THE COLLECTIVE AGREEMENT 2023 – 2025

concerning

DELIVERY PERSONNEL

between

FINNMEDIA and INDUSTRIAL UNION
(MEDIALIITTO and TEOLLISUUSLIITTO)

The agreement is valid for the period of
1 March 2023 – 28 February 2025

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PURPOSE OF THE COLLECTIVE AGREEMENT

The associations have agreed that the purpose of the collective agreement is as follows:

According to the Finnish Collective Agreements Act (työehtosopimuslaki), a collective agreement is any agreement concluded between associations concerning the terms and conditions which a company must comply with in contracts of employment or in employment generally.

The basic objective of collective agreement activities is to promote the company's success, the personnel's terms of employment and industrial peace.

Through collective agreement activities, the associations aim to promote objectives that are essential and important for both employers and employees. According to these objectives, companies can:

- engage in profitable business by providing services for customers, which is required in order to ensure competitive terms of employment and job security,
- provide their personnel with the opportunity to improve their skills and knowledge and, consequently, to promote their responsibility and motivation for securing the continuity of the company's business and work,
- utilise the expertise and resources across the organisation through co-operation and participation systems,
- promote productivity and profitability through co-operation and create a pay and remuneration system that is motivating and increases productivity.

GOOD NEGOTIATING PRACTICE

The elements of a trust-promoting negotiation culture include the following:

- The negotiating parties are equal. The objective is to reach a consensus.
- Different interests of the negotiating parties are acknowledged, and co-operation is based on mutual respect.
- Matters to be negotiated are communicated accurately and in a timely manner. The importance and effects of and alternatives to the solution being pursued are investigated in co-operation.
- Negotiating practices are based on transparency, integrity and study of the facts.
- Negotiations on questions of interpretation of the collective agreement are conducted in accordance with the negotiating procedure specified in the collective agreement. In any other matters, the negotiating procedure is determined first, after which the negotiating parties and the authorisations of the negotiators are established.
- Negotiations are conducted promptly, avoiding any undue hurrying or delay.
- In order to avoid subsequent disagreements, the result of the negotiations is recorded as accurately and clearly as possible.
- If no agreement is reached in a negotiation concerning the interpretation of the collective agreement, the opinions of the parties, including the reasons presented, are recorded in a common memorandum.

In addition, the following principles shall apply to the negotiation co-operation between the associations:

- In ambiguous cases, no advance stand is taken in favour of the opinion of either party.
- When interpreting agreements, the associations aim for an objective resolution through negotiations, including a clear statement of reasons.

CHAPTER 1

SCOPE OF APPLICATION AND VALIDITY

CHAPTER 1

SCOPE OF APPLICATION AND VALIDITY

1.1 SCOPE OF APPLICATION OF AGREEMENT

This collective agreement shall apply to delivery personnel employed by members of Finnmedia and to their terms of employment.

The scope of application of the collective agreement covers the delivery of any addressed and unaddressed items and any other work related to a company's delivery business.

Protocol entry:
The change to the provision on the scope of application is not intended to redraw the line between the collective agreement concerning delivery personnel and the agreement concerning workers in the media and printing industry.

1.2 VALIDITY AND TERMINATION OF AGREEMENT

1. This agreement shall be in force from 1 March 2023 to 28 February 2025. After this period, the agreement shall remain in force for one year at a time, unless either one of the parties terminates it. The term of notice is two (2) months.

2. If the agreement is terminated, the counterparty must be provided with a complete proposal for amendments no later than 14 days before the termination date if there is a desire to continue the agreement.

3. This collective agreement has been signed in two copies, one for each party.

4. During the agreement period, the parties may propose negotiations on questions that, considering the development of the industry and the needs of the parties, should be resolved regardless of the timetable of the actual collective agreement negotiations.

1.3 BINDING NATURE OF AGREEMENT

1. The agreement shall be binding on the signatory associations and their registered member associations, as well as those employers and employees who are, or during the period of the agreement were, members of an association bound by the agreement.

2. Employers and employees shall observe the provisions of this collective agreement in any contracts of employment concluded between them and in employment relationships in general.

3. The associations shall ensure that their member associations and members do not fail to comply with the provisions of this agreement.

4. The associations shall comply with the above provisions concerning the negotiating procedure and put their members under the obligation to comply with them and any decisions that are based on them.

1.4 DUTY TO SUPERVISE COMPLIANCE WITH AGREEMENT

1. The signatory associations to the collective agreement are responsible for ensuring that their members apply the provisions of the collective agreement correctly in the mutually agreed manner.

2. If the collective agreement has not been applied correctly and the non-compliance is not rectified immediately after the association has been informed about it, the association shall be regarded as having neglected its supervisory duty.

Note: *The provision concerns matters for which the actual collective agreement includes a clear, indisputable norm or which are subject to common instructions of application.*

CHAPTER 2

EMPLOYMENT RELATIONSHIP

CHAPTER 2

EMPLOYMENT RELATIONSHIP

2.1 CONCLUDING AN EMPLOYMENT CONTRACT

1. An employment contract shall be in writing.

2. An employment remains in force indefinitely, unless it has been made for a specific fixed term for a justified reason. Contracts made for a fixed term on the employer's initiative without a justified reason shall be considered to be in force indefinitely. (Employment Contracts Act [työsopimuslaki], chapter 1, section 3, subsection 2)

It is prohibited to use consecutive fixed-term contracts when the number or total duration of fixed-term contracts or the entirety formed by such contracts indicates the employer's permanent need for labour. (Employment Contracts Act, chapter 1, section 3, subsection 3)

If a fixed-term contract is renewed, a report of the grounds for the renewal shall be given to the shop steward.

3. The employer and the employee may agree on a trial period of a maximum of six months which starts when the employee begins to work. If an employee has been absent during the trial period because of incapacity for work or on family leave, the employer is entitled to extend the trial period by one month for every 30 calendar days of incapacity for work or family leave. The employer shall notify the employee of the trial period extension before the end of the trial period (Employment Contracts Act, chapter 1, section 4, subsection 1).

In fixed-term employment, the trial period including any extension may cover no more than half of the duration of the contract, and in any event no more than six months. (Employment Contracts Act, chapter 1, section 4, subsection 2)

4. At the beginning of employment, the employer informs the employee of the applicable collective agreement and the shop steward and negotiating system and provides the employee with the name and contact details of the shop steward and the industrial safety delegate.

Protocol entry 1: *When an employer agrees on fixed-term employment relationships or trial periods, the shop steward for the respective industry should be informed about them. This helps to avoid ambiguous situations.*

Protocol entry 2: *If an employee not included in the company's personnel is allowed to work on the company's premises and/or work using equipment owned by the company, the matter shall be discussed with the shop steward in order to establish the principles of and need for such work.*

2.2 RIGHT OF SUPERVISION AND RIGHT TO ORGANISE

1. The employer and the employer's representative have the right to supervise the work, and employees shall perform the tasks assigned to them as required by the collective agreement.

2. The right to organise is mutually inviolable.

2.3 CHANGING THE TERMS OF EMPLOYMENT

2.3.1 Changes to delivery areas

The employer has the right to make any changes to delivery areas that have proven necessary. In such cases, a review of wages shall be performed for these areas. Any expansions and constrictions of areas shall be negotiated in order to reach a mutual understanding, in accordance with the negotiating procedure of the collective agreement.

Application instruction:
Some collective agreements in the industry include provisions on changing the terms and conditions of employment, such as changing employees' duties or working hours. The co-operation agreement determines the obligations to negotiate in situations involving changes.

The terms of employment may be changed by agreement. One-sided changing of the terms of employment is possible in matters included within the scope of the employer's right of supervision. A reason for termination of the employment contract is required for the changing of an essential term of employment specified in the contract, unless it is not possible to reach an agreement on the change.

It is not possible to agree on terms that fail to satisfy the minimum terms specified in the collective agreement or labour legislation.

CHAPTER 3

WORKING HOURS

CHAPTER 3

WORKING HOURS

3.1 WORKING-TIME SYSTEM

1. A delivery employee works six consecutive shifts, followed by two days off (6+2)

2. Local agreement on other working-time systems and using such systems in parallel in the company is also possible.

3.2 DELIVERY HOURS

The employer informs the employee of the starting hour of a delivery and the hour by which newspapers must be delivered under normal circumstances The intervening time is called delivery hours.

3.3 AREA MEASUREMENT

1. The payment of wages is based on delivery area time, which is primarily determined using the standard time system. The norms of the standard time system are specified locally with the shop steward. The basic norms of area measurement are the area base time and item-specific handling time.

2. Delivery companies shall start to apply the standard time system to area measurement, unless locally agreed otherwise with the shop steward.

3. The delivery employee and the employer have the right to demand that the delivery area time determined using the standard time system or any other method be checked by clocking. In the absence of changes in the area conditions, clocking may be demanded only once a year. The clocking must be performed within reasonable time of expressing the demand. The new delivery area time and corresponding wages come into effect as from the date on which the clocking was demanded.

4. The delivery employee and the employee's shop steward have the right to participate in a review of working hours spent on delivery of newspapers. The shop steward is compensated for loss of earnings. The employer notifies the delivery employee and the shop steward of the clocking.

Application instruction
The reason for adopting the standard time system is the improvement of the fairness of pay: equal wages will be paid for equal work.

The standard time system involves measuring two norms:

1) ***The area base time*** *covers moving in the area without any other activity.*

2) ***The item-specific handling time*** *covers the actions related to the handling of individual newspapers and other products being delivered (item-specific initial measures, drop-off and finishing measures).*

The time required by the different work phases is determined on the basis of research and experience. When an individual factor changes, the delivery area time may be checked without measuring the entire area.

Each action included in the work is included either in the area base time or the item-specific handling time. ***Starting and finishing tasks*** *may be measured as a separate entity, in which case it is not necessary to determine the item-specific effect during the starting and finishing of work. Local signatory parties are also free to agree on other norms to apply.*

3.4 DAYS OFF

1. A regular work shift may be scheduled for any day, with the exception of the days subsequent to New Year's Eve, Easter Saturday, Midsummer Eve and Christmas Eve, for which it is possible to schedule regular work shifts if the newspaper company has agreed on issuing a newspaper on the day in question.

2. A Sunday bonus shall be paid for working on midweek holidays and on the Saturday following Good Friday.

3.5 EXCEPTIONAL DELIVERY

Delivery areas may be combined on days when some of the newspapers normally included in the delivery are not issued.

3.6 IMPEDIMENT TO WORK

If a delivery employee is unable to do his or her work, the employee must immediately inform the employer of this. The employee must hand in the delivery list and

keys to the employer or inform the employer where they may be collected.

3.7 ADDITIONAL WORK AND OVERTIME

1. Any work performed in addition to a scheduled regular work shift is additional work. It is payable as area wages or in accordance with personal hourly wages.

2. Work is considered as daily overtime when the number of actual daily working hours exceeds eight hours, or weekly overtime when the employee works during weekly free time after already completing the 40 weekly working hours.

3. Employees are compensated for overtime in accordance with the provisions of the Working Hours Act (työaikalaki).

3.8 DAILY REST PERIOD

In deviation of section 25, subsection 1 of the Working Hours Act, employees must be given an uninterrupted rest period of at least 9 hours during the 24 hours following the beginning of each work shift, except for work carried out during standby. In other respects, the daily rest period provisions of the Working Hours Act shall apply.

3.9 WEEKLY REST

1. If the number of actual daily working hours is three or less, the employer is not liable to arrange specific weekly rest.

2. Weekly rest is based on the Working Hours Act. According to current legislation, employees must be given at least 35 hours of uninterrupted weekly rest each week, preferably around a Sunday, but if this is not possible, at some other time during the week. The weekly free time can be arranged so that it averages 35 hours within a 14-day period. Weekly free time must, however, amount to at least 24 hours.

Note: *In this provision, it is agreed that weekly rest shall be determined pursuant to the Working Hours Act that was in force until 31 December 2019.*

3. According to the Working Hours Act, exceptions to the weekly free time may be made if an employee is temporarily needed for work during free time. If an employee has worked during weekly free time, he or she must be compensated for the weekly free time missed. This is done by reducing the employee's regular working hours by the number of hours not received as weekly free time. This reduction must be made within three months of performing the work in question, unless otherwise agreed. By the employee's consent, compensation for such work may also be in cash. The amount of compensation per hour is equal to the basic amount of overtime compensation. Compensation in cash does not have an effect on the employee's right to possible overtime or Sunday pay, if the work performed during the employee's weekly free time also counts as overtime or Sunday work.

