

**2023–2025**

**FEDERATION OF AGRICULTURAL EMPLOYERS MTA**

**AND**

**INDUSTRIAL UNION'S**

**COLLECTIVE AGREEMENT**

**FOR THE LANDSCAPING SECTOR**

**1 Feb 2023–31 Jan 2025**

**Instructions on the implementation of this collective agreement  
are only provided by the representatives of the undersigned organizations  
to their members.**

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**This is an unofficial translation from Finnish to English.  
Only original text of the Collective Agreement in Finnish is authoritative.**

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# **I GENERAL PROVISIONS**

## **Section 1 Scope**

1. This is a nationwide collective agreement, and its provisions are adhered to in all employments between the MTA's member companies operating in the landscaping sector and their employees.

The agreement is applied in landscape construction work, landscape and outdoor area maintenance, landscape design and other duties at landscaping companies as well as a garden shop operating in the immediate vicinity of a landscaping company.

## **Section 2 Annex agreements**

As part of this agreement, also the following agreements between the undersigned unions are adhered to:

- 1) training agreement
- 2) shop steward agreement
- 3) agreement on occupational safety cooperation

## **Section 3 The right of association**

Both the employer and the employees have the right to decide whether or not to join trade unions.

## **Section 4 Commitment to industrial peace**

1. This collective agreement binds the undersigned unions and their affiliates, as well as those employers and employees who are or have been members of these unions during the term of this agreement.
2. A strike, embargo, lock-out or other such measure that aims to bring about change to this agreement, carrying out a demand contradicting this agreement, or pressuring the opposing party to interpret this agreement in a certain way, is prohibited during the term of this agreement or while negotiations are on-going.

## **Section 5 Equal treatment of employees**

1. According to the Non-discrimination Act (1325/2014) the employer may not discriminate against employees on the basis of age, origin, nationality, language, religion, belief, opinion, political activity, trade union activity, family relations, health, disability, sexual orientation or any other personal reason without acceptable grounds.

2. Provisions on the prohibition of discrimination based on gender, pregnancy or childbirth, gender identity or gender expression are laid down in the Act on Equality between Women and Men (609/1986).

## **Section 6 Local agreements**

Local agreements require membership of the Federation of Agricultural Employers MTA.

Local agreements as referred to in this agreement refer to agreements made between the employer or the employer's representative and the shop steward, or if no such person has been selected, another employees' representative, or if not selected, between the employer and the employees. An agreement made with a shop steward or another employees' representative binds those employees whose interests the person is representing.

The agreement can be made for a fixed or indefinite period. An agreement made for an indefinite period can be terminated with a notice period of three months, unless otherwise agreed. The agreement is made in writing. The local agreement as referred to here is a part of the collective agreement in force.

## **II EMPLOYMENT RELATIONSHIP**

### **Section 7 Commencement of employment, conclusion of an employment contract and trial period**

1. The employer or a representative authorised by the employer has the right to hire and dismiss employees and the right to direct and assign work.

#### **Application instructions:**

When recruiting personnel, the first priority must be to employ unemployed job-seekers in the field who are resident in the local municipality.

2. The employment contract is made in writing.

In addition, the employer must provide the employee with a written account of the key terms and conditions of the employment relationship if the terms of chapter 2, Section 4 of the Employment Contracts Act (55/2001) are not included as part of the employment contract.

3. The employment contract shall determine whether the contract is
  - a) for a fixed term, or
  - b) for an indefinite term (i.e. until further notice).

If this has not been indicated, the agreement is valid until further notice. The contract is considered a fixed-term contract, for example, when it has been agreed on a specific task, or when the duration of the employment is otherwise determined based on the purpose of the contract.

If, due to the nature of the work, it is necessary to agree on fixed-term employment on the basis of the completion of the agreed work and the exact end date of the work is not known, the employment contract must, however, include an estimate of the duration of employment. If the duration of employment has to be changed due to the nature of the work, the employer must notify the employee as soon as the employer becomes aware of the need and no later than one week in advance.

### **Application instructions:**

The duration of the employment relationship is stated in the employment contract either as an estimated end date of the employment or an estimated number of weeks or months. The duration of employment cannot be estimated in descriptive terms by tying it to the maintenance or building season, piece work or first snowfall, for example.

4. An employee who has turned 15 can conclude or terminate his or her own employment contract.
5. The employer and the employee can agree on a trial period that begins at the start of the employment and ends no later than after six months. If the employee has been absent during this trial period due to disability or family leave, the employer has the right to extend the trial period by a month for each 30-day period within the disability or family leave period. The employer has to notify the employee of extending the trial period before the expiry of the trial period.

In fixed-term contracts, the trial period with its extensions may be no longer than half of the duration of the employment contract, but not in any case longer than six months.

If the employee has previously been employed by the same employer for at least three months and is now engaged in similar tasks, the trial period is not applied.

The trial period can only be applied when a written employment contract has been made.

6. The employer must provide a new employee or an employee transferring from another task with sufficient guidance. The employee must receive proper instructions on his or her new task and any related safety considerations.



7. The employee appointed to provide the orientation shall be given sufficient time for the orientation work. The duty to provide orientation increases the employee's job requirement group.
8. The employer is responsible for ensuring that the responsible workplace instructor appointed at the workplace has sufficient skills to provide instruction and that, if necessary, the workplace instructor receives appropriate training that takes into account the special characteristics of the field. The employee is paid for the training time. The employer is responsible for costs related to the training.

The workplace instructor must be given sufficient time to prepare for the instruction and the actual instruction work. The duty to provide workplace instruction increases the employee's job requirement group.

### **Section 8 End of employment and periods of notice**

1. For indefinitely valid employment relationships, the following periods of notice shall be observed when the employer terminates an employment contract:

<b>The employment has continued without interruption</b>	<b>Period of notice</b>
for no longer than a year	14 days
for over a year but no longer than 4 years	1 month
for over 4 years but no longer than 8 years	2 months
for over 8 years but no longer than 12 years	4 months
over 12 years	6 months

The following periods of notice shall be observed when the employee terminates an employment contract:

<b>The employment has continued without interruption</b>	<b>Period of notice</b>
up to 5 years	14 days
over 5 years	1 month

If, during the employment relationship, the employer provides training to improve the employee's specialist vocational qualifications, the employer and employee may, by means of a written employment contract, agree on a notice period that is up to twice as long as the minimum notice period specified in the table.

### **Application instructions:**

Training provided by the employer to improve specialist vocational qualifications does not refer to orientation to the employee's work tasks.

2. A fixed-term or otherwise temporary employment contract shall expire at the end of the agreed period of employment with no period of notice.

However, a fix-term employment contract may be terminated before the end of the contract term on the mutual, witnessed agreement between the employer and employee.

3. If an employee under a fixed-term contract stops working before the end of the term of the contract without an agreement with the employer, he or she must compensate the employer for damages caused. As compensation, the employer is entitled to withhold three week's wages or, if the period of neglecting the duties is shorter than this, wages for the corresponding period.

The employer is entitled to deduct the above amount from the payoff to the employee in accordance with the provisions on the employer's set-off right laid down under Chapter 2, Section 17 of the Employment Contracts Act.

### **Grounds of termination**

4. The employer shall not terminate an indefinitely valid employment contract without a proper and compelling reason in accordance with the Employment Contracts Act Chapter 7 Section 2. These grounds for termination include reasons that allow for the termination of the employment contract in accordance with the Employment Contracts Act, as well as reasons relating to the employee's person, such as neglecting one's duties, non-compliance with orders given by the employer within their right to manage work, breach of police regulations, unauthorised absence, and manifest negligence at work.

In addition, the employer may terminate the employment contract if the work to be offered has diminished substantially and permanently, not temporarily, for financial or production-related reasons or for reasons arising from the reorganization of the employer's operations, as provided in Section 7(3) of the Employment Contracts Act.

5. The employer may not terminate an employment contract on the basis of an employee's incapacity for work caused by illness or accident, unless the illness or accident results in a substantial and permanent impairment of the employee's capacity for work.

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 laid down in the Employment Contracts Act.

