

**Dairy workers**  
**COLLECTIVE AGREEMENT**

14 April 2025–31 January 2028

**Finnish Food and Drink Association ETL**  
**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.***

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

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

### **1. Agreement period**

The collective agreement for dairy 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. Amendments to the text of the collective agreement****4.1 Calculation of overtime**

In section 16, paragraph 2 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 section 33 of 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.

## **4. 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.

## 5. Entries in the protocol of signature

5.1. 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.

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

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

5.3. Age programme for employees over 50

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

5.4. Competence in food hygiene

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

5.5. 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).

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

#### 5.6. Changes in terms and conditions of pay and employment

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

#### 5.7. Lone working

Occupational Safety and Health Act: chapter 5, section 29

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.

#### 5.8. Penalty fines

Penalty fines at the local level (companies and trade union branches) are in the dairy 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

### Pay

#### MONTHLY SALARIES

##### Until 31 May 2025

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2074	1975
2	2174	2070
3	2391	2277
4	2474	2356
5	2539	2418
6	2671	2544

##### 1 June 2025

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2125	2024
2	2228	2122
3	2451	2334
4	2536	2415
5	2602	2478
6	2738	2608

##### 1 May 2026

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2187	2083
2	2293	2184
3	2522	2402
4	2609	2485
5	2678	2550
6	2818	2684

**1 May 2027**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2240	2133
2	2348	2236
3	2583	2460
4	2672	2545
5	2742	2611
6	2885	2748

\* Helsinki, Espoo, Vantaa, Kauniainen

**MAINTENANCE DEPARTMENTS' MONTHLY SALARIES****Until 31 May 2025**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2136	2034
2	2363	2250
3	2498	2379
4	2756	2625

**1 June 2025**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2189	2085
2	2421	2306
3	2560	2438
4	2826	2691

**1 May 2026**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2252	2145
2	2492	2373
3	2634	2509
4	2907	2769

**1 May 2027**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2306	2196
2	2552	2430
3	2697	2569
4	2977	2835

\* Helsinki, Espoo, Vantaa, Kauniainen

**SENIORITY BONUSES**

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

## **COLLECTIVE AGREEMENT**

for DAIRY WORKERS

FINNISH FOOD WORKERS' UNION SEL

### **I GENERAL**

#### **Section 1 Scope of the agreement**

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

#### **Section 2 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.

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

##### **Minute:**

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

#### **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 106.

## Section 4 General agreements

The following general agreements have been concluded between the unions:

[ETL/SEL Holiday pay agreement 2005](#), page 109.

[ETL/SEL Agreement on protection against dismissal 2003](#), page 75.

[ETL/SEL General agreement 2003](#), page 90.

[The recommendation of the central organisations of 12 January 2006 on the prevention of substance abuse, treatment of substance abuse, and referral to treatment at workplaces is followed between the union and the federation](#), page 113.

## 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:**

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

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

### **Cancelling the employment relationship**

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

### **Application guideline:**

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

## **Section 6 Fixed-term employment contract**

The employment relationship of 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. 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.*

## II PAY CATEGORIES, PAY AND SEPARATE SUPPLEMENTS

### Section 7 Pay categories and pays

#### PAY CATEGORIES

Pay category

- 1 New employee in the dairy industry for 4 months.
- 2 Dairy industry employee for 5–12 months.  
  
Dairy subtasks, such as:  
- a subtask on a machine or production line as the only task.
3. Dairy work.  
  
The use of a production line and installation, as well as work of similar complexity.  
  
Work included in pay categories 5 and 6 for a maximum of 6 months.  
  
For the most demanding tasks in salary group 3, as well as for the multiskilled workers, an increase of 1-5 per cent of the basic salary is paid. Such tasks are stated in the local negotiations.
4. Worker in the 3rd pay category after five years in the sector
5. Work requiring independent management of demanding machines and tasks related to product deliveries and supplies.  
  
Work included in pay category 6 for a maximum of 6 months.  
  
Difficulty level and multi-skill competence as in pay category 3.
6. Specialist knowledge is required for important and responsible dairy work, such as the use of milk and whey powder machinery and making cheese, which requires a high level of professional skill and long-term experience in independent mastery.  
  