3.10 DAYTIME DELIVERY

1. Daytime delivery refers to delivery that begins after 06:00 am. The provisions concerning daytime delivery apply also to delivery work that begins before 6 am immediately after an early morning delivery round.

2. Daytime delivery is voluntary for the delivery employee, and the employee's consent is always required.

3. If daytime delivery is combined with early morning delivery, the number of a delivery employee's actual working hours may exceed eight hours a day or 40 hours a week without this being considered overtime. However, the working hours must be adjusted to an average of eight hours per day and 40 hours per week within a period of four weeks or less. A different adjustment period may be specified by local agreement.

4. The employer must prepare a working hours adjustment system at least for the period within which regular working hours will be adjusted to 40 hours.

3.11 BANKING OF HOURS

An agreement on banking of hours can be made locally.

CHAPTER 4

WAGES AND PAYMENT OF WAGES

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CHAPTER 4

WAGES AND PAYMENT OF WAGES

4.1 MINIMUM WAGES AND SENIORITY BONUS

Minimum wages and seniority bonus are determined in accordance with the following table:

MINIMUM HOURLY WAGES
FOR DELIVERY EMPLOYEES
with seniority bonus effective from the date on which the collective agreement comes into force

Minimum hourly wages from 1 June 2022

Length of employment				
0y<1y	1y<5y	5y<8y	8y<11y	11y<
7-day delivery				
9,69	10,31	10,58	10,81	11,07
6-day delivery				
9,61	10,20	10,47	10,72	10,97

Minimum hourly wages from 1 May 2023

Length of employment				
0y<1y	1y<5y	5y<8y	8y<11y	11y<
7-day delivery				
10,06	10,70	10,98	11,22	11,49
6-day delivery				
9,98	10,59	10,87	11,13	11,39

Minimum hourly wages from 1 April 2024

Length of employment				
0y<1y	1y<5y	5y<8y	8y<11y	11y<
7-day delivery				
10,28	10,94	11,22	11,47	11,74
6-day delivery				
10,19	10,82	11,11	11,37	11,64

4.2 NIGHT PAY

1. Night pay is payable for hours worked between 12 midnight and 6 am:
   - 1,18 euros from 1 June 2022
   - 1,22 euros from 1 May 2023
   - 1,25 euros from 1 April 2024

2. No night pay is payable for daytime deliveries, even if a daytime delivery began before 6 am immediately after an early delivery round.

3. Night pay is payable for the entire period of an early morning delivery round, even if the round ended after 6 am.

4.3 SCOPE OF DELIVERY

1. When adopting the standard time system, the products included in the agreed standard time shall be specified. At the same time, the normal range of variation in the number of pages in a newspaper at the time of the agreement shall be established.

2. An item-specific handling time shall be defined for products that are not included in the standard time. It is also possible to agree on an item-specific compensation for these products.

3. Delivery employees shall be informed of the pay criteria for products included in the standard time.

4. Delivery employees shall be notified of any extra deliveries no later than the day preceding such delivery.

5. Compensation payable for inserts and supplements, coverage deliveries and weekend subscription deliveries is agreed locally with the shop steward.

Application instruction
Delivery work that is not included in the standard is estimated on the basis of its effect on the delivery time. In such a case, for example, handling difficulties related to the material or shape of the printed product may extend the delivery time and, therefore, extra compensation is required.

When an item-specific time has been defined for a product, the same item-specific time may be applied to other similar products. If an agreement on an item-specific time cannot be reached, it shall be determined by means of measurement.

4.4 TRAINING TIME BONUS

A delivery employee who is starting a new employment relationship and is working alone for the first time in his or her own area is entitled to a bonus of 20% on the

minimum hourly pay on the first three days. It is possible to locally agree on different compensation.

4.5 WORKING IN NON-FAMILIAR DELIVERY AREAS

4.5.1 Bonus for working in non-familiar delivery areas

A delivery employee who is working in a non-familiar delivery area is entitled to a bonus of 40% on his or her hourly pay on the first day. A delivery area is considered non-familiar if the employee has not worked in that area in the past nine (9) months. It is possible to locally agree on dividing the compensation over several days.

Application instruction
The employer shall notify payroll administration of the delivery employee's right to a non-familiar delivery area bonus. It is possible to locally agree that the bonus be paid later on the basis of a work notification or similar. The non-familiar delivery area bonus is payable to a delivery employee irrespective of the role in which he or she works in the area (day-off replacement, reserve delivery employee, substitute or delivery employee to whom an area is assigned at short notice).

4.5.2 Earnings guarantee

1. The income level of a delivery employee working as a regular day-off replacement on 13 November 2007 shall not fall even though the specific bonus for a day off replacement is surrendered (earnings guarantee). The delivery employee is entitled to either a non-familiar delivery area bonus or earnings guarantee.

2. Unless otherwise locally agreed between the employer and the shop steward, the earnings guarantee is implemented by converting the established day-off replacement bonus into an area-specific sum, denominated in euro, which is paid for as long as the circumstances (= the amount of work in regular day-off replacement) remain unchanged.

3. A delivery employee who so wishes has the right to transfer from earnings guarantee to application of the non-familiar delivery area bonus. The provision concerning non-familiar delivery area bonus shall not apply to a delivery employee, until he or she has completely transferred outside the scope of earnings guarantee.

4.6 STANDBY DUTY

1. A reserve delivery employee shall be on standby and prepared in the agreed manner to cover random absences by delivering products in the areas of an absent delivery employee.

2. A reserve delivery employee is paid a company-specific compensation for being on standby.

3. If a reserve delivery employee has to collect keys and the distribution list from the regular delivery employee, the delivery employee is compensated for the time spent and expenses incurred.

4.7 FAMILIARISATION BONUS

1. A delivery employee who familiarises a new delivery employee with delivery work is paid a familiarisation bonus for an induction period of up to four (4) days:

- 1,77 eur/hour from 1 June 2022
- 1,84 eur/hour from 1 May 2023
- 1,88 eur/hour from 1 April 2024

4.8 DELIVERY LIST MAINTENANCE

1. Updates made by an employee in the delivery list are taken into account in the daily working hours in accordance with the standard time system.

2. Remuneration for updates made in the delivery list outside working hours is equivalent to the normal wages paid for the same duration of time. The work is subject to the employer's order or mutual agreement.

4.9 COMPENSATION FOR USE OF TRANSPORT EQUIPMENT

A delivery employee is paid 14 cents per working hour if the work requires the use of his or her own transport equipment.

4.10 COMPENSATION FOR NON-ARRIVAL OF NEWSPAPERS

A delivery employee is separately compensated for extra working hours and expenses arising from the non-arrival of newspapers.

4.11 REPORTING

A delivery employee must use the employer's reporting methods. When new reporting methods are being adopted, these shall be negotiated on a local level in advance, aiming to reach an agreement with the shop steward.

4.12 PAYMENT OF WAGES

1. The pay period is two (2) weeks from Sunday to Saturday. The employer is allowed a maximum of five (5) days for the calculation of wages.

2. Exceptions to provisions concerning the pay period and the time allowed for the calculation of wages can be made through a local agreement or an agreement between the employer and the employee.

3. A payslip is provided with wages paid to an employee, indicating the composition of wages. A more detailed clarification is provided separately by request on the basis of the payroll accounting.

4.13 IMPEDED DELIVERY

1. 'Impeded delivery' means that newspapers are not available to a delivery employee at the beginning of the scheduled delivery time.

2. When delivery is impeded, the delivery employee is paid in accordance with the agreed hourly rate for every six (6) minutes of or part thereof of waiting time, with applicable night pay. The delivery employee shall make every effort to complete the delivery even when the delivery is impeded. In such a case, the delivery employee is paid for the waiting time, in addition to wages for that day.

3. If a delivery employee is forced to interrupt the delivery for a weighty reason (e.g. beginning another job), he or she is entitled to a day's wages excluding compensation for waiting time. The delivery employee must demonstrate the existence of the reason if requested by the employer.

4. If delivery cannot begin at all during the delivery time because of an impediment and a weighty reason prevents the delivery employee from starting later, he or she is entitled to a day's wages excluding compensation for waiting time.

5. During waiting time, the employer has the right to assign other work to delivery employees.

4.14 FORCE MAJEURE

1. When an employee has not been able to work because of a fire or an exceptional natural event or other similar impediment independent of him or her and the employer (e.g. lockout), the employee has the right to receive his or her wages for a maximum of two (2) weeks during the existence of the impediment.

2. If the impediment that prevents work and is independent of the parties to the employment contract is industrial action by other workers and does not relate to his or her terms of employment or working conditions, the employee is entitled to receive his or her wages, but only for a maximum of seven (7) days.

3. In the event of being laid off due to a force majeure, an employee has the right, if he or she so wishes, to take paid leave, such as annual holiday days, days off in lieu of overtime pay, or midweek holiday reductions, which are determined in accordance with various principles.

4.15 PAID ABSENCES

1. On a day on which an employee gets married or celebrates his or her 50th or 60thbirthday; on a day of death or burial of an employee's close relative; and on a day of attending an examination prior to military service, the employee is given the necessary time off without any reduction in wages.

2. An employee's spouse or partner, children, adoptive children and parents are considered close relatives in respect of a day of death. Grandparents, brothers, sisters, and wedded spouse's parents are also considered as close relatives in respect of a day of burial.

3. An employee has the right to alternatively take off the day following the above days.

4.16 SUNDAY WORK

1. In accordance with the Working Hours Act, a Sunday bonus of 100 per cent is payable on the wages for each hour worked on a Sunday or midweek holiday.

2. Employees doing regular Sunday work are paid a Sunday bonus for as many Sunday shifts as are included in their paid sick leave.

4.17 RETROACTIVITY OF COMPENSATION

As regards retroactivity of compensations, the following has been established in individual cases between the associations:

1. In evident cases of failure to satisfy the minimum requirements of collective agreements or legislation, the error must be corrected within the framework of the statute-barring limits provided by laws and covering the entire time during which the error occurred.

2. In ambiguous cases, the error must be corrected as of the date on which the matter was presented to the employer, unless otherwise agreed by the associations.

3. If a case is so ambiguous that the associations have not immediately been able to give a recommendation for a correct procedure, the associations determine the date from which the error is to be corrected. In practice, such cases are rare.

Statute-barring of pay claims according to legislation:

Employment Contracts Act (55/2001)

According to the Employment Contracts Act (chapter 13, section 9), employees' pay claims become statute-barred five (5) years after the due date.

After the termination of employment, a claim will expire unless suit is filed within two years of the date on which the employment ended. However, if the provisions of the collective agreement on which the employee's claims are based are manifestly ambiguous, the claim will become statute-barred in a similar manner as it would if the employment continued.

Working Hours Act (605/1996)

Pursuant to section 38 of the Working Hours Act, the entitlement to Sunday pay, overtime pay and weekly free time compensation shall lapse if it is not claimed within two (2) years of the end of the calendar year in which the entitlement arose.

After the termination of employment, the claim must be filed no later than two (2) years after the termination.

Annual Holidays Act (62/2005)

Pursuant to section 34 of the Annual Holidays Act, the entitlement to annual holiday pay or compensation expires two (2) years after the end of the calendar year during which the annual holiday should have been granted or the holiday compensation paid. The same expiry period applies to holiday bonus.

After the termination of employment, the claim must be filed no later than two (2) years after the termination.

CHAPTER 5

ANNUAL HOLIDAY

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ANNUAL HOLIDAY

5.1 ANNUAL HOLIDAY

5.1.1 Determination of annual holiday

Annual holiday is determined in accordance with the Annual Holidays Act.

According to the Act, annual holiday is earned in the period from 1 April to 31 March (the holiday credit year).

An employee earns two (2) days of holiday for each full holiday credit month. If the employment has lasted for at least one (1) year by the end of the holiday credit year (31 March), the employee is entitled to two and a half (2.5) days of holiday for each full holiday credit month.

When the number of days of holiday is calculated, any fraction of a day is rounded up to constitute one full day of holiday.

The required one year of employment must be completed by the end of the holiday credit year preceding the holiday period, or, when holiday compensation is in question, by the end of the employment relationship.

A calendar month during which an employee has accumulated at least 14 days at work or 14 days equivalent to days at work is considered to be a full holiday credit month.

If, in accordance with the employee's contract, the employee works on so few days that he or she does not accumulate 14 days at work in any month or accumulates 14 days at work in only some of the calendar months, a full holiday credit month is considered to be a calendar month during which the employee has accumulated at least 35 hours at work or the equivalent to hours at work. The 35-hour rule is secondary to the 14-day rule.

As a rule, the employment contract determines which one applies to an employee.