## **Delivery of notice on the termination**

6. The termination of employment must be done in writing or in another verifiable way. If the employment contract is terminated by the employer, the notice of termination must include the reason for terminating or ending the employment contract. The date on which the termination of employment takes place is included in the notice period. Any unused annual leaves accrued during the current holiday qualifying year can be included in the notice period, if mutually agreed between the employer and the employee.

## **Provisions on termination of employment and lay-off**

7. If an employee's employment contract is terminated or he or she is laid-off based on other grounds than those relating to the employee's person, the employer must, if possible, follow a rule according to which those professionals who are important for the business operations, or those who have lost some of their working capacity while employed by the same employer, are dismissed or laid-off the last. In addition, the duration of the employment, as well as the amount of maintenance liability, are considered.

## **Application instructions:**

When giving notice to an employee, the employer shall take into consideration the provisions of the Employment Contracts Act.

## **Non-observance of the notice period and the set-off right**

8. 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.
9. Employees who have not observed the notice period are required to pay the employer an amount equivalent to their pay for the notice period. The employer is entitled to deduct this amount from the payoff to the employee in accordance with the provisions on the employer's set-off right in Chapter 2, Section 17 of the Employment Contracts Act.
10. If the notice period has been observed in part only by either party, the liability is limited to what is equivalent to the pay due for the non-observed part of the notice period.

## **Termination on assignment of the enterprise**

11. The provisions on termination upon the assignment of the enterprise are laid down in Chapter 7, Section 5, in the Employment Contracts Act. These

provisions on the assignment of the enterprise are applied to situations where only a part of the enterprise is assigned or when the enterprise is leased.

### **Cancellation of the employment contract**

12. The employer and employee are entitled to cancel an employment contract with immediate effect in situations referred to in Chapter 8, Section 1 of the Employment Contracts Act.

The right to cancellation lapses if the employment contract is not cancelled within 14 days of the date on which the contracting party is informed of the existence of the cancellation grounds.

### **Employee's participation in an employment programme during the notice period**

13. If not otherwise agreed after the notice is given, the employee is entitled to a paid leave in order to participate during the notice period in an employment programme, unprompted job search or one that is prompted by an authority, a job interview, relocation coaching, workplace learning and practical training, or employment training in accordance with his or her employment programme. The duration of the leave is, depending on the duration of the employment, as follows:
  - 1) up to 5 days, if the notice period of the employee is up to one month
  - 2) up to 10 days, if the notice period of the employee is between one and four months
  - 3) up to 20 days, if the notice period of the employee is longer than four months

In addition, the leave can be granted provided that it is not likely to have significant adverse effects on the employer.

The employee must immediately notify the employer of the leave, and if required, he or she has to provide a reliable explanation on the grounds for the leave.

### **Section 9 Temporary lay-off**

1. Laying off means temporary interruption of work and remuneration on the basis of an employer decision or an agreement made on the employer's initiative, while the employment relationship continues in other respects.
2. If the conditions laid down in the Employment Contracts Act are met, the employer is entitled to order an employee to be laid-off with at least 14 days' notice 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. The lay-off may be suspended for a fixed period on the mutual agreement between the employer and employee. After the suspension, the lay-off continues without separate notice.

3. If the work has diminished due to a financial or production-related reason, and thus, the lay-off is necessary, the employer must notify the employee or the shop steward as soon as the necessity of the lay-off becomes apparent.
4. If the employer offers, instead of a lay-off, vocational training, further training and retraining in accordance with the Section 2 of the Training Agreement, and if the duration of this training is at least five working days, one day off as laid down in Section 15 of the collective agreement can be used for this training.

#### **Notice of the termination of lay-off**

5. For lay-offs of indefinite duration, the employer shall notify the employee of resumption of work as soon as possible but no later than seven days in advance unless otherwise agreed.

Employees are entitled to terminate an employment contract made with another employer for the lay-off period, regardless of its duration, at five days' notice.

#### **Section 10 Weather conditions**

1. If the employee has come in to work for a shift but the work cannot be started due to bad weather, the employee is reimbursed for the round trip between home and work. The amount of reimbursement is equal to the kilometre allowance confirmed annually by the Tax Administration. The reimbursement is taxable wage income.
2. If the employer has notified that the employee must remain on site, the waiting period is compensated for with the personal hourly wages. During this time, the employee is obliged to carry out other duties assigned by the employer.
3. When the supervisor finds that work cannot be resumed, the wages for the waiting time due to interruption caused by rain, frost or other natural cause shall be paid until the end of the working day or shift, but not more than two hours of personal hourly wages and no other wages for the waiting time.
4. To avoid unnecessary commuting, site-specific weather conditions shall be determined, taking into consideration the work stage and other conditions on the site, during which employees are not expected to arrive on the site.

5. Time off due to adverse weather conditions may be treated as a reduction of working time as referred to under Section 15 of the collective agreement, subject to mutual agreement between the employer and employee.
6. If work performed by an employee is destroyed by the weather conditions, the repairs are made as ordered by the employer and at the employer's expense.

### **III WORKING TIME**

#### **Section 11 Regular working time**

Regular working time is up to 8 hours a day and 40 hours a week.

#### **Section 12 Work roster**

A roster shall always be drawn up for the workplace indicating the start and end of regular working hours of each employee and the timing of breaks. The work roster is compiled for the same period as the adjustment period and for no less than for a four-week period. If it is impossible to draw up a work roster to cover a period of four weeks due to the irregularity of the work, the work roster must always cover as long a period as possible.

When drawing up the work roster, the employer must consult the shop steward, or if there is no such person, another representative appointed by the employees. If there is no shop steward, the employer must give employees the opportunity to express their wishes regarding work shifts.

The roster must be communicated to the employees well in advance, and no later than four days before the beginning of the roster period.

When compiling the work roster, the employer shall ensure that the shifts will not cause unreasonable harm or stress to the employees.

For a justified reason, shifts entered in the work roster can be changed in writing in the manner agreed at the workplace. A justified reason may be a situation arising from production-related needs or weather conditions that was unforeseeable at the time of drawing up the work roster. The written agreements on changes to working hours must specify a deadline by which shifts can be cancelled, moved or rescheduled.

If the work cannot be started due to bad weather, the employee is compensated for coming in to work for the shift and for the delay or cancellation of the shift in accordance with Section 10, paragraphs 1–3.

The working week starts on Monday morning at 5.00 a.m.

## **Section 13 Working hours adjustment system**

### **1. Average regular working hours**

Average regular working hours can only be applied in employment relationships where a 40-hour work week has been agreed.

If the company's production needs so require, the weekly regular working time can be arranged as average working time. Daily working time can then vary between 4 and 10 hours, while the weekly working time is up to 50 hours (see also Transferring days off).

#### **Application instructions:**

The use of shifts of varying lengths is based on the company's production needs and/or the needs of the employees. There can be several shifts of varying lengths in a week. The lengths of the shifts can also vary weekly or monthly.

Shifts lasting 10 hours can be used for no more than two consecutive weeks. Following these weeks, there must be at least a week with up to 8 working hours a day.

The regular weekly working time must average out at 40 hours over a period of up to 52 weeks. This must be considered when compiling the work roster and when monitoring working time based on that roster.

At the end of the adjustment period, the employer must provide the employee with a written account of how working time has been adjusted to 40 hours.

If the employee's employment is terminated during the ongoing adjustment period for reasons relating to the employer, and the working time has not averaged out at 40 hours, a remuneration corresponding to the wage paid for weekly overtime is paid for the unused compensatory time off.

If the employee's employment is terminated during the ongoing adjustment period for reasons relating to the employee, and the working time has not averaged out at 40 hours, a remuneration corresponding to the wage paid for regular working time is paid for the unused compensatory time off.

If the actual working hours are under 40 hours for a reason attributable to the employee and the employee has been paid wages according to 40 hours of work per week, the employer can deduct the overpaid amount from the employee's final pay.

## **Transferring days off**

2. If the second day off in a week is transferred to be given at a later time, the working hours of one shift are added to the total working time of the week in question.

