occupational healthcare.

If the referral to treatment has occurred at the employer's initiative, it would be advisable to draw up a written agreement on the referral to treatment which states the treatment place, treatment period and monitoring methods.

The agreement on referral to treatment, consent to treatment and effective treatment aim for the continuation of the employment.

To ensure recovery and continuation at work, the parties aim to find a form of treatment suitable for and sufficient to the person referred to treatment. In addition to the occupational healthcare staff and/or liaison for substance abuse issues, the employer's representative will also participate in practical arrangements and make decisions on the right to absence from work and the payment of sick pay if the treatment has to be carried out during working hours. In principle, treatment takes place outside working hours.

Income security and compensation for costs

An absence from work attributable to intoxication is an unauthorised absence with regard to working hours accounting, for which time the employer is not obligated to pay a salary. This applies both to an independent absence and a situation in which the employer has removed an employee under influence from the workplace.

The possible participation in the payment of the aforementioned and the possible payment of salaries for a period of absence related to treatment or some other measure is decided upon by the employer according to its discretion. Basically, the costs arising from the treatment of a substance abuser are paid by the employee undergoing the treatment.

The workplace should be informed of an application for other income security and compensation for the costs arising from treatment and other measures.

Confidentiality

The information related to a substance abuser's referral to treatment and the treatment itself are confidential. They may not be disclosed to third parties without the consent of the employee concerned.

Helsinki, 12 January 2006

AKAVA, The Confederation of Unions for Professional and Managerial Staff in Finland

KT, The Commission for Local Authority Employers

The Central Organisation of Finnish Trade Unions (SAK)

KiT, The Commission for Church Employers

The Finnish Confederation of Professionals (STTK)

Valtion Työmarkkinalaitos VTML

The Confederation of Finnish Industries EK

ON-THE-JOB LEARNING MODEL FOR VOCATIONAL SECONDARY EDUCATION

Background

The Finnish Food and Drink Industries' Federation and the Finnish Food Workers' Union SEL agree on a new on-the-job learning model for vocational secondary education. The new model aims to increase the number of training and on-the-job learning periods for young people aged 16-20 in member companies in the Finnish food and drink industry.

The aim of the model is to increase the attractiveness of the industry among young talent and respond to the need for labour. In addition, the model aims to respond to the growing need for skilled workers due to the industry's sustainability, exports and investments.

The model is binding similarly to the collective agreement and the terms and conditions agreed herein will be applied instead of the provisions of the collective agreement in question.

Period of validity

The agreement enters into force at the time of signature and is valid until 31 December 2027.

The agreement is valid as a pilot project in those educational institutions and member companies of the Finnish Food and Drink Industries' Federation that have been separately approved by the steering group between the unions. During the pilot project, the steering group may agree that more educational institutions and/or companies will be included in the project.

The terms and conditions agreed are applied to apprenticeship agreements agreed in accordance with this model until the student has completed the degree or suspended the completion of their degree.

Scope of application

The model is followed in the collective agreement sectors of ETL-SEL.

The model is applied to apprenticeship students who have completed their comprehensive school and are completing a vocational upper secondary qualification in the food industry and who are at most 18 years of age in the year of starting their studies.

At the starting time of the model, it includes the following three fields of specialisation and degrees within the vocational upper secondary qualification in the food industry:

- specialisation in food technology, foods maker,
- specialisation in baking, baker-confectioner,

- specialisation in meat processing, meat products processor

Progress of training in the food industry apprenticeship model

The scope of the vocational upper secondary qualification in the food industry is 180 credits. The qualification consists of vocational qualification modules (145 credits) and joint qualification modules (35 credits). In the food technology specialisation area and the meat industry specialisation area, the vocational qualification modules include 55 compulsory credits and 90 optional credits. In the bakery specialisation area and the dairy specialisation area, the vocational qualification modules include 115 compulsory credits and 30 optional credits. In addition, the student must complete a hygiene passport.

Apprenticeship students covered by this apprenticeship model start their training in an educational institution-oriented manner and complete the joint parts of the degree (35 credits) and the hygiene passport at the educational institution.