These earning rules are not applied in parallel. If the terms of employment change permanently during a holiday credit year, the new system is applied to the section of the holiday credit year that is subject to the change of the employment contract.

Days equivalent to time at work are specified in section 7 of the Annual Holidays Act. Holiday bonus time off days are also equal to days at work.

5.1.2 Granting of annual holiday

1. The Annual Holidays Act shall be complied with in the granting of annual holiday, unless otherwise stated hereinafter.

24 working days of annual holiday are granted between 2 May and 30 September (the annual holiday period). The rest of the holiday must be granted no later than the beginning of the following holiday period.

Annual holiday shall be granted primarily as uninterrupted periods if this is requested.

The requirements of work and the personnel's opinions shall be taken into account when scheduling annual holidays.

Annual holiday shall not be scheduled to begin on an employee's day off, or to overlap with a military refresher course if the dates of the course are already known. In addition, annual holiday shall not be scheduled to fall on an employee's the first 105 days of the pregnancy or parental leave of an employee entitled to pregnancy leave or the first 105 days of parental leave of another employee entitled to parental leave without the employee's consent.

2. By mutual agreement of the employee and employer, annual holiday may be scheduled

- for other than the annual holiday period,
- or split into parts, or
- a larger proportion of the holiday may be granted as carried-over holiday than what is referred to in law.

Postponing statutory annual holiday due to incapacity for work

As regards postponing statutory annual holiday because of incapacity for work, the Annual Holidays Act shall apply. (This provision does not constitute part of the collective agreement.)

5.1.3 Annual holiday pay

1. Annual holiday pay is nine (9) per cent of the earnings constituting the basis for annual holiday pay if the employment has lasted for less than a year by the end of the holiday credit year (31 March), or 11.5 per cent if the employment has lasted for at least one year by the end of the holiday credit year.

2. The calculation of holiday pay is based on the provisions of the Annual Holidays Act on percentage-based holiday pay, unless otherwise provided hereinafter.

Application instruction
The annual holiday pay is based on wages earned for work including regular increments, wages earned for paid holidays in accordance with the collective agreement (up to the period of time specified in section 7 of the Annual Holidays Act) and Sunday bonus. Increments that are based on law, such as compensation for additional work, overtime, emergency work and stand-by time, are not included.

A calculated sum in accordance with section 12, subsection 2 of the Annual Holidays Act is added to the pay. Average weekly working hours can be agreed to be determined on the basis of a period of time that is suitable with regard to the payment of wages.

5.1.4 Holiday bonus

1. Employees are entitled to a holiday bonus, which is 50 per cent of the wages payable for the duration of the holiday. The holiday bonus is paid in conjunction with the annual holiday pay.

2. Local agreement is possible in the following matters concerning holiday bonus:
- changing the payment date,
- staggering the payment and
- exchanging money for free time.

3. The employee has the right to exchange the part of the holiday bonus for free time corresponding to a maximum of one week. If the employee wishes to use the right to exchange holiday bonus for free time, they must notify the employee by 15 April, unless otherwise agreed.

The portion of time-off in lieu of holiday bonus to which the employee is entitled shall be transferred if the employee is incapacitated for work at the beginning of the leave.

Time-off in lieu of holiday bonus is granted to the employee at a time determined by the employer, unless the parties agree on the time. Before determining the dates of the time-off in lieu of holiday bonus, the employer must give the employee the opportunity to express their opinion on the matter. Where possible, the employer must take into account the employees' requests and observe fairness in the allocation of leave.

For the part of the holiday bonus that the employee has the right to exchange for time off, the Annual Holidays Act applies where applicable.

4. If a reason pursuant to the Dismissal Protection Agreement for reducing the number of personnel exists in the company, it may be locally agreed not to pay any holiday bonus.

5.2 HOLIDAY COMPENSATION

5.2.1 Holiday compensation during an employment relationship (section 16 of the Annual Holidays Act)

1. A delivery employee who has not earned annual holiday but has worked during the holiday credit year is paid nine (9) per cent of the wages paid or payable to him or her for work carried out during the holiday credit year as holiday compensation, excluding any increment payable in addition to basic pay for emergency work and work that is considered overtime by law or agreement. If the employment has continued for at least one year at the end of the holiday credit year preceding the holiday period, the holiday compensation is 11.5 per cent.

2. A holiday bonus in accordance with the collective agreement is payable on the annual holiday compensation.

3. The table below shows the percentage of the wages referred to in the first paragraph that is paid to a delivery employee as holiday compensation and holiday bonus in total:

Employment relationship	
less than 1 year	more than 1 year
13.50	17.25

4. When the employment continues, the holiday compensation paid instead of granting annual holiday shall be paid no later than by the end of the holiday period specified in the Annual Holidays Act.

5.2.2 Holiday compensation at the end of employment

1. When employment ends, the employee is entitled to annual holiday compensation and a holiday bonus. The compensation is paid for the period of time for which the employee has not up to then received holiday or holiday compensation.

CHAPTER 6

SICK LEAVE AND FAMILY LEAVE

CHAPTER 6

SICK LEAVE AND FAMILY LEAVE

6.1 DOCTOR'S APPOINTMENTS

6.1.1 Notifying of illness

An employee shall notify the employer at the earliest convenience of any absence due to incapacity for work.

6.1.2 Doctor's certificate on incapacity for work

1. As a rule, employees shall acquire a doctor's certificate on their illness and the resulting incapacity for work. The certificate shall be delivered to the employer without delay. Any exceptions to the main rule are specified in the general workplace instructions, or case-specifically by specific agreement.

2. The employer covers the costs of the certificate on the incapacity for work up to the doctor's fee confirmed by the Ministry of Social Affairs and Health. The employee shall give the employer the authorisation to receive the compensation payable under health insurance.

3. A certificate of incapacity for work given by a public health nurse authorised by a doctor can replace a certificate written by a doctor if the illness in question is a common cold or related to an epidemic.

4. For particular reasons, the employer may require the employee to acquire a certificate of incapacity for work from the company doctor or other doctor approved by the employer. In this case, the employer covers the costs of the certificate and the doctor's appointment.

Note: *The signatory associations find that the best approach to managing absences due to illness is cooperation between the company management, the personnel and its representatives and occupational health care services. As part of the reduction of absences due to illness, a local agreement can be concluded on a "self-notification" procedure, in which an employee can be absent from work due to illness on their own notification for a maximum of three days.*

The associations recommend that companies look into the applicability of the self-notification procedure in the company and the possibility of concluding a related local agreement, especially for flu, fever, stomach flu and similar epidemics. When negotiating on the content of the local agreement, the following matters, among other things, can be agreed on:

- *objectives of the agreement*
- *target group of the agreement*
- *notification recipients*
- *notification methods*
- *notification recording methods*
- *actions to be taken if the illness continues*
- *potential restrictions on the acceptable number of absences*
- *employer's right to order the employee to a (occupational health care) physician's examination*
- *anticipation of misconduct and the possibility to deviate from the sick leave pay bases when misconduct is detected*
- *monitoring of the realisation of the agreement*
- *duration of the agreement, possibility of termination*

6.1.3 Doctor's appointments

6.1.3.1 General

Doctor's appointments shall be scheduled outside working hours. Exceptionally, employees may see a doctor during working hours if it is necessary due to the acute nature of the injury or illness, or if an appointment cannot be scheduled outside working hours without excessive inconvenience, or if local health care services are not available outside working hours.

The loss of working hours caused by a visit to the doctor shall be minimised and the employer shall be informed about the appointment as soon as possible.

6.1.3.2 Occupational health care

If the employer has arranged occupational health care services, a justified reason is required for seeing any doctor other than one designated by the employer. Examples of justified reasons: the illness is acute, the illness prevents travelling, or acquiring a certificate of incapacity for work is expensive for the employee because of examinations that are not covered by the employer's compensation obligation.

6.1.4 Compensation for loss of earnings because of a doctor's appointment

1. Compensation for loss of earnings is paid:

- when a doctor's appointment is necessary in order to receive a doctor's certificate required by the employer,
- when an injury or illness is diagnosed at a doctor's appointment that requires sick leave or therapeutic measures.
- when an acute illness occurring during a work shift makes an employee incapable for work and a visit to the doctor is necessary (for example, an acute eye or dental disease),
- for the duration of a physiotherapy session if a doctor designated by the employer has prescribed physiotherapy that is necessary for the maintenance of the employee's ability to work and treatment services are not available outside working hours,
- for the duration of laboratory tests and X-ray examinations if the tests and examinations have been prescribed by a doctor and constitute part of a doctor's appointment for which the employer pays compensation for loss of earnings, or the nature of the examination is such that it must be carried out at a time ordered by the doctor.

2. Compensation for loss of earnings is not paid for:

- medical examinations carried out for health control,
- recurring visits to the doctor for the treatment or monitoring of an already diagnosed illness or injury,
- normal dental care,
- a visit to an eye specialist for normal sight control,
- physical therapy (with the exception referred to in item 1),
- laboratory tests and X-ray examinations (with the exception referred to in paragraph 1).

Note: *If doctor's services are not available outside working hours, instead of reducing the employee's pay it is possible to agree on make-up hours.*

6.1.5 Statutory medical examinations and mass screenings

6.1.5.1 Statutory medical examinations

1. The employer compensates the employee for earnings lost because of a statutory medical examination and reimburses any necessary travel costs.

2. If the medical examination takes place during an employee's free time, the employee is reimbursed for the extra costs by paying an amount equalling the minimum daily allowance specified in the Health Insurance Act.

3. If applicable under the collective agreement, daily allowance is paid for the duration of a statutory medical examination carried out at some other locality.

6.1.5.2 Mass screenings and age-related examinations

If an employee has requested the opportunity to participate in a mass screening or age-related examination arranged by the health authorities outside working hours but this is not possible, compensation for lost earnings is paid for such an examination for the maximum of one day. The obligation to compensate does not apply to any re-examinations or follow-up examinations.

6.2 EYE SPECIALIST'S FEE

As regards appointments with an eye specialist, the doctor's fee is payable by the employer once in three years for the control of an already diagnosed visual deterioration with the purpose of acquiring new eye glasses.

6.3 SICK LEAVE PAY

1. Employees who are prevented from working by such an illness or accident that entitles them to receive pay pursuant to the Employment Contracts Act have the right to receive their pay after uninterrupted employment with the same employer for the following periods of time:

Uninterrupted employment of

one month but less than one year
Full pay for 40 days

one year but less than five years
Full pay for 75 days

Five years or more
Full pay for 105 days

If the employment has lasted for less than one month, the employee is entitled to half of the full pay until the end of the ninth weekday following the date of falling ill, but only up to the day on which the employee's right to national sickness allowance under the Sickness Insurance Act (sairausvakuutuslaki) begins.

2. When an employee becomes incapable of work again, the length of paid sick leave on the basis of the current employment is determined. The number of days of illness for which the employer has paid wages during the preceding six months are subtracted from the total number of days included in this period. The employee is entitled to wages only for the number of days that results from this calculation.

Even if all the days entitling to pay had been used up, the employee is always paid until the end of the ninth weekday following the date of falling ill, but only up to the day on which the employee's right to national sickness allowance under the Sickness Insurance Act begins.

3. Wages are paid in a similar manner also in circumstances in which the authorities have prohibited an employee to come to work under the provisions of the Communicable Diseases Act (tartuntatautilaki, 1227/2016).

4. It can be agreed locally that the sick leave pay can be based on average daily pay or average hourly pay.

6.4 PREGNANCY AND PARENTAL LEAVE

Wage paid during the pregnancy and parental leave

The requirement for the payment of wages is that the employee complies with the provisions on pregnancy and parental allowance included in the Health Insurance Act.

Wages are paid on normal payment days.

In accordance with the Health Insurance Act, weekday means days other than Sundays, religious holidays and public holidays.

Pregnancy leave pay

An employee who is entitled to pregnancy allowance pursuant to the Health Insurance Act shall be entitled to pregnancy leave pay.

The employee shall be paid full pay for a total of 40 weekdays during the pregnancy leave under chapter 4, section 1 of the Employment Contracts Act.

Parental leave pay

An employee who is entitled to parental allowance leave pursuant to chapter 9, section 5, subsections 1–3 of the Health Insurance Act shall be entitled to parental leave pay.

The employee shall be paid full pay for a total of 21 weekdays during the parental leave under chapter 4, section 1 of the Employment Contracts Act, starting from the beginning of the leave.

The provisions of the previous collective agreement shall be applied to paternity leave if the estimated due date of the baby was before 4 September 2022 or if the adopted child was placed in the employee's care before 31 July 2022. The provisions shall apply regardless of the estimate due date of the baby if the baby was born and the right to parental allowance began before 1 August 2022. In other cases, the new parental leave provisions shall apply.