With an employee's consent, also the weekly rest day can be transferred for a later date. In this case, the working hours of two shifts are added to the total working time of the week in question. At least one of the transferred days off must be given within two weeks.

### **Application instructions:**

When transferring days off, the employer must take into account the workload caused to the employee by long work periods and the occupational safety and health risks that this entails. The employer must consult the employee regarding his or her ability to cope at work.

## **Working time plan**

3. When using the average working hours under the working time adjustment system, the employer must also compile a working time plan based on a 40-hour working week. The annual work roster shall indicate the weekly hours in the different periods. The start and end date of the adjustment periods must be indicated.

If the regular working time has not averaged out at 40 hours a week during the working time plan, the exceeding hours are considered to be weekly overtime. Overtime pay must be paid on the payday following the end of the adjustment period.

If, for a reason attributable to the employer, the actual weekly working hours are under the 40 hours agreed in the employment contract, the employee is compensated for the missing hours according to their personal hourly wage on the next payday after the end of the adjustment period.

### **Matters that can be agreed**

4. By local agreement (see Section 6 Local agreement), the daily working hours according to the work roster may be up to 11 hours over a maximum of one week at a time. In this case, the regular weekly working time can be up to 55 hours. After the one-week period, the daily shifts cannot exceed 8 hours for at least a week.
5. When applying an average regular working time as referred to in the working time adjustment system, it can be agreed at the workplace that the wage is paid according to the average weekly working time of 40 hours.



## **Inadequate application**

6. If the workplace does not have a working time plan or work roster in place, the limit for regular working time is set to 8 hours a day and 40 hours a week when calculating possible overtime.

## **Section 14 Working time bank**

### **Making local agreements on working time bank**

1. Implementing a working time bank at the workplace can be agreed at the workplace (see Section 6 Local agreements). The working time bank refers to a voluntary system, in which different statutory holidays or holidays based on the collective agreement, as well as the regular working time, can be transferred to a later date.

### **Application instructions:**

The working time bank may also be applied with the working time arrangements in which regular working time is under 40 hours per week.

The introduction of the working time bank, as well as its termination, are agreed upon between the employer and the shop steward. If a shop steward has not been selected, the matter is agreed upon between the employer and the employee.

The agreement on the working time bank shall be made in writing. The following matters should be agreed upon, when making the agreement:

- what holidays can be saved and under what kind of conditions
- what are the limits set for saving and borrowing holidays
- when and in what kind of situations the holidays can and cannot be taken
- when and in what kind of situations agreed upon holidays can be transferred or interrupted
- how monetary compensations are changed to corresponding free time
- with what kind of procedures the employee can monitor the accrual in his or her working time bank.

The following holidays can be transferred into the working time bank, if agreed:

Hours in the adjustment system

- time off for compensating the average working time
- working hours based on average regular working time.

These hours are adjusted to the average hours over a maximum of 52 weeks.

Hours in the working hours bank

- the second rest day of the week (Saturday)
- working time reduction leave
- overtime compensation given as a holiday (basic wage + increase component)
- the increase component for Sunday work given as a holiday
- end-of-holiday pay changed to a holiday
- saved annual holiday in accordance with the Annual Holidays Act

The maximum and minimum limits for working hours in the working time bank are agreed at the workplace. When using monthly wages or when an employee with hourly wage is paid according to an average 40-hour working week, the negative balance of working hours that are transferred into the working time bank can be no more than 172 hours.

### **Application instructions:**

Hours in the adjustment system must be kept separate from other types of leave. The employer must ensure that the time off for compensating average regular working hours is given no later than within 52 weeks.

### **Using hours in the working time bank**

2. The hours transferred into the working time bank are payable. The pay for the holiday taken is determined according to the timing of the holiday. Taken holidays are counted as working days when earning annual holiday.

Unless the employer and employee otherwise agree, the employee is entitled to have free time for at least 80 hours, if the working hour balance in the working time bank allows. Generally, the holiday is given as entire days off and on consecutive days. If the employer and the employee agree, the holiday can also be taken in shorter periods than a day.

The timing of the holiday is agreed upon between the employer and the employee. If the timing of the holiday cannot be agreed upon, the employee has the right, if the balance of working hours in the working time bank so allows, to use up to 25% of the working hours in the bank with a two-month notice, unless otherwise agreed at the workplace.

The employer shall notify the employee about other entire days off at least 7 days before the holiday is taken. If the employer and the employee agree, the holiday can be taken in shorter periods than a day and in accordance with a shorter notification period than the one mentioned above.

## **Terminating the working time bank**

3. The working time bank can terminate due to the termination of the employee's employment contract or as the working time bank agreement terminates. The employee has the right to join the working time bank and resign from it. The joining and resigning must be done in writing.

As the working time bank agreement terminates or the employee resigns from it, the compensation for any unused holidays is calculated according to the number of hours and the average hourly wage (see Section 30 Average hourly pay).

When an employee's employment contract terminates, wage calculated according to the average hourly wage is paid for any unused holidays, unless the holiday or a part of it is taken during the notice period.

If an employment relationship of less than 6 months ends for a reason attributable to the employer, a 50% increased pay shall be paid for the leave not taken, unless all or part of the leave is taken during the notice period.

As the working time bank terminates, any undone working hours are placed on the employee's notice period.

If there are any paid but undone working hours in the working time bank when an employment contract ends, the employer is entitled to deduct the corresponding amount from the payoff.

The holidays transferred into the working time bank lose their original identity, and no adjustment and limitation periods referred to in the Working Hours Act and Annual Holidays Act are applied.

## **Section 15 Reduced working hours**

1. The working time shall be reduced in those working time patterns where the regular working time is 40 hours a week.

In addition, the prerequisite for the reduction of working time is that the annual working time is otherwise reduced only by church holidays, Midsummer Eve, Independence Day, Christmas Eve, New Year's Day, Labour Day, the Saturday following Christmas and Easter, as well as the reduced working hours implemented in accordance with the comprehensive incomes policy agreement signed on 28 March 1984.

2. An employee accumulates holiday for regular working days during a calendar year in the working time patterns referred to in Section 1 as follows:

Regular days worked	Amount of working time reduction	
	in days off	in hours
at least 17	1	8
at least 34	2	16
at least 51	3	24
at least 68	4	32
at least 85	5	40
at least 102	6	48
at least 119	7	56
at least 136	8	64
at least 153	9	72
at least 170	10	80
at least 194	11	88
at least 212	12.5	100

The form in which the holiday is given is agreed at the workplace. In local negotiations at the workplace, both the needs of the company and the personnel are considered. Unless otherwise agreed at the workplace, the employer notifies the employee of the timing for the holiday at least a week in advance. The holiday is given by the end of April of the year following the year during which the holiday has accumulated at the latest.

If the working time reduction is applied by shortening the daily or weekly working time, the employee's pay is calculated according to an 8-hour shift.

It can be agreed with the employee that working time reduction holidays will not be taken. In this case, the employer pays the employee a separate compensation for regular hours. The amount of the compensation is 5.5% of average hourly earnings (see Section 30 Average hourly pay).

This compensation is not taken into account when calculating the average hourly earnings or compensations for overtime, Sunday work or emergency overwork.

#### **Application instructions:**

If the working time reduction is given by shortening the daily working time, these days are counted as completed regular working days.

The working time reduction does not change the provisions on overtime laid down in the collective agreement.

All regular working days apart from annual holidays for which the employer is obligated to pay wages in accordance with the collective agreement, as well as those days of absence that are due to duties in municipal honorary posts or participation in meetings of Industrial Union's central council or board, or

participation in collective bargaining and meetings of joint working groups appointed by collective bargaining committees, are counted as completed working days.

3. For an employee who is paid by the hour, the compensation for the duration of the holiday is paid according to the average hourly wage (see Section 30 Average hourly pay). The compensation shall be paid to the employee in the pay period in which the annual holiday is taken.

For monthly salaried employees, the monthly salary is kept unchanged during the months during which working hours have been reduced.

If the employee's employment is terminated and he or she has been granted holiday before it has accumulated, the employee is liable to pay the employer a wage corresponding to the given holiday. The employer is entitled to deduct this amount from the employee's payoff.