Difficulty level and multi-skill competence as in pay category 3.  
  
When a worker, through their training and experience, independently manages and performs work placed in pay categories 5 and 6, they are

placed in the pay category in question regardless of the indicative training periods (6 months and 6 months) mentioned in the pay category.

**Minute 1:**

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

**Minute 2:**

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

**Minute 3:**

**Cost-of-living classification**

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

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

**Monthly salaries**

**Until 31 May 2025**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2074	1975
2	2174	2070
3	2391	2277
4	2474	2356
5	2539	2418
6	2671	2544

**1 June 2025**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2125	2024
2	2228	2122
3	2451	2334
4	2536	2415
5	2602	2478
6	2738	2608

**1 May 2026**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2187	2083
2	2293	2184
3	2522	2402
4	2609	2485
5	2678	2550
6	2818	2684

**1 May 2027**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2240	2133
2	2348	2236
3	2583	2460
4	2672	2545
5	2742	2611
6	2885	2748

\* Helsinki, Espoo, Vantaa, Kauniainen

**Maintenance department workers**

The conditions of pay and employment applicable to the workers of the maintenance departments, such as metal workers, maintenance workers, stokers, carpenters, electricians, builders, and other such workers working in the facilities covered by this collective agreement, shall be governed by this agreement. Maintenance departments' discussion memo page 76.

## **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 Given employees undertake mountings, repairs, tune-ups, servicing and performance of user operations concerning complex machinery and equipment requiring special familiarisation and competence or particular training. In this case, the employees' minimum pay will exceed the standard rate of pay in pay category 4 by no less than 5–20%.

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 qualification completed, vocational, employment-related and other such courses

Vocational upper secondary qualification

The completion of a suitable vocational upper secondary qualification approved according to the syllabus counts as 18 months of employment.

Courses in vocational training, etc., and working in a related profession.

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.

[Discussion memorandum](#) page 74.

## Maintenance departments' monthly salaries

### Until 31 May 2025

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2136	2034
2	2363	2250
3	2498	2379
4	2756	2625

### 1 June 2025

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2189	2085
2	2421	2306
3	2560	2438
4	2826	2691

**1 May 2026**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2252	2145
2	2492	2373
3	2634	2509
4	2907	2769

**1 May 2027**

Pay category	Helsinki Metropolitan Area* EUR	Rest of Finland EUR
1	2306	2196
2	2552	2430
3	2697	2569
4	2977	2835

\* Helsinki, Espoo, Vantaa, Kauniainen

**SEPARATE SUPPLEMENTS****1. Seniority bonuses**

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

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

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

### **Application instructions**

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.

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.

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 20.

Part-time employees

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

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

## **2. 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.

## **3. 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.

## **4. Heavy work bonus**

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

### **Application guideline:**

#### *Bonus for lifting and moving of heavy loads*

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

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

## **Section 8 Arrangement of work and 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 new 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 9 Payment of salary**

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

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

### **Application guideline:**

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

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

For the use of one's own car, 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 will be as follows:

1. A full-day allowance will be paid for work travel of more than 10 hours. The full-day allowance is 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 a worker has to spend the night on the trip and the employer does not provide free accommodation, in addition to the travel expenses and per diem allowance, the employer shall reimburse the accommodation expenses incurred for the accommodation in accordance with the supporting documents attached to the invoice, up to the maximum limits of the State Travel Regulations. If the travel has required staying overnight and the employee presents no invoice for the accommodation, an overnight travel allowance equal to the part-day allowance will be paid.

d) The employee is paid a meal allowance 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.

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

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

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

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 11 Working 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 WORKING HOURS**

#### **Section 12 Working hours**

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

##### **Minute 1:**

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

The working time in continuous three-shift work has been agreed upon in separate minutes between the union and the federation (starting from page 69).

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

#### **Section 13 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 14 Days off**

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

1. Two days of uninterrupted free time. The days off are given so that they rotate on a weekly basis.
2. For a day off on a Sunday, the second day off is either Saturday or Monday.
3. For a day off on a Sunday, the second day off rotates on a weekly basis.
4. When a facility or one of its departments operates only five days a week, the placement of days off is negotiated taking into account the need for production and workers' requests.
5. Where a work period includes religious holidays, New Year's Day, May Day, or Independence Day, its length shall correspond to the general working time of the industry to be observed in each year. Any shortening of the work period may take place either during the work period concerned, or mainly during the following or preceding work period.