Information about family leave
More information on the various forms of family leave and allowances is available at www. kela.fi.

6.5 HEALTH INSURANCE COMPENSATION

1. An employer who pays wages during sick leave or parental leave is entitled to receive the daily allowance paid for the same period under the Health Insurance Act, but no more than the portion of the daily allowance that equals the wages paid.

If an employee is compensated for loss of earnings on the basis of the same occurrence of incapability for work under the Health Insurance Act or the Employees Pensions Act (työntekijäin eläkelaki), the employer is entitled to receive an amount equalling up to the wages paid for the same period.

2. Employers may fulfil their obligation to pay wages also by supplementing the daily allowance or parental allowance paid under the Health insurance Act (sairausvakuutuslaki) with wages paid for the duration of illness or parental leave, so that the employee receives the same benefits that are agreed on herein.

Whenever the daily allowance paid under the Health Insurance Act is equally advantageous as the wages paid in accordance with the above, other wages are not paid for the period of illness or parental leave.

3. If daily allowance or parental allowance pursuant to the Health Insurance Act is not paid or it is paid in a lower amount than the employee would be entitled to pursuant to the Health Insurance Act and the reason for this is attributable to the employee concerned, the employer has the right to deduct from the wages the proportion that was not paid because of the negligence.

6.6 CARING FOR A SICK CHILD

1. When a child of an employee or a child of another person living in the employee's household who is under 10 years old, developmentally disabled or severely ill (government decree 1335/2001, chapter 1, section 4) comes down with an acute illness, the employee has the right to take temporary paid leave to arrange the child's care or care for the child. This right applies also to a parent who is not living in the same household with the child. Only one parent at a time may be on temporary leave to care for a sick child. In addition, an employee may be granted temporary leave only in the event that there is no one at home who could arrange the care of the child or care for the child.

2. The maximum duration of paid leave for the same illness is four days. Payment is made in accordance with the provisions concerning sick leave pay. The employer is notified of the absence and the child's illness reported in a similar manner as the employee's own illness.

CHAPTER 7

OTHER PROVISIONS

CHAPTER 7

OTHER PROVISIONS

7.1 DELIVERY BAGS, KEYS AND EXTRA NEWSPAPERS

7.1.1 Delivery bags

The employer provides delivery bags for delivery employees and is responsible for their maintenance. At the end of their employment, delivery employees shall return their delivery bags to the employer.

7.1.2 Keys

The keys needed in delivery work shall be returned to the employer at the end of employment.

7.1.3 Extra newspapers

A delivery employee is given one newspaper a day. A delivery employee is given one newspaper a day also during an illness and annual holiday, if this can be practically arranged.

If employees deliver several different newspapers, the one extra newspaper referred to in the collective agreement is determined by local agreement.

7.2 ORGANISATIONAL ACTIVITIES AND OFFICES OF TRUST

1. When invited by Industrial Union, employees have a free right to participate in an event arranged during working hours and mutually acknowledged by the associations. A participating employee shall notify the employer of participation in said event at least one week in advance, if possible.

2. An employee who has been chosen to the board of his or her local union branch has the right to be absent from work to attend to his or her duties related to this office of trust. The employer shall be notified of absences well in advance, and absences shall not cause material inconvenience for production.

3. An employee has the right to be absent from work to attend to his or her duties related to a public office of trust. The employer shall be notified of absences well in advance, and absences shall not cause material inconvenience for production.

7.3 COLLECTION AND PAYMENT OF MEMBERSHIP FEES

1. The employer deducts an employee's trade union membership fee from each pay if the employee has given the employer an authorisation for this. The employer shall sign the authorisation and the shop steward shall send copies of it to the recipients specified in the authorisation. At the end of the calendar year or the employment, the employer gives the employee a certificate of the deducted membership fees.

2. The deducted membership fees are normally paid to the trade union on the payment day of wages, but no later than by the 15th day of the month following the payment of wages. The membership fee is deductable from any wages subject to withholding tax, including holiday pay, sick leave pay and pregnancy/parental leave pay.

3. The trade union shall provide employers with a member-specific membership fee collection and clearance instructions. A specific clearance of collected membership fees shall be made at the end of the wage payment period following the end of each quarter of the year. It shall be completed by 15 April, 15 July, 15 October and 15 January in accordance with the above guidelines.

A copy of the collection and clearance list shall be given to the chief shop steward of the personnel group in question.

7.4 MILITARY SERVICE, NON-ARMED MILITARY SERVICE OR ALTERNATIVE CIVIL SERVICE AND PEACEKEEPING SERVICE

1. An employee in military service, non-armed military service or alternative military service, as well as an employee enrolled in peacekeeping service or training for peacekeeping service, has the right to return to the previous or similar job in accordance with the provisions of law after the end or discontinuation of the service.

2. During employment, the absence referred to in this provision is taken into account in the determination of seniority bonus or years of service.

7.5 MILITARY REFRESHER COURSES

For the duration of military refresher courses and supplementary service, an employee is entitled to receive his or her wages plus inconvenient conditions bonus. However, the reservist or supplementary service pay payable by the government may be deducted from the wages, but not the military refresher course or supplementary service allowance.

7.6 GROUP LIFE INSURANCE

The employer shall take out a group life insurance policy for the employees, as agreed between the central labour market organisations.

7.7 SAFETY EQUIPMENT

The employer specifies the appropriate safety equipment to be used at work, taking into account the provisions of the Occupational Safety and Health Act (työturvallisuuslaki). The necessary safety equipment is given to employees gratuitously or in exchange for a deductible.

CHAPTER 8

NEGOTIATION PROVISIONS AND INDUSTRIAL PEACE

8.1 Assembly at the workplace

8.2 Local bargaining

8.3 Negotiating procedure at the workplace

8.4 Settlement of disputes

8.5 Arbitration

8.6 Industrial peace

8.7 Survival actions if the company finds itself in financial difficulties

CHAPTER 8

NEGOTIATION PROVISIONS AND INDUSTRIAL PEACE

8.1 ASSEMBLY AT THE WORKPLACE

Employees have the right to arrange meetings at the workplace to discuss employment relationship-related questions. Such meetings shall be agreed on with the employer reasonably in advance of the meeting. Meetings shall be arranged outside working hours: before the start of the working day, during the lunch hour or immediately after working hours. Elected officials, who shall be present at the meeting, are responsible for the appropriate use of the place of assembly. Representatives from the respective employee organisation, its branch organisation or the central organisation may be invited to meetings.

8.2 LOCAL BARGAINING

1. Local bargaining is possible according to the negotiating procedure of this collective agreement.

2. In local bargaining concerning local application, the negotiating parties in matters concerning one employee are the employee and the employer's representative, and in matters concerning a department or the company the negotiating parties are the shop steward and the employer's representative. Employees have the right to use the shop steward for assistance in negotiations. When agreeing on working hours arrangements, individual employees' reasoned opinions on their personal needs shall be taken into account.

3. Local agreements are made in writing; in matters concerning one employee the agreement is made in writing at either party's request.

The associations recommend that at least the following be included in local agreements:

- purpose of the agreement
- parties to the agreement
- subject matter of the agreement
- detailed terms and conditions of the agreement
- validity and termination
- dates and signatures.

4. A local agreement can be made for a fixed or indefinite period. Unless otherwise agreed, an agreement made for an indefinite period can be terminated with three months' notice. If no new agreement is made after the termination, the applicable provisions of the collective agreement and legislation shall apply after the expiry of the agreement.

Collective matters to be agreed with the shop steward:

- adoption of the standard time system or continuing with the old system
- non-payment of holiday bonus or part thereof in circumstances in which the employer has financial or production-related grounds for personnel reduction.

Matters to be agreed with the employee or shop steward:

- payment of annual holiday pay on the company's normal paydays
- postponing the payment dates of annual holiday pay or staggering the payment over a longer period of time.

Matters to be agreed with the employee:

- granting annual holiday outside the annual holiday period, dividing the holiday into parts, and granting a higher proportion than referred to in law as carried-over holiday pursuant to section 27 of the Annual Holidays Act
- exchanging the holiday bonus for time off

A local agreement referred to herein is part of the current collective agreement.

8.3 NEGOTIATING PROCEDURE AT THE WORKPLACE

1. Questions concerning terms of employment shall first be resolved through discussions between the employee and supervisor. If an issue relating to the terms of employment cannot be resolved in this way, it shall be discussed in negotiations between the department's shop steward and the employer's representative. If the matter cannot be resolved at the department level, the department shop steward can submit the matter to the chief shop steward. The result of the negotiations is recorded and those involved are notified of the result.

2. The responsibilities and associated authorisations assigned to persons, shop stewards and supervisors regarding employment matters and local bargaining at the different levels of the negotiating procedure shall be mutually determined.

3. The employer shall provide new employees with information on the management of the company's employment relationship matters and the negotiating procedure.

8.4 SETTLEMENT OF DISPUTES

1. Any disputes arising from the interpretation of this collective agreement between the employer and an employee or between the signatory associations shall primarily be resolved through negotiations. The negotiations shall be conducted without undue delay.

2. If a dispute cannot be settled at the workplace, the employer or employees may take the initiative to submit the matter to be resolved by the associations.

A mutual memorandum shall be prepared of an unresolved issue at the workplace, specifying the matter causing the disagreement and the substantiated opinions of both parties. The memorandum shall be sent to the employees' and employers' associations. In specific cases, the associations may agree to resolve the matter without a written memorandum of the dispute.

3. If the associations cannot settle the dispute concerning the interpretation of the collective agreement, the matter may be submitted for settlement by arbitration.

8.5 ARBITRATION

8.5.1 General provisions

1. Each party to the collective agreement shall appoint two arbitrators and a necessary number of substitutes for them for the agreement period. An arbitrator may also be a person who could be declared disqualified pursuant to section 10 of the Arbitration Act (välimiesmenettelystä annettu laki, 23 October 1992).

The arbitrators appoint a chairman for the collective agreement period. The chairman shall be an impartial person learned in the law. If the arbitrators cannot agree on the appointment of a chairman, the Conciliator General appoints the chairman at the request of either party.

2. If an association wants to submit a matter for arbitration, the other party shall be notified of this in writing. A copy of the notification shall be given to the chairman of the arbitrators within 30 days of the date on which it was established that the associations cannot reach a settlement.

3. If the arbitrators find that the matter submitted to them is of extensive significance and its general nature requires settlement in court, they shall notify the parties concerned. After this, they have the right to initiate court proceedings in labour court.

4. The arbitrators may complete the processing of pending matters after the expiry of the collective agreement.

5. An arbitral decision cannot be appealed.

6. Any costs and compensations ordered by the arbitration decision to be paid by an individual person concerned shall be payable by said individual's association.

7. In other respects, the provisions of the Arbitration Act shall apply.

8.5.2 Local agreements

Disputes arising from the application and interpretation of the local agreement referred to in paragraph 8.2 of the collective agreement shall be settled in accordance with the negotiating procedure. If the associations cannot settle a dispute, the matter can be settled through arbitration, for which each association shall appoint one representative and the representatives together appoint the chairman. In other respects, what is provided in paragraph 8.5.1 of the collective agreement shall apply to arbitration.

8.6 INDUSTRIAL PEACE

While this collective agreement is in force, no secret of public lockout, strike, boycott or working ban shall be initiated.

8.7 SURVIVAL ACTIONS IF THE COMPANY FINDS ITSELF IN FINANCIAL DIFFICULTIES

1. Anticipatory measures

In order to safeguard the continuity of business and jobs, the following topics shall be discussed with representatives of the personnel groups:

- the company's financial and operational state on the basis of the relevant key indicators
- the employer's corrective measures to improve the financial situation
- the measures to improve productivity, and

- the primarily available possibilities for flexibility under the collective agreement and local bargaining in order to improve the financial situation.

2. Survival actions if the company finds itself in financial difficulties

When it is jointly established with the shop steward, or, if no shop steward has been elected, with representatives of the employees, that the company finds itself in exceptional financial difficulties which would result in a reduction of the use of workforce or threaten the existence of the company, it is possible to locally agree for a fixed period of a maximum of one year on

- exchanging holiday allowance for time off
- giving up holiday allowance or part thereof
- carrying forward the part of annual holiday that exceeds 12 days
- postponing the payment of premium pay or the portion of pay that exceeds the minimum pay/reference figure and to establish the payment date
- a lay-off notice period shorter than the 14 days specified in chapter 5, section 4 of the Employment Contracts Act.

At the same time, possible protection against arbitrary dismissal for the duration of the above adjustments shall be agreed on, as well as the compensation for employees' financial losses once the company's financial standing has improved.