If the employee's employment terminates and the accumulated holiday has not been given by that time, the employee is paid a wage corresponding to the accumulated holiday.

#### **Working time reduction and annual holiday**

4. When determining the length of the annual holiday, also those days in which the employee has not been working but on holiday as laid down in this Section are counted as completed working days.

### **Section 16 Breaks**

#### **Lunch break**

When the working time is at least 6 hours, the employees are given at a time set by the employer one break for eating that is not included in the working time.

If agreed at the workplace, the lunch break can be shorter than an hour, but nevertheless at least 30 minutes.

During the lunch break, the employee is free for all work duties, and he or she shall be entitled to leave the workplace.

If the continuation of the work so requires, it can be agreed at the workplace that the employee can have his or her meal while working, instead of the abovementioned lunch break, and use no more than 20 minutes of working time for having the meal.

## **Other breaks**

1. During an 8-hour shift, the employee is entitled to two 12-minute breaks. If the shift is less than 8 hours, the employee is entitled to one 12-minute break. If the shift is at least 10 hours in accordance with the adjustment system, the employee is entitled to three 12-minute breaks.

When an adjustment system referred to in Section 13 or a working time reduction referred to in Section 15 are applied so that the duration of the shift is at least 7 hours, the employee is entitled to two 12-minute breaks.

2. If the employee works overtime, he or she is entitled to take a 12-minute break immediately after regular working hours, and again in every two hours, if the overtime lasts for longer. If the duration of the overtime is estimated to last up to an hour, the abovementioned break shall not be taken.
3. Breaks are included in the working time. The times when breaks can be taken are agreed at the workplace. When agreeing on breaks, employees' well-being at work is taken into account.

## **Section 17 Weekly rest and holidays**

1. An employee is given on Sunday, or if this is not possible, on another day of the week, a continuous weekly rest of at least 35 hours.
2. If production-related reasons so require, the weekly rest can be postponed, if agreed. However, a related holiday that reduces regular working time must be given at least within two months from its original timing. If the weekly rest has not been granted as explained above, the employee is paid a weekly rest period compensation corresponding to the wage of the working time spent (note the different rule when applying the working hours adjustment system, see Section 13).
3. Saturday is often the second rest day of the week. In jobs that must be performed in every day of the week, another day in the same week could be granted as a rest day instead of Saturday. This rest day should be placed close to the weekly rest day.
4. When applying the working hours adjustment system, the second day-off of the week may be moved to a later date within the same adjustment period.
5. Christmas Eve, Easter Saturday and Midsummer Eve are unpaid holidays, unless compelling production-specific reasons otherwise require. Monthly salaried employees are paid a normal salary for these holidays. The payment for the work performed on these days is the regular salary increased by 100% (see also

Section 28(4) Christmas Eve, Easter Saturday and Midsummer Eve compensation).

## **Section 18 Overtime and maximum working hours**

1. The employee's working hours, including overtime, shall not exceed an average of 48 hours per week over a period of six months. The maximum working time includes all hours worked.
2. The employer and the employee mutually agree on performing overtime work, and this agreement should be made as clearly as possible, and it should be verifiable.
3. Working overtime is voluntary for the employee. Overtime must be agreed separately and in advance each time.

(See also Section 28(1) Overtime pay)

## **Section 19 Additional work**

At the workplace, it is possible to agree locally an optional 172 hours of additional work without overtime increments (see Section 6 Local agreements). A prerequisite for the agreement is that a shop steward has been elected for the workplace and that the agreement on additional work is made in writing between the shop steward and the employer. If there is no shop steward, the introduction of a local agreement requires that the Industrial Union and the Federation of Agricultural Employers MTA have approved the content and implementation of the local agreement. In the case of part-time employees, hours can be agreed in proportion to working hours.

Instructions for local agreements on additional work are included as an annex to the collective agreement.

## **Section 20 Emergency work**

Emergency work can be carried out if the conditions of Section 21 of the Working Hours Act (872/2019) are met.

(See also Section 28(10) Compensation for emergency work)

## **Section 21 On-call duty**

The employer and employee can agree the employee shall be at the employer's disposal outside his or her regular working hours and prepared to arrive at the place of work/to work as agreed or when called out.

The agreement on on-call duties shall be made in writing in advance. The agreement shall indicate the number of hours the employee is required to be on call, the time within which the employee is expected to arrive at work when called out, the amount of compensation for on-call hours and the term of notice for the agreement.

If the workplace uses a standby system in accordance with the Working Hours Act, the minimum compensation for standby time is equal to the compensation for on-call duty specified in the collective agreement.

**Application instructions:**

Stand-by and on-call duties shall not be assigned simultaneously.

(See also Section 28(11) On-call compensation)

**Section 22 Emergency out-of-hours work**

1. Emergency out-of-hours work includes work carried out on the basis of being called out to work outside regular working hours after having already left the site.
2. Emergency out-of-hours work is compensated for by paying the actual wages in addition to emergency call-out payment, the amount of which is determined based on the time of call out as follows:
  - A. If the call to work occurs outside regular working hours or while the employee has a day off, but no later than at 9 p.m., the compensation corresponds to the basic salary for one hour.
  - B. If the said call to work occurs between 9 p.m. and 6 a.m., the compensation corresponds to the basic salary for two hours.

**IV REMUNERATION**

**Section 23 Salary**

1. Salary components

The employee's personal salary consists of the following:

- a) Job-related salary element that shall be determined on the basis of the requirements of the position
- b) Proficiency bonus based on the employee's personal performance in his or her duties, and
- c) Possible company-specific component.



With the exception of the proficiency bonus, bonuses and compensations paid on the basis of the collective agreement may not be included in the employee's personal salary.

Employees have the right to know the amounts of each component of their personal pay and the grounds how they are determined, both at the start of the employment relationship and whenever they change.

## 2. Job requirement groups

Job requirement refers to the requirements of the work for the employee. The requirement evaluation of a position shall be based on the job descriptions, in which the knowledge, responsibility and stress relating to the duties are taken into account.

In the evaluation, the requirements of the work are assessed in terms of the following, depending on the line of production

level of competence	<ul style="list-style-type: none"> <li>- extent of training or experience required for the work</li> <li>- extent to which the work requires multiple skills</li> </ul>
responsibility	<ul style="list-style-type: none"> <li>- how lax the work instructions are and how much independence the work requires</li> <li>- how much care and diligence the work requires</li> <li>- extent of the safety requirements</li> <li>- extent to which the work involves responsibility for the safety and welfare of people</li> <li>- extent to which the work involves responsibility for the operation and safety of machinery, equipment and tools</li> </ul>
mental and physical load	<ul style="list-style-type: none"> <li>- extent to which the work's content and arrangements involve quality requirements, time pressure or other mental stress factors</li> <li>- extent to which the work involves heavy duties requiring special use of force</li> <li>- extent to which the work involves repetitive tasks, lifting and supporting objects</li> <li>- extent to which the work is done in monotonous work postures</li> <li>- temperature and noise level of the work environment</li> </ul>

The requirement evaluation takes place at the workplace. The job requirement group of an employee is determined based on primary duties. The roles of a workplace instructor and mentor will increase the employee's salary category.

### **Job requirement group 1**

Work that requires a brief orientation but no previous experience. Responsibility and stress are minimum.

#### **Application guide:**

Work in requirement group 1 involves simple and repetitive tasks that are carried out according to given instructions. They are assistive in nature or relate to a single, unambiguous primary duty. The work can be performed by any new employee following a brief orientation.

### **Job requirement group 2**

Work that requires previous experience. The stress level is quite low, and there is a normal level of responsibility.

#### **Application guide:**

Work in requirement group 2 may involve varied duties. The work may also include duties other than assistive tasks. The work can be performed by an employee with previous experience in the field or by most employees after a brief orientation.

### **Job requirement group 3**

Work that requires vocational education or corresponding work experience. The responsibility and stress relating to the work are normal.

#### **Application guide:**

Duties in requirement group 3 consist of an independent set of tasks, the performance of which requires training or experience in the field.

### **Job requirement group 4**

Work that requires vocational education and/or profound work experience. The responsibility and stress relating to the work are higher than normal.