### **Minute:**

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

## **Section 15 Overtime**

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

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

The compensation for a long working day in periodic work exceeding eight hours is provided for in section 16 and the compensation for working on days off is provided for in section 17.

### **Section 15a Maximum working hours**

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

### **Section 16 Compensation for a long working day in periodic work**

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

#### **Work done on the eves of holidays and public holidays**

##### **Minute 1:**

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

#### **Work continued after the change in workday (past midnight)**

##### **Minute 2:**

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

2. If a worker has worked more than 80 hours during the two-week period of their working hours under the working hours scheme, they

shall be paid an hourly wage in addition to the allowances referred to in paragraph 1 above for the hours exceeding the said hours.

**Minute 1:**

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

**Minute 2:**

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

## I EXAMPLES OF COMPENSATION FOR LONG WORKING DAYS

1. Periodic work with a period of two weeks, with 80 regular working hours, is in place. The compensation paid to the employee on the basis of the actual working hours is as follows:

Compensation %	Hours worked during the period														Total
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
	8	10	8	12	8	-	-	10	8	6	4	-	-	6	80 h
50%		2		2				2							6 pcs
100%				2											2 pcs

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

2. Periodic work with a period of two weeks, with 80 regular working hours, is in place. The compensation paid to the employee on the basis of the actual working hours is as follows:

	M	T	W	T	F	S	S	M	T	W	T	F	S	S		
	8	10	8	12	8	-	-	10	8	6	8	-	-	6	84 h	= 4
50%			2	2				2							6 x 0.50	= 3
100%				2											2 x 1	= 2
																9

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

### Section 17 Day-off compensation

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

### Examples of day-off compensation

1. Periodic work with a period of two weeks, with 80 regular working hours, is in place. The worker has worked on two days off during the period. The compensation paid to the employee on the basis of the actual working hours is as follows:

	M	T	W	T	F	S	S	M	T	W	T	F	S	S		
	8	8	8	8	8	-	-	8	8	8	8	-	-	8	= 80 h	
						7						6			= 13 t	= 13
50%						7						1			= 8 h x 0,5	= 4
100												5			= 5 h x 1.00	= 5
																22

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

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



**Application guideline:**

*The compensation for work on major public holidays covers:*

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

*The compensation for work on major public holidays does not cover:*

- *morning work compensation*
- *weekly rest compensation*
- *shift work supplement*
- *evening and night work supplement*

*The morning work compensation and the weekly rest period compensation are calculated from the unincreased salary, and the shift work bonuses and the evening work compensation are calculated as 100% of the increased salary.*

**Section 19 Morning, shift, evening, night and Saturday supplements****Morning work compensation**

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

**Application guideline:**

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

**Shift work supplements**

Workers involved in shift work are paid a shift work supplement of 15% of the standard hourly pay for the evening hours and 30% for the night-shift hours.

**Minute:**

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

**Evening work supplement**

For work performed after 4 p.m., if the work is not shift work, an evening work supplement of 15% of the standard hourly pay is paid.

**Application guideline:**

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

Example 1:

A worker has started work in the morning so that they have worked for 8 hours at 3 p.m. After that, they will receive compensation for a long working day. If the person continues their work after 4 p.m., no evening work supplement is paid, as the payment of evening work supplement has not begun during the eight-hour working day.

Example 2:

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

**Night work supplement**

For work performed between 9 p.m. and 6 a.m., if the work is not shift work, a night work supplement of 30% of the standard hourly pay is

paid. The night work supplement is not paid at the same time as the morning hour supplement.

### **Saturday work supplement**

Regular work performed on a Saturday is paid with an increase of 15% between 6 a.m. and 4 p.m. The supplement is not paid in the evening shift.