Local agreements shall be in writing. The adjustments shall apply equally to the entire staff and management of the company.

'Company' refers to the company or an independent part thereof, such as a production plant.

Consideration of the key indicators takes into account the group and its subsidiaries and their financial key indicators, income statement and balance sheet.

This provision does not address the obligations provided in the Act on Co-operation within Undertakings (yhteistoimintalaki) in any way.

CHAPTER 9

AGREEMENT ON DISMISSAL AND LAY-OFF

CHAPTER 10

SHOP STEWARD AGREEMENT

CHAPTER 11

TRAINING AGREEMENT

CHAPTER 12

OCCUPATIONAL SAFETY AND HEALTH AGREEMENT

CHAPTER 13

OCCUPATIONAL SAFETY AND HEALTH ORGANISATION FOR DELIVERY EMPLOYEES

CHAPTER 14

REFERRAL TO TREATMENT AND TEMPLATE FOR AGREEMENT ON REFERRAL TO TREATMENT

CHAPTER 15

TRAVEL EXPENSES AND OTHER SIMILAR COMPENSATIONS AND DAILY ALLOWANCE

CHAPTER 9

AGREEMENT ON DISMISSAL AND LAY-OFF

Section 1
The agreement in relation to law

1. Insofar as not otherwise agreed in this agreement, the provisions of the Employment Contracts Act on the grounds and procedures concerning the termination of employment and lay-offs shall apply. The Employment Contracts Act does not constitute part of this agreement.

LAY-OFF

Section 2
Definition of lay-off

1. Laying off means temporary interruption of work and remuneration on the basis of the employer's decision or an agreement made at the employer's initiative, while the employment relationship continues in other respects. If the conditions laid down in the Employment Contracts Act are met, the employer is entitled to lay off employees either for a fixed period or indefinitely by interrupting the work completely or by reducing an employee's regular working hours prescribed by law or contract, to the extent necessary in view of the grounds for laying off the employee

2. Notwithstanding what is provided on the grounds for lay-off and the lay-off notice, the employer and the employee may, during the employment relationship, agree on a lay-off for a fixed period if this is necessary in view of the employer's operations or financial standing.

Section 3
Advance explanation of the grounds for lay-off

1. The provision on the advance explanation does not apply to employers who observe the Act on Co-operation within Undertakings.

2. Immediately after becoming aware of the need for lay-offs, the employer shall present the explanation pursuant to the Employment Contracts Act, specifying the grounds for the lay-off, as well as its estimated extent, implementation, commencement date and duration. The employer shall reserve the employees or the shop steward the opportunity to be heard concerning the explanation given. The advance explanation shall lose its significance if the lay-offs are not put into effect within a reasonable period of time of the date specified in the advance explanation.

Section 4
Lay-off notice

1. The employer shall notify employees of a lay-off at least 14 days in advance. The lay-off notice period begins on the day following the day on which the employer notified about the lay-off.

2. The employer shall notify employees of a lay-off in person, unless otherwise agreed between the employer and the respective shop steward. If the notice cannot be given in person, it can be given by letter or electronically with the same minimum notice period.

The notice shall include the grounds for lay-off, the date of commencement and the duration or estimated duration of the lay-off.

3. At the employee's request, the employer shall provide a written lay-off certificate which specifies at least the reason for the lay-off, the date of commencement, and the duration or estimated duration of the lay-off.

4. However, the obligation to provide a notice does not exist if the employer is for the entire lay-off period exempt from the duty to pay the employee on account of other absence from work.

Section 5
Cancellation, postponement and interruption of lay-off

1. Cancellation of lay-off

If new work turns up for the employer during the lay-off notice period, the employer may cancel the lay-off before it begins. In this case, the notice of lay-off loses its significance and any subsequent lay-offs shall be based on new lay-off notices.

2. Postponement of lay-off

Work received during the lay-off notice period may be temporary in nature. In such a case, it is not possible to completely cancel the lay-off, but it can be postponed to start on a later date. A lay-off may be postponed

only once on this ground without providing a new lay-off notice, and by no more than the number of days that it took to perform the work that appeared during the lay-off notice period.

3. Interruption of lay-off

The employer may receive temporary work after the lay-off has already started. If the lay-off is expected to continue immediately after the completion of the work in question without providing a new lay-off notice, the interruption of a lay-off shall be based on an agreement between the employer and employee. Such an agreement should be made before the work in question begins. In conjunction with this, the estimated duration of the temporary work should also be specified.

Section 6
Other work during lay-off and returning to work

1. Employees may take on other work during a lay-off.

2. If an employee has accepted other work for the duration of the lay-off after receiving the lay-off notice but before being informed about the cancellation or postponement of the lay-off, the employee is not liable to compensate for any damage suffered by the employer because of this. In such a situation, the employee must return to work as soon as possible.

3. If an employee has been laid off indefinitely, the employer shall notify the laid-off employee of resumption of work at least seven days in advance, unless otherwise agreed. In such a case, the employee has the right to terminate an employment contract made with another employer for the lay-off period, regardless of its duration, with five days' notice.

Section 7
Termination of the employment contract of a laid-off employee

1. The employer terminates the contract

If the employer terminates a laid-off employee's employment contract to end during the lay-off, the employee is entitled to receive his or her wages for the period of notice. The employer may deduct an amount equalling 14 days' pay from the amount payable for the notice period if the employee has been laid off using a law- or contract-based lay-off notice period of more than 14 days. If an employee whose employment has been terminated because of the lack of work is laid off for such a reason during the notice period, the employer's liability to pay is determined in accordance with the same principles.

2. The employee terminates the contract

During a lay-off, employees are entitled to terminate their employment contract without a notice period regardless of the contract's duration. If the employee knows the end date of the lay-off, this right shall not apply for seven days preceding the end of the lay-off period.

Employees who terminate their employment contract after the lay-off has lasted continuously for a minimum of 200 days are entitled to their pay for the notice period as compensation in accordance with paragraph 1. The compensation shall be paid on the employer's first normal payday following the termination of the employment contract, unless otherwise agreed.

TERMINATION OF EMPLOYMENT FOR A REASON ASSOCIATED WITH THE EMPLOYEE'S PERSON

Section 8
Grounds for termination

1. The employer may terminate an indefinite employment contract only for a proper and weighty reason pursuant to sections 1 and 2 of chapter 7 of the Employment Contracts Act.

Serious breach or neglect of obligations arising from the employment contract or the law and having essential impact on the employment relationship, as well as such essential changes in the conditions necessary for working related to the employee's person as render the employee no more able to cope with his or her work duties, can be considered a proper and weighty reason for termination arising from the employee or related to the employee's person. The overall circumstances of the employer and employee must be taken into account when assessing the proper and weighty nature of the reason.

2. The employer must carry out the termination of the employment contract within a reasonable period of time after being informed of the existence of the grounds for termination.

Section 9
Hearing of the employee

1. Before the employer terminates an employment contract, the employer shall give the employee the opportunity to be heard concerning the grounds for termination. The employee has the right to use an assistant when being heard.

The assistant may be the employee's shop steward or a colleague, for example.

TERMINATION PROCEDURE

Section 10
Notifying of termination

1. The notice of termination of the employment contract shall be given to the employer, the employer's representative or the employee in person. If the notice cannot be given in person, it can be given by letter or electronically. In such a case, the recipient is considered to have received the notice on the seventh day after it was sent at the latest.

2. If the employee is on annual holiday pursuant to law or agreement, or on a leave of at least two weeks granted for the staggering of working hours, notice of termination sent by letter or electronically is considered to have been delivered no earlier than on the first day after the end of the holiday or leave.

Section 11
Periods of notice

1. The employer shall observe the following periods of notice:

Uninterrupted duration of employment	Period of notice
• 12 months or less	14 days
• over 12 months but less than 4 years	1 month
• over 4 but less than 8 years	2 months
• over 8 but less than 12 years	4 months
• over 12 years	6 months

2. The employee shall observe the following periods of notice:

Uninterrupted duration of employment	Period of notice
• 5 years or less	14 days
• over 5 years	1 month

3. The period of notice begins on the day following the date of the notice.

Section 12
Non-compliance with a period of notice

1. An employer who terminates an employment contract without observing the notice period shall pay the employee full pay for a period equivalent to the notice period as compensation.

2. Employees who fail to observe the notice period shall pay the employer an amount equivalent to their pay for the notice period as a lump-sum compensation. The employer is entitled to withhold this sum from the pay-off to be paid to the employee, complying with what is provided on an employer's right of set-off in chapter 2, section 17 of the Employment Contracts Act.

3. If the failure to observe the notice period is only partial, the liability to pay compensation is limited to the amount corresponding to wages for the duration of the non-observed notice period.

Section 13
Notifying of the reason for termination

At the employee's request, the employer shall notify the employee without delay in writing of the termination date of the employment contract and the reasons known to the employer that have constituted the basis for terminating the employment contract.

MISCELLANEOUS PROVISIONS

Section 14
Protection against dismissal during pregnancy and family leave (ECA 7:9)

The employer shall not terminate an employment contract on the basis of the employee's pregnancy or because the employee is exercising his or her right to the family leave provided in chapter 4 of the Employment Contracts Act. At the employer's request, the employee must present the employer with proof of pregnancy.

If the employer terminates the employment contract of a pregnant employee or an employee on family leave other than the leave provided for in chapter 4, section 7a of the Employment Contracts Act, the termination shall be deemed to have taken place on the basis of the employee's pregnancy or family leave unless the employer can prove there was some other reason.

The employer shall be entitled to terminate the employment contract of an employee on pregnancy, special pregnancy, parental or child-care leave on the grounds

laid down in section 3 of the Employment Contracts Act only if its operations cease completely.

A reference to law means that the content of the provision of law is observed at any given time.

Section 15
Order of personnel reductions

1. Dismissals or layoffs for reasons that are unrelated to the individual employee shall, where possible, comply with a rule whereby the last employees to be dismissed or laid off shall be professionals who are important for the company's operations and those who have lost part of their working capacity while working for the same employer. The duration of employment and the number of dependants of the employee shall also be taken into account.

2. In disputes concerning the order of personnel reductions, legal action shall be instituted within two years of the termination of the employment.

Section 16
Reporting dismissals and lay-offs to the shop steward

1. Any reductions or lay-offs for financial or production-related reasons shall be reported to the shop steward.

Section 17
Re-employment

The re-employment provision pursuant to this section and section 6 of chapter 6 in the Employment Contracts Act may be deviated from by written agreement between the employer and employee. However, the re-employment obligation cannot be deviated from in conjunction with signing the employment contract or during the trial period. Before making such an agreement, the shop steward shall be notified of its content. Employees have the right to use the shop steward's expertise for making the agreement.

The employer shall offer work to a former employee whose employment has been terminated because of financial and production-related reasons or a restructuring procedure and who is still seeking employment through the employment authorities, if the employer needs employees within four months of the termination for the same or a similar job as that held by the terminated employee. However, in the event that the employment of the terminated employee had continued uninterrupted for 12 years or more before the termination, the re-employment period is six months.

Protocol entry:
The provision applies to employees whose employment ends after 31 January 2018.

Application instruction
The employer fulfils its obligation by contacting the local employment authorities to inquire whether the employer's terminated former employees are seeking work through said authorities. 'Local employment authorities' refers to the authorities in whose area the work in question is available. On the basis of the inquiry, the employment authorities investigate whether any employees referred to in this provision are seeking work. In conjunction with the same, it should be investigated whether there still are unemployed employees seeking work who have terminated their employment on their own initiative after a lay-off of more than 200 days. The authorities inform the employer of such employees, and the former employees are given employment designations.

Pay certificate

According to the Act on Unemployment Security (työttömyysturvalaki), the employer must give the pay certificate referred to in the Act on Unemployment Security to the unemployment benefit society (this provision does not constitute part of the collective agreement).

SETTLEMENT OF DISPUTES

Section 18
Termination of employment for a reason associated with the employee's person

Pursuant to the provisions of this agreement, it is also possible to investigate

a) whether a termination due to financial and production-related reasons referred to in sections 3 and 4 of chapter 7 of the Employment Contracts Act factually resulted from a reason attributable to the employee's person, and

b) if the employer had had sufficient grounds for termination in a situation in which an employment contract has been cancelled on the basis of sections 1 and 3 of chapter 8 in the Employment Contracts Act.

Section 19
Negotiations

1. Obligation to negotiate

An employee shall notify the employer without undue delay if the employee finds that the employer has terminated the employment contract contrary to this collective agreement.

The employer shall without delay initiate negotiations with the employee concerning the dispute arising from the termination of the employment contract.