#### **Application guide:**

Work in requirement group 4 regularly requires employee to use their own judgment and decision-making. Performance of the duties requires long experience in the field or special expertise.

### **Job requirement group 5**

Work that requires vocational basic and further education and/or varied and profound work experience. Performing the duties requires very high

responsibility, independence or a supervisory position. The stress level of the work is very high.

**Application instructions:**

Typical duties in requirement group 5 are management and expert tasks.

## 2.1 Determining the job requirement group

The tasks performed at the workplace are divided into the abovementioned job requirement groups according to their requirement level. This dividing of the tasks in the job requirement groups is done by the employer and the employees' representative or representatives as agreed at the workplace. The employer documents the decision and must be able present it to the employee upon request.

**Application instructions:**

The job requirement groups are determined so that they correspond with the requirement levels of different tasks at the workplace, and that the employees can be placed in them, as laid down in the collective agreement. When determining the job requirement groups, the tasks at the workplace can be evaluated as sets of work.

## 2.2 Placement of employees in job requirement groups

Determining a job requirement group for an employee is done by the employer or its representative together with the employee in question. The employer's representative must be thoroughly familiar with the remuneration of employees in the company. If there is a disagreement over the employee's job requirement group, the employee can ask the shop steward representing the employees to participate.

As for the information submitted to the shop steward, the provisions laid down in Section 6, paragraph 1 of the shop steward agreement apply.

The employee must be informed of the requirement group of their work in writing. The parties to the collective agreement recommend that employees' job requirement group is stated in the employment contract and, if the requirement group is changed, either in the amended employment contract or the next payslip after the change.

**Application instructions:**

When the employer determines the job requirement group for the employee, this determination shall be based on the requirements of the employee's duties. If the employee's duties include tasks from different job requirement groups, the employee's job requirement group is determined based on his

or her primary duties or by determining a weighted job requirement group for the times spent in duties belonging to different job requirement groups. Using these times requires a task-specific working time record, or if this is not available, a work plan.

### 3. Pay scale

The hourly wages of job requirement groups and minimum levels of proficiency bonus in employment contracts signed on or after 1 March 2023 are as follows:

Job requirement group	Cost-of-living category					
	Helsinki Metropolitan Area		I		II	
	Standard pay €/h	Standard pay incl. proficiency bonus	Standard pay €/h	Standard pay incl. proficiency bonus	Standard pay €/h	Standard pay incl. proficiency bonus
1	10.83	11.37	10.16	10.67	9.85	10.34
2	11.34	11.91	10.64	11.17	10.29	10.80
3	11.90	12.50	11.19	11.75	10.83	11.37
4	12.51	13.14	11.73	12.32	11.38	11.95
5	13.05	13.70	12.25	12.86	11.87	12.46

The hourly wages of job requirement groups and minimum levels of proficiency bonus in employment contracts signed on or after 1 March 2024 are as follows:

Job requirement group	Cost-of-living category					
	Helsinki Metropolitan Area		I		II	
	Standard pay €/h	Standard pay incl. proficiency bonus	Standard pay €/h	Standard pay incl. proficiency bonus	Standard pay €/h	Standard pay incl. proficiency bonus
1	11.13	11.69	10.44	10.96	10.12	10.63
2	11.64	12.22	10.92	11.47	10.56	11.09
3	12.20	12.81	11.47	12.04	11.10	11.66
4	12.81	13.45	12.01	12.61	11.65	12.23
5	13.35	14.02	12.53	13.16	12.14	12.75

For the purposes of this agreement, Helsinki Metropolitan Area refers to Helsinki, Espoo, Kauniainen and Vantaa.

The following municipalities fall under Cost-of-living Class I:

Enontekiö, Hyrynsalmi, Hyvinkää, Hämeenlinna, Ii, Inari, Joensuu, Jyväskylä, Järvenpää, Kemi, Kemijärvi, Keminmaa, Kerava, Kirkkonummi, Kittilä, Kolari, Kuhmo, Kuopio, Kuusamo, Muonio, Oulu, Pelkosenniemi, Pello, Posio, Ranua, Ristijärvi, Rovaniemi, Salla, Savukoski, Simo, Sodankylä, Tampere, Tervola, Tornio, Utsjoki, Vaasa and Ylitornio as well as all municipalities on the Åland Islands.

The following municipalities fall under Cost-of-living Class II:

#### 4. Proficiency bonus

The employer determines the proficiency bonus that is included in the employee's remuneration based on the level of proficiency the employee demonstrates in his or her duties.

#### 4.1 Proficiency bonus system at the workplace

The employer determines a system for the workplace that indicates the following

- grounds for the proficiency bonus
- criteria for raising the proficiency bonus
- scaling according to improvements in proficiency
- the amount of the proficiency bonus.

The system to be applied at the workplace should be based on metrics relevant to the company's success. The grounds, criteria and scaling are explained to all employees. The workplace shall enforce a transparent and encouraging salary policy.

When determining the proficiency bonus, the employer can use the following grounds and criteria:

<b>GROUND</b>	<b>CRITERIA</b>
Work experience	- possesses previous work experience that can be utilised in current duties
Professional development	- has developed professionally in their current duties - has completed a vocational degree or specialised vocational training in the field
Performance	- performs duties efficiently
Quality of work	- adheres to the company's quality systems and/or quality standards - works with care in such a way that shortcomings due to carelessness or preventable errors are rare
Cooperation skills	- works productively with others - promotes a positive work atmosphere - is helpful and flexible in the performance of various duties
Customer orientation	- acts according to the customer's needs - represents the company in a positive manner
Capacity to develop	- wants to learn and get to know new task and work methods
Innovativeness	- is self-motivated - gives development ideas related to the work
Economy	- is cost-minded when it comes to i.e. materials and work methods
Special skills	- has special vocational expertise or multiple skills which are not included in the factors evaluated in the job requirement group but can be utilised in performing duties

The amount of the proficiency bonus is indicated in monetary value (cents or euros). The proficiency bonus is 5–30% of the remuneration of the job requirement group.

The employee must be informed of the amount of proficiency bonus in writing. The parties to the collective agreement recommend that the amount of proficiency bonus is stated in the payslip after it has been determined for the first time and whenever the amount of bonus changes.

The proficiency bonus is determined for the first time no later than when the employment has lasted for 4 months. Previous employments with the same employer are considered when calculating the time limit. If the term of the employment contract for the first season is up to 5 months, the proficiency bonus does not need to be determined by the above time limit. In this case, however, the proficiency bonus must be determined immediately at the start of the next work season.

The proficiency bonus can also be determined at the start of the employment relationship on the basis of previous work experience, for example. In this case, the amount of proficiency bonus must be stated in the employment contract.

The proficiency bonus is reviewed when the employee's duties change or the grounds for determining the proficiency bonus system so require, but at least once every two calendar years.

The employee must be informed of the basis for determining the amount of proficiency bonus in writing.

#### 4.2 Alternative proficiency bonus system

If the employer has not prepared a workplace-specific system for determining employees' proficiency bonuses as described above and has not explained its grounds, criteria and scaling to the employees,

- the minimum proficiency bonus is 6%
- the proficiency bonus must be increased permanently for each vocational degree and specialised vocational training in the field by at least 1% per degree or training
- the proficiency bonus must be increased by at least 1% at the start of every 3 years of service

#### **Application guide:**

Previous employments with the same employer are considered together when counting the years of service.

Under the alternative proficiency bonus system, the increase in proficiency bonus at the start of every 3 years of service applies from 1 September 2022 onwards for those persons whose employment relationship has met the time period in question.

## 5. General increase

The overall increase is a pay increase that is agreed upon by the parties to a collective agreement in collective bargaining. The overall increase is paid at the time agreed by the parties to the collective agreement. The overall increase is paid to all employees who are in an employment relationship with an employer operating in a sector covered by the collective agreement. The employer pays the overall increase to all employees who are in an employment relationship at the time of the increase.

The components of personal pay are explained to the employee in writing at the time of each overall increase.