Step-by-step progress of the training

1. Studies at an educational institution, completion of a hygiene passport, 2 compulsory modules (of which, for example, one or another is agreed upon with an apprenticeship), recommended completion time approximately 1.5 years (of which approximately six months in apprenticeship), skills demonstrations must be completed
2. Optional modules 1 or compulsory modules 2 (bakeries) at the workplace with an apprenticeship contract, including face-to-face teaching days at the educational institution if necessary, skills demonstrations completed
3. Optional modules 1 at the workplace with an apprenticeship contract, including face-to-face teaching days if necessary, skills demonstrations completed
4. All skills demonstrations completed and qualification completed

Terms and conditions for the remuneration of apprenticeship students

When a student transfers to work for the company under an apprenticeship contract (for approximately 1 to 1.5 years), the pay is determined according to the progress of the qualification as follows:

Food technology area of competence, foods maker and meat industry area of competence, meat product processor:

1. Compulsory modules for all (35 credits), hygiene passport and compulsory modules (55 credits) completed:

- 75% of the standard hourly pay/standard rate of pay according to pay category 1
- 2. Optional modules 1 (40-60 credits) completed:
 - 85% of the standard hourly pay/standard rate of pay according to pay category 1
- 3. Optional modules 2 (30-50 credits) completed, i.e. qualification completed:
 - 100% of the standard hourly pay/standard rate of pay according to pay category 1

One-half of the working time of an apprenticeship student is counted towards working time under the collective agreement.

Bakery industry area of competence, baker-confectioner:

1. Compulsory modules for all (35 credits), hygiene passport and "compulsory qualification components 1" (i.e. modules "Working in food production" and "supervision and maintenance of bakery processes", totalling 55 credits) completed:
 - 75% of the standard hourly pay/standard rate of pay according to pay category 1
 2. "Compulsory modules 2" (i.e. "modules degree parts 2" (i.e. the degree parts "manufacture of bread products", "manufacture of pastry products" and "manufacture of confectionery products", totalling 60 credits) completed:
 - 85% of the standard hourly pay/standard rate of pay according to pay category 1
 3. Optional modules (30 credits) completed, i.e. qualification completed:
 - Pay category 2.
 - Progress according to the subheading: A student who has completed the vocational qualification in food production, baker-confectioner
- If the studies are interrupted, one-half of the working time of an apprenticeship student is counted towards working time under the collective agreement (Bakery work).

Pay of a workplace instructor

If the workplace instructor is an employee covered by the ETL-SEL collective agreement, they will be paid a job instruction supplement in accordance with the collective agreement, unless another method of remuneration is agreed. Instead of the job instruction supplement, the instructor can be paid, for example, either a one-off compensation paid according to the progress of the student's qualification modules or a fixed monthly compensation or a combination of the previous. At the workplace, the time spent on performing the workplace instructor's duties is monitored, and the monitoring ensures that the remuneration level of the workplace instructor is fair in relation to the workload used.

The above does not affect any practices already in use in companies concerning the remuneration of apprenticeship students' workplace instructors.

If an employee other than a workplace instructor instructs an apprenticeship student, the employee will be paid a job instruction supplement in accordance with the collective agreement.

Part-time bakery employees

Apprenticeship students working under an apprenticeship contract are not part-time employees as referred to in section 34 of the collective agreement.

Co-operation between the company and the employee representative

The parties recommend that the employer's representatives and the shop steward discuss the model and any related location-specific questions together in the pilot companies. The parties shall also pay attention to the work community development plan pursuant to section 9 of the Act on Co-operation within Undertakings as part of the dialogue pursuant to the Act on Co-operation within Undertakings.

Steering group

The apprenticeship working group acts as a steering group. The steering group will resolve any questions about the interpretation of the model and any additions to the model. If necessary, the steering group also approves new companies and educational institutions as well as degrees within the scope of the model. The steering group also reviews questions related to the workplace instructor's pay and compensation during and after the pilot.

GET TO KNOW WORKING LIFE AND EARN (TUTUSTU TYÖELÄMÄÄN JA TIENAA) SUMMER TRAINING PROGRAMME 2025–2027

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 firsthand experience of the activities of food industry companies, their various tasks, staff structure, forms of cooperation, and opportunities offered by the sector, and to enable young people to carry out practical work that suits them. Summer traineeships are applied for directly from companies in the sector.

Therefore, the parties to the agreement have agreed the following:

1. The provisions below apply to young people aged less than 18 and those participating in the TUVA programme whose employment relationship is based on the "Tutustu työelämään ja tienaa" summer training programme.
2. An employment relationship in accordance with a continuous summer training programme lasting two weeks or ten working days can be placed between 1 June and 31 August. A young person may have one period of training within the meaning of this agreement in each operating unit of the same employer.
3. The total pay for the completion of the "Tutustu työelämään ja tienaa" summer training programme in 2025 is EUR 375 and EUR 395 in 2026 and 2027.. The pay includes the holiday compensation accumulated in the training period. Statutory social-security contributions will be paid from the salary, depending on the age of the person.
4. The provisions concerning salaries, salary determination criteria and other financial benefits under the valid collective agreement are not applied to persons whose employment relationship is based on the summer training programme referred to in this protocol.

Helsinki, 12 May 2025

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