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

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

### **Examples of compensation for work done on a Saturday**

*I. In periodic work, Saturday is a working day from 10 a.m. to 6 p.m. according to the working hours scheme.*

*The employee is paid:*

- 10 a.m.-4 p.m. Saturday supplement 15%
- 4-6 p.m. Saturday supplement 100%

*II. An employee working in periodic work works on a Saturday from 6 a.m. to 6 p.m. on a working day according to the work schedule.*

*To be paid:*

- 6 a.m.-2 p.m. Saturday supplement 15%
- 2 p.m.-6 p.m. compensation for a long day 100%
- from 2 p.m. to 4 p.m. Saturday supplement 15% of the increased pay
- 4-6 p.m. Saturday supplement 100%

*III. An employee working in periodic work works on a Saturday in the evening shift according to the work schedule from 2 to 10 p.m.*

*To be paid:*

- 2 p.m.-4 p.m. evening shift supplement 15%
- 4 p.m.-10 p.m. Saturday supplement 100%
- 4 p.m.-10 p.m. evening shift supplement 15% of the Saturday increased pay

*IV. The employee works from 8 a.m. to 6 p.m. on a Saturday on a day off.*

*To be paid:*

- 8 a.m.-4 p.m. day-off compensation 50%
- 4 p.m.-6 p.m. day-off compensation 100%
- 4-6 p.m. Saturday supplement 100%

*A. An employee working uninterrupted three-shift work is on an evening shift on Saturdays from 2 p.m. to 10 p.m. in accordance with the work schedule. The employee is paid:*

- Saturday supplement 100% from 2 p.m. to 10 p.m.
- from 2 p.m. to 10 p.m. evening shift supplement 15% of the Saturday pay

## **Section 20 Calculation of daily and hourly pay**

When calculating the amount of a worker's part-time pay, 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.

When calculating the salary payable for part-time work, 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 protocol on the reduction of working hours in the dairy industry.

For the purpose of calculating compensations for long working days and the percentage-based compensations and bonuses and the emergency bonus, the basic pay shall be calculated by dividing the monthly salary by 160 when the regular working hours are 40 hours per week.

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.

### **Conversion of hourly pay to monthly salary**

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

### **Part-time workers:**

Hourly pay divisor 160.

## **Section 21 Rest breaks**

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

## **Section 22 Work shift schedule**

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

### **Minute 1:**

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

### **Minute 2:**

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

## Section 23 Emergency work and on-call duty

When a worker is called to work outside of their regular working hours, after leaving the workplace, they are paid at least one hour's salary, and overtime compensation if and when they work overtime. 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 to equal to the average hourly pay for two hours as intended in section a) above, but no overtime compensation.

### Application guideline:

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

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

### **Regular working hours**

The maximum regular working hours are 8 hours a day and 40 hours a week. Regular daily working hours can be temporarily extended during one or more days, although not more than with one hour and provided that the working hours on other days of the same week is correspondingly shorter.

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

in day work and two-shift work an average of 40 hours per week for a period no longer than 4 weeks, provided that a work schedule is prepared for the work in advance, at least for a period during which regular weekly working hours even out to the said average.

### **Days off**

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

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

In single shift work, the second day off is given either on Saturday or Monday or, if this is not possible, so that the second day off rotates on a

weekly basis. With the worker's consent, days off can also be given on a fixed day of the week.

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

### **Overtime**

For work beyond the daily regular working hours, the first two hours will be paid with an increase of 50% and the subsequent hours will be paid with an increase of 100%. 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.

## **Section 25 Seasonal fluctuations**

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

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

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

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

### **Minute:**

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

## IV PAID ABSENCE

### Section 26 Sick pay

1. 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 fall ill before the start of their shift, the day in question is considered the first day of the calendar period.

Likewise, in the case of 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 20 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 27 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 28 Sick children

1. In the event that a child less than 10 years of age that is the employee's own child or a child permanently living in the employee's household suddenly falls ill, the mother or father, or in the latter case the guardian who continuously lives with either the mother or the father in a common household in marriage-like conditions without having entered into marriage (hereinafter 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.*

### **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 29 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 (998/93) 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 30 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 and common-law spouse (regularly living in the same household).

**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**

An employee obligated to do military service taking part in a military call-up and the resulting absence from work is deemed an acceptable absence referred to in this agreement, and it shall not cause a reduction in their earnings.