The amount of the overall increase as of 1 March 2023 or the start of the following pay period is as follows, depending on the cost-of-living category based on location

- for hourly wage employees: 40 cents/hour in the Helsinki Metropolitan Area 38 cents/hour in region I and 37 cents/hour in region II
- for monthly salaried employees: EUR 68/month in the Helsinki Metropolitan Area EUR 64.60/month in region I and EUR 62.90/month in region II

The amount of the overall increase as of 1 March 2024 or the start of the following pay period is as follows, depending on the cost-of-living category based on location

- for hourly wage employees: 30 cents/hour in the Helsinki Metropolitan Area 28 cents/hour in region I and 27 cents/hour in region II
- for monthly salaried employees: EUR 51/month in the Helsinki Metropolitan Area EUR 47.60/month in region I and EUR 45.90/month in region II

### **One-off payment**

In addition, employees in a permanent employment relationship and whose employment contract is valid at the time of payment receive a one-off sum of EUR 240 on 1 February 2024 or the following payday.

Employees in a fixed-term employment relationship and employees whose permanent employment starts later during 2024 are paid a one-off sum of 20



euros for each month of employment during which the employee has worked at least 80 hours.

The one-off sum is paid to all employees in an employment relationship during 2024, including periods of family leave or temporary lay-off.

## **Section 24 Monthly salary**

A salary that is paid in equal instalments each month is calculated by multiplying the hourly wage by 170.

The above factor has been determined based on the maximum working time of 40 weekly hours, as provided in Section 11 of this collective agreement. If a shorter working time has been agreed in the employment contract, the above-mentioned multiplier does not apply and the calculation must be done separately in each case.

The monthly salary is the employee's personal salary, which is formed from the components of the hourly wage referred to in Section 23(1) of this collective agreement. Compensations and increments in accordance with the collective agreement are paid in addition to the personal monthly salary.

## **Section 25 Total salary**

An employee who works in supervisory duties or is responsible for production or works as an independent expert and can decide on his or her working time arrangements, can agree on a total salary with his or her employer. In this case, the total salary covers the basic salary element (hourly or monthly salary) and the fixed monthly compensation including possible Sunday bonuses, on-call and standby time and other compensation related to the working time.

The scope and times of on-call and standby duty must be agreed in advance in writing. The fixed monthly salary also covers on-call and stand-by compensations in accordance with the collective agreement (see Section 21 On-call duty).

## **Section 26 Salaries of special groups**

### **1. Apprenticeship students**

The salary for an apprentice without previous work experience in the field is at least 85% of the salary of job requirement group 1 for the first year. For the second year, the salary is at least 95% of the salary of job requirement group 1. For the third year, the apprentice is paid at least the full salary of job requirement group 1.

### **Application instructions:**

In the absence of previous work experience in the field, experience gathered in other fields is considered a factor for salary increases.

The salary of an apprentice doing his or her further education is at least the salary of the job requirement group two.

If the apprenticeship has started during employment, the salary is determined according to the employee's own duties.

When the training is completed, the basis for the salary is always reviewed.

For other aspects than the salary, the conditions laid down in this agreement apply.

### **2. Trainees**

A student studying at a university of applied sciences or university in the field and completing an internship as part of their study programme under an employment contract is paid at least 85% of the salary of job requirement group one.

### **3. Schoolchildren and students**

If a student studying in comprehensive school, high school or other education institute, or a young person who has completed his or her comprehensive school or high school during the year in question, works for the company during school holidays or other free times, the salary is at least 70% of the salary in the job requirement group one.

### **4. Orientation period**

An employee with no previous work experience in the field is paid at least 90% of the salary in the job requirement group one for the orientation period. The condition for receiving a salary for the orientation period is that this has been agreed in the employment contract.

The salary of the orientation period can be paid for the period at the start of the employment during which orientation is required for up to two months. If the employment is shorter than four months, this period can be no more than half of the length of the employment.

However, only the period of time which the employee receives actual orientation and does not perform his or her duties independently is considered part of the orientation period.

## 5. Weekend work

For an employee who works in accordance with his or her employment contract only in weekends, mid-week holidays or on Christmas or Midsummer Eve, it can be agreed that the salary is the same for each of the working hours. This agreement must be made in writing, and it must indicate that the agreed salary already includes possible evening and Saturday bonuses, as well as the daily overtime compensation and the Sunday bonus.

## Section 27 Incentive-based wages

The employer and employee can agree on an incentive-based wage. An incentive-based wage refers to a wage that is based entirely on the quantity of output, or the quantity and quality of output, as well as a wage partially based on the time and the actual work performance. The purpose of an incentive-based wage is to improve productivity and the employee's earnings.

### 1. Contract pay

1.1. Contract pay must be agreed in writing in the employment contract or in an appendix to the collective agreement in force at the time before work is begun and separately for each work task.

1.2. When the tasks with contract pay are agreed upon, the job requirement groups in this agreement are used as the pricing basis. The pricing basis is the job requirement group of the contract work being performed. The employee's salary for the orientation period cannot be used as the pricing basis. The salary of the job requirement group used as the pricing basis for contract pay must be stated in the employment contract or an appendix to the collective agreement currently in force.

In work with contract pay, the tasks must be priced so that the employee's earnings with normal contract work pace are at least 20% higher than the salary in the job requirement group that was used as a basis for the pricing. Contracts are priced as follows: the salary for the job requirement group is increased by 20%, and this sum is divided by the normal contract work pace to receive the contract pay.

The contract pay may be changed during the season due to weather conditions, for example, but the employer must always inform the employee about the change and its grounds. However, the 20% contract supplement cannot be deviated from.

1.3. During orientation, the employer must inform the employee about the normal contract work pace of each product to be picked, harvested or planted.

Normal contract work pace refers to the amount of work that is typically performed in one hour. Normal contract work pace is indicated in the format m<sup>2</sup>/hour, for example.

Normal contract work pace must include time spent instructing the employee, filling out hour and contract reports, breaks specified in the collective agreement and other necessary recovery, transfers of products and tools, and any auxiliary work performed in addition to the contract work.

Normal contract work pace is determined correctly when, provided that the weather conditions are normal, more than half of the employees performing the same contract have, on average over the entire contract work season, reached the level of contract pay, i.e. at least 20% higher than the salary for the job requirement group.

The employer has a duty to ensure and monitor that the conditions for maintaining normal contract work pace which are dependent on the employer are in place.

1.4. Tasks with contract pay have a guaranteed pay equivalent to the job requirement group for the work.

This guaranteed pay does not apply in situations where the employee has not reached his or her hourly wage due to the pace of work or partial disability diagnosed by a doctor despite the fact that working conditions have been normal and no other hindrances independent of the employee have been present.

**Application guide:**

If the employee falls behind the required contract work pace, the employer must ensure that the employee has received sufficient orientation and remind the employee about the slow work pace by means of a calculation based on working time records and daily contract work outputs indicating the employee's personal performance. The calculation must be presented to the employee no later than two weeks after the start of product-specific contract work. If, despite additional orientation and the reminder, the employee's pace of work continues to be slower than the contract work pace, the employee is paid 90% of the hourly wage of job requirement group 1.

Employees who fall behind in their work pace are entitled to the guaranteed pay if the employer has not demonstrably taken the aforementioned management measures.

If the working conditions due to poor weather are such that the conditions for contract work are not met, the parties to the collective agreement recommend that employees be paid an hourly wage instead.

The employer has the duty to provide proof the accuracy of the pricing of contract pay upon request. The employer is obligated to maintain and store working time records for each employee also for work performed on contract pay. The parties to the collective agreement recommend that the workplace agree on a method for keeping working time records that ensures that both the employer and employee are kept aware of the recorded hours.

Upon request, the employer has the duty to prove that the employee has had the opportunity to achieve the level of contract pay.

**Application guide:**

Based on the working time records and daily contract work outputs, it must be possible to calculate the average hourly wage of all employees and each individual employee for the entire contract work season.

Based on the calculations, the output of any individual employee can be compared with the output of all employees working on the same contract over the entire contract period in order to determine whether half of the employees have achieved the contract pay level and whether the contract pay has been determined correctly.