2. Local negotiations

The local negotiations between the employer and employee referred to in paragraph 1 above shall be conducted without delay once the employer has received the contesting notice referred to in the previous paragraph from the employee.

3. Negotiations between the associations

If it has not been possible to resolve a dispute between the employer and employee through local negotiations, the employer or employee shall submit the dispute to be negotiated between the associations. If possible, the negotiations between the associations are conducted during the notice period.

4. Negotiation procedure

The negotiating procedure of the collective agreement binding on the associations or, before the signing of a new collective agreement, the negotiating procedure of the last collective agreement binding on the associations, shall apply.

5. Arbitration

If no agreement can be reached in a dispute concerning the termination of an employment contract, either one of the associations may submit the dispute for arbitration.

If a matter concerning a termination due to a reason associated with the employee's person has been contested, the employment does not end until the processing of the dispute in accordance with the negotiating procedure is completed, also through arbitration between the associations, when necessary. The arbitrators cannot submit the matter to the labour court.

Negotiations and other procedures related to the matter shall be carried out without undue delay and, if possible, during the notice period.

6. The associations' right to make an agreement

In individual cases, the associations may agree in a different manner on the negotiating procedure referred to in paragraph 4 above and the arbitration referred to in paragraph 5.

Section 20
Compensations

1. An employer who has terminated an employee's employment contrary to the termination grounds specified in section 8 of this agreement, shall compensate the employee in accordance with chapter 12 of the Employment Contracts Act.

2. An employer cannot be ordered to pay a compensatory fine for non-compliance with the procedural provisions of this agreement insofar as it is a question of violating duties that are based on the collective agreement but are basically the same as those for which compensation pursuant to paragraph 1 has been ordered.

Non-compliance with provisions is taken into account when determining the amount of compensation ordered to be paid for groundless termination of an employment contract.

CHAPTER 10

SHOP STEWARD AGREEMENT

Section 1
Purpose of the agreement

The purpose of the shop steward system is to contribute to compliance with agreements signed between the parties, prompt and appropriate settlement of disputes between employers and employees, handling of other questions arising between employers and employees, and maintenance and promotion of industrial peace in the manner required by the collective agreement system.

Section 2
Shop steward and local union branch

1. In this agreement, in the absence of anything in the contrary in the text of the agreement, 'shop steward' refers to a shop steward and a deputy shop steward elected by employees belonging to a local union branch at the workplace.

2. The shop steward referred to in this agreement shall be employed at the workplace in question and familiar with the conditions at the workplace.

3. In this agreement, 'local union branch' refers to a registered affiliated association of a trade union that is signatory to the collective agreement.

Section 3
Election of the shop steward

1. Delivery employees at the workplace who are members of a local union branch elect the shop steward and the deputy shop steward for a period of two calendar years at a time.

It is possible to agree locally on electing a chief shop steward and a deputy chief shop steward who represent all delivery employees. The agreement is made between the employer and the elected shop stewards, and it remains valid for the shop stewards' period of office. If shop stewards disagree on the election of the chief shop steward, the shop steward representing the largest number of delivery employees is appointed the chief shop steward.

The duties of the shop steward include matters that concern all employees in the company, unless otherwise agreed locally.

The chief shop steward shall be given enough time to attend to the duties. Loss of earnings is compensated in a similar manner as a shop steward's loss of earnings. On top of the additional compensation specified in section 8, the chief shop steward receives a chief shop steward compensation of EUR 250 a month. If the chief shop steward represents more than 1,000 employees, the amount of compensation shall be agreed on locally.

The additional compensation is based on the number of employees on January 1. If the number of employees changes materially during a calendar year, the additional compensation can be checked on the initiative of the shop steward or the employer. Any changes shall apply from the beginning of the following month.

2. The election of a shop steward can be carried out at the workplace. If the election takes place at the workplace, all members of the local union branch shall be given the opportunity to participate in the election. However, the arrangement and execution of the election must not disturb work.

The schedules and venues of the election shall be agreed on with the employer no later than 14 days before the election. The employer shall give the persons designated by the local branch union the opportunity to conduct the election.

3. The employer shall be notified of the elected shop stewards in writing. The notification shall also specify the situations in which the deputy shop steward elected will act as a substitute for the shop steward. The employer provides the shop steward with information on the persons who negotiate with the shop steward on behalf of the company.

4. When the activities of an operational unit are fundamentally reduced or enlarged, the shop steward organisation shall be modified to correspond to the unit's new size and structure in accordance with the principles of this agreement.

5. The localities for which a shop steward is elected are agreed company-specifically. The organisation of the company in question, the number of employees in the company and the locality in question, and the shop steward's possibilities (including geographical factors) to meet employees represented by him or her shall be taken into account when making the decision. If no agreement can be reached, the matter can be submitted to the associations for decision.

Section 4
Shop steward's employment

1. With regard to their employment with the employer, shop stewards are in the same position regardless of whether they attend to their shop steward duties in addition to their regular job or whether they are partially or totally exempt from work duties. A shop steward shall comply with the general terms of employment, working hours, supervisory staff's orders and other administrative rules.

2. Shop stewards' opportunities to develop and advance in their profession must not be impaired because of their duties as a shop steward.

3. Shop stewards may not, during or because of their office, be transferred to a job with a lower pay than the job they held before being elected shop steward, or groundlessly to a job that does not correspond to their professional skills. Shop stewards must not be dismissed because of their position as a shop steward.

4. If attending to shop steward duties is complicated by the steward's normal job, other work shall be arranged for him or her, taking into account the circumstances of the operational unit and the shop steward's professional skills. Such an arrangement shall not reduce the shop steward's income.

5. A shop steward's pay development shall not without reason deviate from the pay policy applied to the personnel group in question.

6. If employees in the company are terminated or laid off for financial or production-related reasons, a shop steward shall not be subjected to such a measure, unless delivery activities are discontinued altogether. However, this provision may be deviated from if it is mutually found that the shop steward cannot be offered work that corresponds to his or her profession or that is otherwise suitable for him or her.

A shop steward's employment cannot be terminated for a reason attributable to the shop steward without the consent of the majority of employees that he or she represents, as required by chapter 7, section 10 of the Employment Contracts Act.

A shop steward's employment contract must not be cancelled in violation of the provisions of chapter 8, section 1 of the Employment Contracts Act. Cancellation of a shop steward's employment contract on the grounds of violating administrative rules is not possible, unless the shop steward has, at the same time and repeatedly, materially and despite a warning, failed to comply with the obligations specified in section 43, subsection 2, paragraph 6 of the Employment Contracts Act of 1970.

When assessing the grounds for cancelling a shop steward's employment contract, the shop steward must not be placed in a disadvantageous position compared with other employees.

The provisions of this paragraph shall also apply to a shop steward candidate who has been nominated by an employees' meeting and whose nomination has been communicated to the employer in writing. However, protection of the candidate begins no sooner than three months before the beginning of the office of shop steward being elected. For candidates not elected as a shop steward, the protection ends once the result of the election has been confirmed.

The provisions of this paragraph shall also apply to an employee who has served as a shop steward for six months following the termination of his or her shop steward duties.

If a shop steward's employment contract has been discontinued in violation of this agreement, the employer is liable to pay the shop steward a compensation equalling the pay for at least 10 and at most 30 months. The compensation shall be determined in accordance with the grounds provided in chapter 12, section 2 of the Employment Contracts Act. The fact that the rights under this agreement have been violated shall be taken into consideration as a factor increasing the compensation. If a court of law considers preconditions for the continuation of employment or reinstatement of a terminated employment relationship to exist but, despite this, employment is not continued, this shall be taken into consideration as a particularly weighty factor in determining the amount of compensation.

Interpretation instruction:
If a dispute arises from the termination or lay-off of a shop steward for financial or production-related reasons, the associations may, for a particular reason and taking into account the company's size, financial standing and factual possibilities to assign other work to the shop steward instead of termination or lay-off, determine the compensation payable to the shop steward to equal the pay of five to 30 months instead of 10 to 30 months.

7. If a dispute concerns terminating the employment of a shop steward referred to herein, local negotiations and negotiations between the associations must also be initiated and carried out immediately after the grounds for termination are contested.

8. If the employer terminates the employment contract of a deputy shop steward or lays him or her off when he or she is not acting as a substitute for the shop steward or does not otherwise hold the status of a shop steward, the termination or lay-off shall be considered to be caused by the employee's office of trust, unless the employer is able to demonstrate some other reason. The presumption pursuant to this contract clause is in force during the office of a deputy shop steward and for six months following its termination.

Section 5
Shop steward's duties

1. The shop steward's main duty is to represent the local union branch in matters concerning the application of the collective agreement.

2. The shop steward represents the local union branch in matters concerning the application of labour legislation and generally in questions related to relationships between the employer and employee and the development of the company. In addition, the shop steward shall contribute to the maintenance and development of negotiation and co-operation activities between the company and its personnel.

3. If any confusion or disagreement arises from matters relating to an employee's pay or the application of employment-related laws or agreements, the shop steward shall be provided with any information that may affect the resolution of the matter.

Section 6
Information to be given to the shop steward

1. For the purpose of performing his or her duties, the shop steward is entitled to receive in writing the following statistical information concerning the income level and structure of employees in his or her operating area:

1.1.The shop steward is entitled to receive the summary prepared of the company for the pay statistics of the industry as soon as the summary is completed.

1.2. On request, the shop steward is entitled to receive the company's financial statements and a general description of the development prospects of the company's operations.

Note: *In a company that regularly has at least 20 persons employed, the information is provided in accordance with chapter 3, section 10 of the Act on Co-operation within Undertakings. (The referred provision does not constitute part of the collective agreement.)*

2. For the purpose of performing his or her duties, the shop steward is entitled to receive in writing the following identification information and certain other details concerning employees in his or her operating area:

2.1. Employees' last and first names, organisatory department and pay category or similar.

The employer provides new employees with the shop steward's contact details.

2.2. Date of entry in service for new employees.

The information mentioned in paragraph 2.1 above is provided once a year on employees employed by the company at that time. As regards new employees, the information mentioned in paragraph 2.1 and the information according to paragraph 2.2 are provided either independently for each employee immediately after the beginning of employment or as a complied list at least once in a quarter of a year. The date of entry in service is provided on all employees within the shop steward's operating range in conjunction with termination and lay-off cases.

3. The shop steward has the same right as an industrial safety delegate under law to study the list prepared of emergency and overtime work and the increased pay paid for such work.

Section 7
Performing the shop steward's duties

1. If there are several pick-up sites for products to be delivered and the shop steward represents a minimum of 25 delivery employees, the shop steward is given paid leave during delivery hours, agreed locally well in advance, in order to perform the shop steward's duties, as follows:

Number of employees	Exemption from work
25–99	26 shifts/year
100–300	30 shifts/year
over 300	36 shifts/year

The shop steward's duties include negotiating on local agreements. Negotiations are usually conducted in daytime. Taking into account the extent of the matter to be discussed in the negotiations and the need for advance study, the possible need to move a shift scheduled for the previous night to daytime is locally agreed on.

2. A shop steward shall notify the employer or the employer's representative well in advance if the shop steward will participate in an event arranged by Indus-

trial Union or an association or branch belonging to the union.

3. A shop steward's right to use the company's standard office facilities and equipment for performing shop steward's duties is agreed on locally.

4. If the local circumstances allow, a locked space for the storage of any supplies and equipment needed to perform the shop steward's duties is provided by local agreement.

5. A place shall be reserved for the shop steward for notifications at the drop-off points. The shop steward must have unrestricted access to the drop-off points.

Section 8
Compensation for loss of earnings

1. The employer compensates for the income which a shop steward loses during working hours while participating in local negotiations with the employer's representatives or performing other duties agreed on with the employer. Any loss of earnings due to participation in an inspection carried out by an occupational safety and health inspector at the workplace is also compensated.

2. If a shop steward performs duties agreed on with the employer outside normal working hours, a single hourly rate is payable per hour of free time lost.

3. The shop steward's travel costs agreed on with the employer and resulting from participation in area measurement are compensated, unless the employer arranges transportation.

4. If the shop steward represents 25 delivery employees or more, an additional pay for two hours per week is paid to the shop steward as additional compensation for performing the shop steward's duties and the costs incurred from this. If the shop steward represents 100 delivery employees or more, the additional compensation referred to above is paid for three hours.

The additional compensation is paid during the shop steward's annual holiday or sick leave only in the event that the shop steward performs his or her shop steward duties during this time. The additional compensation is not considered a pay or bonus that is taken into account in the calculation of holiday allowance. If the employer has been notified in writing in accordance with section 3, paragraph 3 of the shop steward agreement that the deputy shop steward elected for the shop steward acts as a substitute for the shop steward, the additional compensation is paid to the deputy steward for each full calendar week of acting as a substitute.