**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.

## **V ANNUAL HOLIDAY**

### **Section 31 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.

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

#### **Application guideline 1:**

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

#### **Application guideline 2:**

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

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

### **Section 32 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.

#### **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 in question is paid for the two holiday days transferred in this way, in addition to what is otherwise agreed concerning the holiday bonus. The same shall apply to two days when the employer exercises the right to postpone an annual holiday referred to in this section.*

#### **Application guideline:**

*According to the 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. This is necessary, for example, when*

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

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

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

*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, the worker or their representative must always be given the opportunity to express their opinion on the time of the holiday. If possible, the worker must be informed of the period of the annual holiday one month and at the latest two weeks before the start of the holiday or part of the holiday.*

*In the event of the aforementioned postponing of an annual holiday, the worker shall receive additional compensation as either money or time. When using monetary compensation, the worker is entitled to a separate holiday bonus of 50% in addition to the normal holiday bonus for the relevant part of the holiday. When giving free time as compensation, the worker will be compensated the time multiplied by 1.5.*

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

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

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

### **Section 33 Holiday bonus**

The 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.*

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

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

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

## **VI OCCUPATIONAL SAFETY**

### **Section 34 Protective clothing**

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

### **Section 35 Occupational safety**

1. 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.

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

## VII TRADE UNION

### Section 36 Shop steward

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

**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 employer shall compensate for the loss of earnings that the chief shop steward chosen by the union branch loses when working during working hours, either in local negotiations or on the employer's behalf

elsewhere. If the chief shop steward carries out the employer's assignments after the actual working hours, overtime compensation is paid for the time thus lost. In the case of dairies and processed cheese factories and ice-cream factories with more than 10 workers, the chief shop steward shall be compensated and granted an exemption as follows:

Number of employees	Time-off hours/week	Compensation, EUR/month	Compensation, EUR/month	Compensation, EUR/month
		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, the chief shop steward is entitled to receive information quarterly and in confidence on the following:*

##### *1) new employees*

- name*
- department*
- pay category*

2) *resigned employees*

3) *information on monthly salaries once the Confederation of Finnish Industries (EK) statistics are completed*

- *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 dairy workers at the said workplace.*

### Section 37 Occupational health and safety representative

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

Number of employees	Until 31 May 2025	As of 1 June 2025	As of 1 May 2027
	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 38 Workplace visits

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

The officials of the Finnish Food Workers' Union, after agreement with the dairy or factory management, will be given the opportunity to visit, together with the dairy or factory representative and the relevant shop

steward or occupational health and safety representative representing the workers, to familiarise themselves with the circumstances in the establishments covered by this collective agreement.

### **Section 39 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 40 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 41 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 42 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. Employees must notify the employer of taking a course at least two weeks before the start of the course when the course lasts no more than one week and at least six weeks before when the course lasts more than one week. 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 43 Dispute resolution**

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

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

### **Minutes entry 1:**

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

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

**Minute 2:**

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

**VIII INDUSTRIAL PEACE**

**Section 44 Industrial peace**

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

**Section 45 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

## REDUCING WORKING HOURS IN THE DAIRY INDUSTRY 2003

### SECTION 1 SCOPE OF APPLICATION

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

**Minute:**

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

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

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

See section 5 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 4.

### SECTION 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.

## SECTION 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 "
" 170 "	10 "
" 187 "	11 " or 10 days off and 8 hours
" 210 "	12.5 " or 10 days off and 20 hours

The following are considered time at work:

- Days of work complying with the working hours schedule that coincide with an employee's illness, accident or quarantine, as in section 60 of the Infectious Diseases Act, on which the employer pays sick pay (including waiting periods)
- Any training time paid for at least partially by the employer to the extent that the employer compensates loss of earnings
- 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
- 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
- Military call-up and reserve training

- Lay-off for a maximum of 30 days a year
- 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.

#### SECTION 4 GRANTING OF LEAVE

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

The leave is granted as follows:

reducing 10 full shifts and 20 hours of periodic work, 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.

#### SECTION 5 EARNINGS LEVEL

A salaried employee will be compensated for their loss of earnings by paying them their full salary. Compensation for early morning hours is No percentage-based shift work bonuses or morning work compensation is paid for reduced working hours.