If the calculations show that the contract pay used has not been determined correctly, the employees must be paid the difference between the actual pay and the hourly wage of the job requirement group as guaranteed pay.

1.5. Contract pay work can also be performed as teamwork. In this case, the employer pays the salaries in accordance with the distribution basis laid down by the group.

2. Productivity bonus

It is possible to agree at the workplace on a productivity bonus based on the quantity or quality of work or other agreed grounds to be added to the personal hourly wage.

## **Section 28 Compensations and increments**

### **1. Overtime pay**

#### *Daily overtime*

Daily overtime refers to any work performed during the workday in addition to the regular daily working hours of 8 hours referred to in Section 11 of the collective agreement, or any work exceeding the regular working hours determined in the work roster referred to in Section 13, paragraphs 1 and 4.

For the first two hours of daily overtime, a 50% increase and for any additional hours a 100% increase on the hourly wages is paid.

#### *Weekly overtime*

Weekly overtime refers to work which, without taking into account the daily overtime carried out during the same week, exceeds the regular weekly working time of 40 hours as stated in Section 11 of the collective agreement or the regular weekly working time determined in accordance with Section 13, paragraphs 1 and 4.

Compensation for weekly overtime shall be 50 per cent of the basic hourly salary for the first 8 working hours and 100 per cent for subsequent working hours.

Once the weekly overtime compensation (50%) has been paid for the 8 hours, the compensation for any subsequent overtime hours during the same week is always 100 per cent of the basic hourly salary, whether it be a daily or weekly overtime.

#### *Overtime compensated as free time*

By agreement before starting the overtime, wages payable for overtime can be converted into corresponding paid free time during regular working hours or transferred into the working time bank.

The provisions on overtime pay shall apply, where appropriate, in calculating the amount of free time corresponding to the overtime work performed. Any other free time than the one saved in the working time bank must be granted within six months of the overtime in question.

Such free time is counted as equal to days spent at work when accruing the annual leave under Section 7 of the Annual Holidays Act.

## 2. Compensation for Sunday work

For work performed on Sundays, church holidays or the Independence Day, the remuneration includes the regular wages or salary and possible overtime increments, as well as the statutory Sunday supplement for each hour worked. This supplement is 100 per cent of the employee's personal hourly pay. If agreed, the compensation can be transferred to the working time bank and taken as leave.

If agreed, the Sunday bonus can be changed to a leave that can be taken during regular working hours. The length of the paid free time is calculated by following the basis for determining the bonus payable in cash.

## 3. Midweek holiday compensation

3.1. For New Year's Day, Epiphany, Labour Day, Christmas Day, Boxing Day, Good Friday, Ascension Day and Easter Monday falling on a weekday other than Saturday or Sunday, the employee shall be paid 8 hours' salary of average hourly earnings or in proportion to working hours as a midweek holiday compensation (see Section 30 Average hourly pay).

For part-time employees, the compensation for midweek holidays is paid in proportion to the hours worked. The calculation is based on the hours worked during the calculation period of average hourly earnings.

3.2. The mid-week holiday compensation is paid to an employee with at least two months of continuous service before the mid-week holiday in question, provided that the employer is obligated to pay the salary for the day preceding the midweek holiday, as well as for the following working day in accordance with the collective agreement. Midweek holiday compensation is paid also in situations where an absence from work on either of the days mentioned above is based on the employer's consent or a lay-off.

Midweek holiday compensation is also paid to an employee who, immediately before the midweek holiday in question, has been employed for at least two weeks and has also previously worked for the same employer for a total of at least six months during the past two years.

### **Application instructions:**

As a rule, the employer's consent must always be given, except in situations where the absence from work constitutes an unauthorised absence.

3.3. For an employee who is entitled to midweek holiday compensation on the Christmas Day, Good Friday and Easter Monday, the payment for work performed on these midweek holidays consists of the mid-week holiday

compensation and the regular wage with the Sunday bonus. The salary for work on any other mid-week holiday is the same as for any other Sunday work.

3.4. For an employee with weekly or monthly salary, the mid-week holiday compensation is paid only if the work is performed on any of the midweek holidays listed in paragraph 3. In other cases, midweek holiday compensation is included in the weekly or monthly salary.

3.5. In a week with a midweek holiday, all weekdays are regarded as working days, with the exception of the Saturday following Independence Day, New Year's Day, Epiphany, Ascension Day, May Day, Christmas and Easter. These Saturdays of the midweek holiday week are holidays.

If the abovementioned Saturdays have to be working days due to production-related reasons, the corresponding leave that shortens the working week shall be given at a later date. Unless the corresponding leave is granted, the payment for the work performed on the Saturday in question is the regular salary increased by 50 per cent.

#### 4. Compensation for Christmas Eve, Easter Saturday and Midsummer Eve

Christmas Eve, Easter Saturday and Midsummer Eve are holidays, unless compelling production-specific reasons otherwise require. The payment for the work performed on these days is the regular salary increased by 100%.

#### 5. Salary for Independence Day

If Independence Day had otherwise been a working day, the employee is paid a full salary calculated based on the average hourly pay (see Section 30 Average hourly pay).

If the work is paid by the day, hour or piecework, receiving this compensation requires that the employee has been continuously working for the employer for at least 6 working days before the Independence Day.

The employee working on the Independence Day is paid as if it were a Sunday work.

#### 6. Shift work supplement

In shift work, the shifts must change regularly after a predetermined period of time. Shifts shall be considered to change regularly when the shift overlaps with the next shift for a maximum of one hour or when there is no more than one hour between the shifts.



In shift work, a shift supplement is paid for evening and night shift hours as follows:

evening shift	EUR 0.87/hour
night shift	EUR 1.71/hour

## 7. Night work supplement

For work performed between 10 p.m. and 5 a.m. that is not shift work, overwork or emergency work, an increase equivalent to the night work bonus is paid.

## 8. Equipment compensation in work involving a chainsaw or clearing saw

The employee shall be compensated EUR 2.67 per day for the use of their own equipment. (See Section 52(3) Protective clothing)

## 9. Compensations for travel expenses

### 9.1. Daily travel costs

As a rule, employee's pay for the cost of travel between home and the work site out of pocket.

In duties that do not take place in a permanent location and work is typically carried out in changing locations, the employer compensates for the daily travel costs as follows:

<b>One-way commutes between the home and work site</b>	<b>Compensation/day</b>
20–30 km	EUR 4.85
31–50 km	EUR 9.00
51–70 km	EUR 10.60
over 70 km	to be agreed separately

If the employer has organised transport for the employees to the place of work, compensation shall not be paid.

### 9.2. Driving for maintenance operations

If the employee is using his or her own car, as agreed with the employer, for maintenance operations, the employee is paid compensation at 53 cents per kilometre for the expenses. If the transport requires the use of a trailer, additional compensation of 9 cents per kilometre is paid. Changing location during a shift using one's own car is considered a maintenance operation.

### 9.3. Travel expenses for secondments

If the employer orders the employee to travel for an assignment that lasts for at least 6 hours, and after which the employee can return to his or her own home for the night, the employer pays a travelling per diem allowance of EUR 18.30. If the journey lasts for more than 10 hours, the allowance is EUR 25.60. This allowance is not applicable for work at a landscaping site within the agreed work site determined in the employment contract.

The travel expenses during the abovementioned secondments are covered by the employer. If the employer and employee so agree, the employee can use his or her own car for the travels. In this case, the compensation is 53 cents per kilometre.

### 9.4. Overnight travel compensation

If a business trip or secondment requires an overnight stay, the employer is obliged to organise accommodation. In addition, the employer shall pay a per diem allowance of EUR 35.15 for each day requiring an overnight stay.

The employer shall compensate for a weekly home visit by an employee who works from accommodation organised by the employer. The home visit is compensated for based on the use of public transport with the maximum compensation payable by the employer being EUR 67.70/visit. If home visits are carried out once every two weeks, the maximum travel cost compensation is EUR 133.70/visit.

## 10. Compensation for emergency work

The compensation for emergency work performed on top of the regular working hours shall be 50 per cent of the basic hourly salary for the first two hours and 100 per cent for subsequent working hours.