Section 9
Training of shop steward

1. Participation in training is agreed on in the training agreement in force between the associations.

2. The associations recommend that, insofar as possible, a shop steward be given the opportunity to participate in training that can promote his or her competence in performing the shop steward's duties.

3. When a shop steward participates in training events arranged by the employer or jointly by the associations and this requires travelling, the incurred costs and daily allowances are paid in accordance with the confirmed maximum tax exempt amounts at any given time.

CHAPTER 11

TRAINING AGREEMENT

Section 1
Scope of application

This agreement applies to vocational continuing and further training, retraining, study leave, occupational safety and health training, trade union training, training arranged jointly by the associations and training arranged jointly at the workplace.

Section 2
Training workgroup

1. The associations nominate a joint workgroup in which the different collective agreement sectors are represented for the implementation of the agreement.

2. The tasks of the training workgroup include
   - investigating and monitoring the need for training
   - providing the necessary supply of training
   - influencing the authorities in training-related matters
   - approving occupational safety and health courses each year
   - approving trade union courses each year
   - deciding on joint training
   - monitoring labour policy training and managing its implementation
   - promoting the publishing of training material and professional literature
   - monitoring the implementation of the training agreement and resolving disagreements.

Section 3
Training co-operation in the company

The handling of education-related questions in co-operation is important as part of the company's development. Taking into account the size of the organisation and other contributing factors, the advance planning of training in co-operation can be carried out in conjunction with the co-operation procedures or, when necessary, in a specific training committee.

Section 4
Vocational further and continuing training and retraining

1. When the employer provides vocational training or sends employees on courses related to their profession during working hours, the employer reimburses the travel and accommodation costs, daily allowances, any course fees and any other relevant expenses as direct costs resulting from participation in the course.

In addition, the employee is paid for normal working hours, comprising personal wages, evening, night and shift work bonus and any other conditions-related bonus. If the training is provided outside working hours, the resulting direct costs are reimbursed and normal hourly wages are paid as compensation, unless otherwise agreed.

2. The employer specifies the employees who will participate in training, after negotiating on the matter in the co-operation procedure. Training needs that concern a number of employees or entire departments are discussed with the elected official representing the personnel group in question, so that the needs of the company and the personnel's professional development can be matched.

Section 5
Trade union training and occupational safety and health training

1. The elected officials specified below in this section are given the opportunity to participate in courses arranged by central organisations and trade unions with a duration of up to three months without this causing an interruption in their employment, if this is possible without causing considerable inconvenience for production or the company's operations.

The chief shop steward, shop steward, deputy shop steward and chairman of the local union branch or association may participate in trade union courses approved by the training workgroup without pay reductions for up to one month.

The industrial safety delegate, deputy delegate, occupational safety ombudsman and member of the industrial safety commission may participate in courses related to their co-operation duties and lasting for up to two weeks without pay reductions.

2. A notification of the intention to participate in a course shall be given at least three weeks before the start of the course for courses lasting for a week or less, and at least six weeks in advance for courses lasting over a week.

In the event that participation during the intended period would cause considerable inconvenience for production or the company's operations, the employer shall notify the chief shop steward at least two weeks in advance of the reason why granting leave would cause considerable inconvenience. In such a situation, the course is rescheduled together.

3. The employer pays a meal allowance to course participants entitled to participate in trade union and occupational safety and health training. The allowance is payable for each course day not subject to pay reductions. Meal allowance is paid to cover the costs of meals arranged by the organiser of the course. In 2018, the meal allowance is EUR 25.00.

4. Up to the duration of one month, participation in trade union training does not cause any decrease in annual holiday, pension or other comparable benefits.

Section 6
Joint training arranged by the associations

1. The training workgroup may approve collective agreement training events agreed on jointly by the associations as training referred to in the training agreement, as well as training events arranged by the industrial co-operation committee or the graphic industry safety work branch committee.

2. Compensation is paid to employees participating in the training as provided in section 4.

3. The employer and chief shop steward agree locally on participation in the training.

Section 7
Study leave

The signatory parties inform about study leave, adult education subsidy and other adult education.

Section 8
Settlement of disputes

Any disputes concerning this training agreement are submitted to the joint training workgroup of the associations for resolution. A memorandum shall be prepared of the dispute in the company and addressed to the training workgroup. In other respects, the negotiating procedure of the collective agreement shall apply.

CHAPTER 12

OCCUPATIONAL SAFETY AND HEALTH AGREEMENT

Co-operation between the employer and personnel in occupational safety and health-related matters is arranged in accordance with this agreement, subject to the provisions of chapter 14.

Section 1
General

The employer appoints an industrial safety officer for a workplace referred to in legislation concerning occupational safety and health, and employees at the workplace elect an industrial safety delegate as described below.

Section 2
Elections

1. An industrial safety delegate and two vice-delegates shall be elected for two calendar years, if at least ten employees, including salaried employees, are regularly working at the workplace. Salaried employees at the workplace have the right to elect an industrial safety delegate and two vice-delegates from among their number.

2. If a personnel group does not comprise ten persons and an industrial delegate has not been elected from another group to jointly act as an industrial delegate for the groups, the shop steward may participate in the handling of occupational safety and health matters that concern the personnel group represented by the shop steward.

If a workplace of ten or more employees does not have any personnel group with ten or more employees, the groups may locally agree to elect one industrial safety delegate to represent them all.

3. Delivery employees, taking into account their working conditions outside the employer's general area of supervision, have the right to elect an industrial safety delegate of their own.

If delivery employees do not elect an industrial safety delegate to represent them, they have the right to participate in the election of a joint industrial safety delegate and vice-delegates for the workplace with the other employees.

4. If convenient with regard to the conditions at the workplace, when arranging the election of industrial safety delegates, the personnel groups may choose to consider employees working in the same working area and conditions as salaried employees.

Section 3
Occupational safety ombudsmen

The election, number, duties and working area of occupational safety ombudsmen are agreed on locally, so that the working areas are practical and cover the different departments and professions of the production plant or a similar unit, taking into account any emerging occupational safety risks and other conditions.

Section 4
Local bargaining

1. Pursuant to sections 23 and 29 of the Act on Occupational Safety and Health Enforcement and Co-operation on Occupational Safety and Health at Workplaces (laki työsuojelun valvonnasta ja työpaikan työsuojeluyhteistoiminnasta), it is possible to locally agree on the organisation of co-operation. The personnel groups may agree on combining the jobs of an industrial safety delegate and shop steward in accordance with law.

2. When the activities of a production plant or a corresponding operational unit are fundamentally expanded or reduced, the occupational safety and health organisation shall be modified to match the new circumstances.

Section 5
Occupational safety and health co-operation

1. 'Workplace' refers to a workplace pursuant to section 25 of the Act on Occupational Safety and Health Enforcement and Co-operation on Occupational Safety and Health at Workplaces.

2. The practical procedures of occupational safety and health are agreed on locally through the co-operation procedure. Extensive questions that affect working conditions, such as changes in workspace or new machin-

ery and equipment that involve occupational safety and health factors, can be suitably discussed in conjunction with the co-operation procedure concerning the matter.

3. In other respects, occupational safety and health activities can be efficiently and suitably implemented through an industrial safety commission, other co-operation body and the line organisation, as required by the conditions of the workplace.

Section 6
Occupational safety and health co-operation duties

Unless otherwise locally agreed, occupational safety and health co-operation shall address the following questions at a sufficiently early stage:

- annual action plan
- factors immediately affecting the health and safety of employees
- principles of investigating risks and harmful effects at the workplace
- workplace surveys carried out by occupational health services
- development goals and programmes related to working capacity
- matters related to work arrangements and workload planning
- need and arrangements for training, instruction and familiarisation
- various statistics and other monitoring data included within the scope of co-operation
- monitoring of implementation and effects
- arranging co-operation at the joint workplace (when necessary)

Section 7
Occupational safety and health provisions

The employer shall make the necessary occupational safety and health legislation documents available to the parties involved in occupational safety co-operation.

CHAPTER 13

OCCUPATIONAL SAFETY AND HEALTH ORGANISATION FOR DELIVERY EMPLOYEES

In addition to what is said in chapter 13 of the collective agreement on occupational safety and health co-operation in a company, the associations have agreed on the following:

Section 1
Purpose of agreement and scope of application

1. The purpose of the agreement is to promote a positive atmosphere with regard to occupational safety and health activities and to promote co-operation between employers and employees.

2. Insofar as not otherwise agreed in this agreement, the Act on Occupational Safety and Health Enforcement and Co-operation on Occupational Safety and Health at Workplaces and the Decree on the Supervision of Occupational Safety and Health shall apply. They do not constitute part of this agreement.

Section 2
Statutory co-operation organs

a) Industrial safety officer

1. The industrial safety officer shall be adequately familiar with occupational safety and health questions at the workplace, considering the quality and extent of the production plant or corresponding operational unit.

2. The industrial safety officer must be appropriately enabled by the employer to perform his or her duties.

3. The duties of the industrial safety officer are determined in accordance with the locally agreed form of occupational safety co-operation, while taking into account the Act on Occupational Safety and Health Enforcement and Co-operation on Occupational Safety and Health at Workplaces.

b) Industrial safety delegate

4. The duties of the industrial safety delegate are specified in the Act on Occupational Safety and Health Enforcement and Co-operation on Occupational Safety and Health at Workplaces. In addition, the industrial safety delegate performs other duties assigned to him or her by virtue of other laws and agreements.

5. The industrial safety delegate's opportunities to develop and advance in his or her profession must not be impaired because of the duties as an industrial safety delegate. The industrial safety delegate's income development must match the general income development in the company.

6. Industrial safety delegates may not, during or because of their office, be transferred to a job with lower pay than the job they held before being elected industrial safety delegate.

7. After the end of the industrial safety delegate's period of office, he or she and the employer shall together discuss whether vocational training is necessary in order to be able to return to the former or similar job.

8. When the industrial safety delegate is prevented from performing the duties, the vice-delegate shall perform those duties of the delegate that cannot be postponed until the delegate is able to attend to the duties. The industrial safety delegate shall inform the employer about being unable to perform the duties and that the vice-delegate has taken over.

Section 3
Use of time

1. The associations have agreed that the industrial safety delegate is entitled to be released from work in four consecutive weeks, without providing a specific account of this, in order to perform the industrial safety delegate's duties. The number of hours of leave is calculated as follows. If there are parts of an hour in the result, it shall be rounded up to the nearest full hour. However, the minimum release from work is two hours in four consecutive weeks.

The formula:

Hours of release in 4 weeks = 0.150 x 1/3 x the number of delivery employees in the company

The industrial safety delegate is entitled to assess the occupational safety and health conditions in the deliv-

ery areas twice a year. If the hours resulting from the above formula in said four-week period are not enough for this, the industrial safety delegate has the right to additional release from work for the above assessment. The assessment of occupational safety and health conditions in the delivery areas may also be assigned to the occupational safety ombudsman, if this is mutually considered suitable.

2. The scheduling of any hours of release shall be agreed on with the respective supervisor, unless the release is necessary because of an exceptional incident at the workplace, such as an occupational accident. Factors affecting the organisation of work shall be taken into account when granting release.

Application instruction
DISTRIBUTION OF THE TIME USED FOR INDUSTRIAL DELEGATE'S DUTIES

1. One industrial delegate is elected for the company, representing delivery employees in any occupational safety and health-related matters. If the company has delivery employees in more than one locality, they may, pursuant to the collective agreement, elect occupational safety ombudsmen for delivery centres, if at least 10 delivery employees are working within the scope of the delivery centre in question.

2. Occupational safety and health management in sections of the delivery organisations that are located far apart can be facilitated by allocating some of the industrial delegate's regular hours of release to occupational safety ombudsmen working at different localities. The industrial delegate's regular hours of release shall not be allocated to occupational safety ombudsmen working at the same locality as the industrial safety delegate.

3. The distribution of regular hours of release does not alter the duties or position of the industrial safety delegate and occupational safety ombudsmen.

The distribution of the total regular hours of release does not alter the number of regular hours of release; these hours are calculated for the industrial safety delegate in accordance with the collective agreement. The total number of hours can be distributed to the industrial ombudsmen hour by hour. When distributing the hours, rounding-off rules and the minimum number of hours of release do not apply to occupational safety ombudsmen.

Hours of release shall not be distributed in such small sections that it would be impossible to efficiently perform the duties. In addition, it does not serve the purpose to distribute hours among too many occupational safety ombudsmen. The objective should be to distribute the hours in such a manner that they make up whole working days.