#### SECTION 6 WORK CARRIED OUT IN ADDITION TO THE WORK SCHEDULE

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

#### SECTION 7 ANNUAL HOLIDAY

For the purpose of calculating the length of an annual holiday, the days off referred to in section 7 of the Annual Holidays Act shall also be regarded as equivalent to working time.

#### SECTION 8 TEMPORARY TRANSITION OF PART-TIME EMPLOYEES INTO FULL-TIME WORK

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.*

#### SECTION 9 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.

#### SECTION 10 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, for example, 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

FINNISH FOOD AND DRINK ASSOCIATION 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.

#### **Minuted note:**

*These minutes are applied to employees who work 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.

#### **Minuted note 1:**

*Average weekly working hours do not include annual holiday time.*

**Minuted note 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 single 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, for example, 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 above.

## **Section 5 Overtime**

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

### **Minuted note:**

*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.

FIINNISH FOOD AND DRINK ASSOCIATION ETL

FINNISH FOOD WORKERS' UNION SEL

**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.

## 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 81 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 time prescribed as weeks, months or years after the designated date ends on the day of the prescribed week or month which corresponds with said date in terms of its name or number. 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 uninterrupted 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 comply with 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 unfounded termination of employment**

An employer that has dismissed an employee in violation of the grounds for dismissal as specified in section 2 of this agreement will be 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 LAY-OFF**

#### **Section 14 Lay-off**

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

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

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

A laid-off employee may accept other work during the lay-off. The 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 lay-off 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 lay-off is not possible in such a case, the beginning of the lay-off 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 guideline:**

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

**Section 18 Lay-off and termination notices to the shop steward and the employment authority 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 their members.

### 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 Notifications**

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

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

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

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

## 4.1 Exemption from work and compensation for loss of 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 Job security**

#### Dismissals on financial and production-related grounds

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

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 above-mentioned 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.

#### **4.4 Deputies**

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

If the employer terminates the 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 Jointly arranged training**

Training to promote co-operation in the workplace will be jointly arranged by central organisations or their member organisations, by the

co-operation bodies of their member organisations or by the employer or the employees jointly, at the workplace or some other place.

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

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, continued employment and notification time frames**

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

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

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

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

## **CHAPTER 9 BINDING CHARACTER OF AGREEMENT**

This agreement is in force 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

<b>Industry-specific coefficient as of 1 April 1986</b>	<b>Industry</b>
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 for one occupational health and safety representative that is completely exempted from their other duties.

If the occupational health and safety representative represents employees working in different industries as classified in the industry classification, his time consumption will be determined in accordance with the average of industry-specific coefficients as weighted with employee numbers. If the calculation results have tenths of hours in them, these results will be rounded up to the next full hour. However, the exemption from work will be no less than four hours during four consecutive weeks.

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

**HOLIDAY PAY AGREEMENT 2005**

The 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 problems caused by substance abuse and its detrimental effects in working life;
- influence attitudes for the identification and handling of substance abuse and related problems in an open and constructive manner;
- lower the threshold for intervention and broaching the subject;
- promote awareness of and commitment to a workplace's shared operating methods (in terms of substance abuse);
- promote immediate and early intervention in abuse cases;
- promote a substance abuser's referral 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:

- repeated tardiness, premature leaving of the workplace and other failures to observe working hours;
- random and sudden absences from work;

- repeated surprising switches of work shifts at a person's own initiative;
- arriving to or being at work in a hangover;
- an impairment of effectiveness, neglected duties and repeated mistakes;
- sick leave certificates from different doctors;
- avoidance of supervisors;
- repeated accidents;
- driving under the influence;
- days off.

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 under influence 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:**

- at the substance abuser's or their family's initiative;
- at the initiative of co-workers or the workplace's liaison;
- at the initiative of a supervisor/the employer
- at the initiative of occupational healthcare.

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)

Kirkon Työmarkkinalaitos KiT

STTK, The Finnish Confederation of Professionals

VTML, The State Employer's Office

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 TUVVA 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

FINNISH FOOD AND DRINK INDUSTRIES' FEDERATION ETL

THE FINNISH FOOD WORKERS' UNION SEL

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