Distribution of regular hours of release comes into question in companies with at least 150 delivery employees, who deliver papers in separate geographical areas. The assessment criteria for separate geographical areas include the size of the area in which one person can perform occupational safety and health duties and the number of delivery employees.

Company-specific agreements can be made on the distribution of regular hours of release if the involved parties are unanimous in the matter. The industrial safety delegate represents delivery employees in the negotiations. The industrial safety delegate also concludes the agreement with the employer's representative. If no agreement can be reached, the matter is processed in accordance with the negotiating procedure.

Section 4
Additional compensation for industrial safety delegate

1. The industrial safety delegate is paid additional compensation for performing the delegate's duties as follows:

Number of delivery employees represented by the delegate	Additional compensation
10–99	2 hours' pay in four weeks
100–	4 hours' pay in four weeks

2. The additional compensation is based on the number of delivery employees on 1 January. Fixed-term delivery employees whose employment lasts at least for 12 months are also included in the number. If the number of delivery employees changes substantially during a calendar year, the compensation may be adjusted by specific agreement. The possible change comes into force as of the beginning of the following month.

3. The additional compensation does not count as such pay or bonus that should be taken into account when calculating increases paid for overtime and Sunday work. In addition, the additional compensation is not included in the calculation of annual holiday pay or holiday bonus.

4. The additional compensation is paid during the industrial safety delegate's annual holiday or sick leave only in the event that he or she performs industrial safety delegate duties during this time. If the employer has been notified in writing that a vice-delegate is acting as a substitute for the industrial safety delegate, the additional compensation is paid to the vice-delegate for the time of performing the duties.

Section 5
Office space

1. The employer provides the industrial safety delegate with a suitable place for storing the supplies needed for performing the duties and, when necessary, provides a place for any necessary discussions associated with the performing of the duties.

2. For performing the duties, the industrial safety delegate is entitled to use the company's standard office supplies, etc. Practical arrangements are agreed on locally.

Section 6
Job security

1. If employees in the company are dismissed or laid off for financial or production-related reasons, an industrial safety delegate shall not be subjected to such a measure, unless the production plant's operations are completely discontinued.

However, this provision may be deviated from if it is mutually found that the industrial safety delegate cannot be offered work that corresponds to his or her profession or is otherwise suitable for him or her.

2. An industrial safety delegate's employment cannot be terminated for a reason attributable to the industrial safety delegate without the consent of the employees that he or she represents, as required by chapter 7, section 10 of the Employment Contracts Act.

3. An industrial safety delegate's employment contract cannot be cancelled in violation of the provisions of chapter 8, section 1 of the Employment Contracts Act. Cancellation of an industrial safety delegate's employment contract on the grounds of violating administrative rules is not possible, unless the industrial safety delegate has at the same time, repeatedly, materially and despite a warning, failed to comply with the obligation specified in section 43, subsection 2, paragraph 6 of the Employment Contracts Act of 1970.

4. The provisions of this section shall also apply to an industrial safety delegate candidate whose nomination has been notified in writing to the industrial safety commission or other corresponding co-operation organ. However, protection of the candidate begins no sooner than three weeks prior to the election. For candidates not elected as an industrial safety delegate, the protection ends once the result of the election has been confirmed.

The provisions of this section shall also apply to an employee who has served as an industrial safety delegate for six months following the termination of his or her industrial safety delegate duties.

5. If an industrial safety delegate's employment contract has been discontinued in violation of this agreement, the employer shall pay the industrial safety delegate a compensation equalling the pay for at least 10 and at most 30 months. The compensation shall be determined in accordance with the grounds provided in chapter 12, section 2 of the Employment Contracts Act.

If the number of employees regularly working in a production plant or similar operational unit is 20 or fewer, the compensation equals the pay for at least four and at most 24 months.

6. If a dispute concerns terminating the employment of an industrial safety delegate referred to herein, local negotiations and negotiations between the associations must be initiated and carried out immediately after the reason for termination is contested.

7. The employment of an occupational safety ombudsman must not be terminated because of performing ombudsman duties.

Section 7
Compensation for loss of earnings

1. Industrial safety delegates, occupational safety ombudsmen, members of the industrial safety commission or corresponding co-operation organ, and the secretary of the commission or organ are compensated by the employer for their loss of earnings resulting from performing their respective duties during working hours. In addition, the secretary is paid a fee for performing the secretary's duties as specified in a local agreement.

2. If a person referred to in subsection 1 performs duties agreed on with the employer outside the regular working hours, overtime pay is payable for the resulting loss of free time, or some other way of compensation is agreed on with the employee, unless the duties in

question are performed due to an order by the industrial safety authorities or resulting from an accident.

Section 8
Settlement of disputes

If a dispute arising from the application of this agreement at the workplace cannot be resolved locally, the negotiating procedure of the collective agreement shall apply.

Section 9
Branch committee

Occupational safety and health co-operation is carried out through safety work branch committees in the manner specified by the labour market central organisations.

CHAPTER 14

REFERRAL TO TREATMENT AND TEMPLATE FOR AGREEMENT ON REFERRAL TO TREATMENT

A company-specific agreement on referral to treatment shall be prepared on the basis of the template below, if either party requests this.

TEMPLATE FOR AGREEMENT ON REFERRAL TO TREATMENT

Recommendation of Company Ltd for agreement on referral to treatment

1. An employee of the company who has developed or is clearly developing a social or health problem attributable to excessive substance (mainly alcohol) abuse that, among other things, prevents the person from properly carrying out his/her work, is referred to treatment in accordance with this agreement.

2. The objective is to encourage the person to seek treatment, so that the problem will not lead to measures that could result in the termination of employment or other consequences that are harmful for the individual. Seeking treatment does not constitute grounds for termination of employment.

3. Referral to treatment begins by informing the person concerned of the treatment facilities and treatment forms available and providing the contact details of the contact person who provides guidance on referral to treatment at the workplace.

4. Referral to treatment is primarily based on the employee's own initiative and secondarily on the employer's initiative, when the employer has to consider taking measures affecting the person's employment.

5. When an employee is being referred to treatment, the most suitable treatment option available is always chosen in co-operation between the person being referred, the treatment facility and the contact person and, when necessary, the employer. The employee's possibilities for financial support from the social insurance system are also investigated.

6. When an employee has voluntarily sought institutional treatment, he/she receives sick leave pay pursuant to the collective agreement from the date on which the institutional treatment began, if the treatment has been agreed on with the employer.

7. The contact person for referral to treatment is from the company's occupational health services / an employee who has given his or her consent to act as the contact person.

8. The contact person takes care of the practicalities related to referral to treatment, such as making appointments, reserving a bed at the treatment facility and any necessary communication with the employer or other intermediary. Everyone has the opportunity for confidential discussion with the contact person on possibilities for referral to treatment and other treatment-related practical matters.

9. If agreed with the employee, the contact person or employer has the right to receive information about compliance with the treatment agreement.

10. Without the express permission of the employee being referred to treatment, a person involved in the referral process must not disclose to others any personal information disclosed to him or her.

11. When the employer is considering employment-related measures because of substance abuse referred to herein, the contact person has the right to participate in any negotiations, unless expressly prohibited by the employee concerned.

12. A list of local treatment options is attached to this agreement. (The municipality's social welfare board, A-clinic, health centre, occupational health care services, detoxification centre, community mental health centre, hospital, care home, rehabilitation centre, AA group. Telephone number, address, opening hours, contact person).

13. The company's co-determination committee (yt-neuvottelukunta) has approved this agreement.

CHAPTER 15

TRAVEL EXPENSES AND OTHER SIMILAR COMPENSATIONS AND DAILY ALLOWANCE

16.1 General

1. 'A trip' refers to work-related travelling outside the workplace or the normal working area.

2. 'A day of travel' is a 24-hour period falling after the beginning of a work trip. A trip begins at the workplace, or at the employee's home by specific agreement, and ends when the employee returns to either one of these.

If necessary, compensation for travel expenses and other travel-related details must be clarified together with the employer before travel, taking into account the measures the employer has taken with regard to the stay.

16.2 COMPENSABLE TRAVEL TIME

1. The working hours provisions of the collective agreement apply to work carried out during a trip.

2. Compensation for loss of earnings is payable for travel during regular working hours.

3. If travel takes place outside regular working hours, the employee receives the basic hourly pay for travel time, up to eight hours for a working day and 16 hours for a day off.

4. No compensation is paid for hours of travel falling between 10 pm and 7 am if the travelling employee has access to a sleeping berth.

5. The basic hourly pay is calculated using the same divisor as for calculating the hourly rate that is the basis for overtime pay.

6. Because travelling to the place where work is to be carried out is not included in working hours, travelling hours are not taken into account in the calculation of daily overtime.

7. In the calculation of the fulfilment of regular working hours as a basis for weekly overtime, the hours spent travelling are taken into account up to the maximum daily regular working hours in accordance with the working hours scheme for travel days on which regular working hours are not otherwise fulfilled. However, these hours are not considered actual working hours in the compilation of working hours statistics.

8. If an employee's sales, marketing or similar job normally requires frequent travelling or if the nature of an employee's job is such that the employee can decide on travelling, compensation for travel time is not paid. Instead of paying meal and daily allowances, it is possible to agree with an employee referred to in this subsection on a separate compensation payable in conjunction with the employee's normal pay.

16.3 COMPENSATION FOR TRAVEL EXPENSES

Direct expenses

1. The employer reimburses expenses incurred from travelling. Direct expenses include travel tickets and other necessary expenses incurred from a work trip.

2. A kilometre allowance pursuant to paragraph 16.6 of the agreement is paid for the use of the employee's own car.

Daily allowance

3. Daily allowance compensates for the higher costs of living during a trip.

4. Daily allowance is calculated per day of travel. A day of travel is a period of 24 hours starting from the beginning of the trip or the end of the previous day of travel.

5. If the nature of the employee's job requires travelling, no daily allowance is paid for travel falling within regular working hours. (This includes, among others, editorial work, delivery work, sales work, maintenance work, and other work that obviously requires travel.)

Travelling in Finland

6. A full day allowance is payable for a trip of more than 10 hours.

7. A half-day allowance is payable for a trip lasting over 6 but no more than 10 hours.

8. When a full day of travel is followed by less than a full day, a half-day allowance is payable for the latter if

the full day is exceeded by at least two hours. A full daily allowance is payable if the time exceeds 6 hours.

9. Daily allowances are reduced by 50 per cent if the employer arranges free meals for the employee. For a full day allowance this means two warm meals and for a half-day allowance one warm meal a day.

Travelling abroad

10. A daily allowance abroad is payable for a trip of more than 10 hours.

11. The amount of daily allowance abroad is determined by the country in which the day of travel ends. If a day of travel ends onboard a ship or aircraft, the daily allowance is determined by the country which the vehicle last left or, when leaving from Finland, the country in which the vehicle first arrives.

12. When a full 24-hour day of travel is followed by less than a full day, half of a daily allowance is payable for the latter if the full day is exceeded by more than two hours. If the full day of travel is exceeded by more than ten hours, a new daily allowance abroad is payable.

13. If the employee's meals have been free or included in the price of the travel ticket or hotel room (full board), the daily allowance is reduced by 50 per cent.

16.4 MEAL ALLOWANCE

1. If no daily allowance is payable for a trip but the trip has lasted over six hours and it has not been possible for the employee to eat at the regular or corresponding place, a meal allowance is payable to the employee. This provision does not override company-specific practices if they provide better benefits.

2. Meal allowance is not paid if the employee receives free meals or is given lunch tickets or similar.

16.5 ACCOMMODATION EXPENSES

1. If an employee needs accommodation and the employer has not arranged accommodation that meets reasonable requirements or access to a sleeping berth, accommodation expenses are compensated as follows.

2. Accommodation expenses resulting from the use of a room are reimbursed according to the receipt. The amount is the amount of hotel expenses issued tax-exempt by the tax administration every year.

3. Accommodation invoices are reimbursed according to receipts if it is not possible to find accommodation at a price that does not exceed the allowed maximum amount of hotel expenses.

4. If an employee does not present the employer with an accommodation invoice, an accommodation allowance is paid instead of the accommodation expenses.

16.6 TRAVEL ALLOWANCE

Daily allowances, meal allowance, hotel allowances and kilometre allowances equal the maximum amounts issued tax-exempt by the tax administration each year (see www.vero.fi).

16.7 LOCAL AGREEMENTS

It is possible to locally agree on different compensation for travel expenses, providing that the benefits are mutually found to be at the same level as those provided in this chapter of the collective agreement.