(See also Section 20 Emergency work)

## 11. On-call compensation

The compensation for the inconvenience caused to the employee by on-call duty is agreed upon in a written on-call agreement. Unless otherwise has been agreed, the minimum compensation for being on call is EUR 21/day rounded up to the next full day. The employer and the employee may also agree to convert the on-call hours to corresponding time off. The on-call hours are not included in working hours.

Work performed during on-call time is paid per hour worked.

(See also Section 21 On-call duty)

## 12. Compensation for vocational degree and specialised vocational training

If an employee during his or her employment is completing a vocational degree or specialised vocational training, the employer shall pay a degree-specific compensation of EUR 123 for the vocational degree as a one-time compensation.

## 13. Call-up compensation and pay for the duration of refresher training exercises

The employer pays a one-day salary calculated with the average hourly wage as compensation to an employee who participates in conscription call-up or a selection event for the first time (see Section 30 Average hourly pay). If the employee is at work on the day in question, he or she will also be paid wages or salary for the hours worked.

The abovementioned compensation is paid only for the day in which the conscription or the selection event takes place.

The employer pays the employee participating in reserve training a salary, so that together with the reserve pay paid by the state, the employee receives earnings corresponding to his or her average hourly wage. The above provision applies for those refresher training exercises for which the state pays a reservists' pay.

## 14. Personal holidays

An employee who has worked for the company for at least 3 months is entitled to have a day of on his or her 50th, 60th and 70th birthday, his or her own wedding day or the day of registering a relationship. This day off shall correspond to the employee's regular working hours, and it is compensated in accordance with his or her average hourly wage. This applies to anniversaries that occur during the employee's working days (see Section 30 Average hourly pay).

On the same basis, the employee is entitled to a paid leave on the funeral day of a close relative.

Close relatives refer to the employee's spouse, own and adopted children, parents, siblings and parents-in-law. A cohabiting partner and a registered partner are also considered comparable to a spouse.

## 15. Phone compensation

The employee cannot be required to use his or her own phone during working hours. If the employer requires the employee to be available by phone during the workday, the employer must provide a company phone and subscription for the employee's use or offer the employee a phone benefit as an in-kind benefit, or the employer and the employee must agree on compensation for the use of the employee's own phone.

## Section 29 Incentive remuneration and profit bonus

If agreed at the workplace, the remuneration system can be complemented with incentive remuneration based on productivity, reliability or increase in raw material economy, for example. When the grounds for determining the incentive remuneration are agreed, it is also agreed, whether or not to include this incentive remuneration in calculating the average hourly wage (see Section 30 Average hourly pay).

The incentive remuneration paid to the employee is included in the calculation of annual holiday compensation and pay, if it is agreed that the incentive remuneration will not be included in the average hourly wage.

The employer can, by the decision of the corporate management or the general meeting, pay a profit bonus tied to turnover, gross margin, value added or return on investment, for example. The grounds for dividing the bonus is either agreed at the workplace, or the employer notifies the employees of the grounds.

## Section 30 Average hourly pay

The average hourly pay in this collective agreement refers to the average hourly salary for the last two pay periods. If the salary amount varies, for example, due to the productivity bonus determined by the employee's own effort or incentive pay, the calculation period for the average hourly pay is the period of six pay periods.

When calculating the average hourly pay, the shift work and working condition bonuses are taken into account. Any overtime or Sunday work compensations will not be considered.

If the company uses a different calculation period for the average hourly pay than the one described above, the customary practice can be continued.

### **Application instructions:**

If the average hourly pay cannot be calculated as described above due to the short-term nature of the employment, it is calculated based on the final pay period of the employment.

## **Section 31 Payment of wages and salaries**

1. The salary is paid to the employee twice a month, unless otherwise agreed.

During the employment relationship, the calculation and payment period of wages and salaries is up to 8 workdays from the last workday of the pay period. If the date for the payment of salary is a public holiday, the salary is paid on the previous business day.

When applying an average working time in accordance with the working time adjustment system, it can be agreed at the workplace that the employee's wages or salary are paid according to the average weekly working time of 40 hours.

If the company pays the salary every two weeks in accordance with the abovementioned provision, one of these payments may be paid as an advance payment. However, in all cases, the employee must be provided at least once a month with a payslip as referred to in the Employment Contracts Act, showing the number of hours worked and earnings and the grounds for determining the wages, itemised by supplement.

The parties to the collective agreement recommend that the payslip also shows accrued days of annual holiday, working hours reduction leave and accrued hours in the working time bank.

The compensation paid for additional, overtime and emergency work performed during the pay period must be listed separately on the payslip. If the employee's pay includes any employee benefits, they must be considered when calculating pay increases.

With the exception of the proficiency bonus, supplements and compensations paid on the basis of the collective agreement may not be included in the employee's basic pay.

2. The final salary or wages must be paid as soon as possible. At the end of a non-fixed term employment relationship, the final salary or wages can be paid on the employee's next normal payday. However, in fixed-term employment relationships, the final salary or wages must be paid no later than within 5 workdays.
3. Unless otherwise agreed, the payment is paid to the financial institution appointed by the employee.

## V ANNUAL HOLIDAY

### Section 32 Length and granting of annual holiday

1. The provisions laid down in the Annual Holidays Act govern annual holidays.
2. A minimum of 12 weekdays of the accrued holiday must be granted as consecutive days of holiday during the holiday period (2 May to 30 September). Days of annual leave taken outside the holiday period shall be extended by one third as follows:

Annual leave rescheduled outside the holiday period	Extension
1 day	-
2 days	1 day
3 days	1 day
4 days	1 day
5 days	2 days
6 days	2 days
7 days	2 days
8 days	3 days
9 days	3 days
10 days	3 days
11 days	4 days
12 days	4 days

3. The employer is entitled to grant the rest of the annual holiday exceeding the four weeks separately outside the holiday season (from 2 May to 30 September) referred to in the Annual Holidays Act.
4. When granting the annual holiday, all the other days except for Sundays, church holidays, Easter Saturday, May Day, Midsummer Eve, the Independence Day and Christmas Eve are counted as days of holiday.

### Section 33 Holiday pay

#### Holiday pay of hourly paid employees

1. As for an employee with hourly pay, the grounds for the salary during the annual holiday is the average hourly pay in accordance with the calculation period preceding the start of the annual holiday (see Section 30 Average hourly pay).

The daily holiday pay for the duration of annual holiday is obtained by multiplying average hourly earnings by the number of weekly working hours

agreed in the employment contract and dividing this weekly salary by 6. Thus, the calculated daily pay is multiplied by 1,03.

If the regular working time varies weekly, the average of the actual regular working time during the holiday credit year is calculated.

For hourly paid employees, the holiday pay is paid before the start of the holiday on the normal payday closest to the start of the holiday, or as agreed at the workplace.

### **Holiday pay of monthly salaried employees**

2. An employee whose salary is agreed for at least a week is entitled to get paid also during his or her annual leave. The pay for one day off for an employee with a monthly salary is calculated by dividing the monthly salary by 25.

### **Fringe benefits**

3. The fringe benefits included in the salary shall be paid for the period of the annual holiday unreduced.

## **Section 34 End-of-holiday pay**

An employee who starts his or her annual holiday on the given date and returns to work as soon as the holiday has ended is paid 50 per cent of his or her annual holiday pay as end-of-holiday bonus. End-of-holiday bonus is paid no later than on the payday following the end of each holiday period. If the employee does not return to work as agreed after an annual holiday, the employer may recover the amount of end-of-holiday bonus paid in advance.

The end-of-holiday pay is also paid, if the employee has been absent from work with the employer's consent or due to reasons laid down in Section 7 of the Annual Holidays Act immediately preceding the start of the annual holiday or after the holiday has ended and employment relationship has been on-going.

End-of-holiday pay is also paid for a retiring employee or an employee who returns to work after his or her military service in accordance with the Act on the Continuation of Contractual and Public-Service Employment Relationships of People Fulfilling Their National Defence Obligation, as well as employees on pregnancy or parental leave or those who have been temporarily laid off. The end-of-holiday pay is also paid for an employee whose employment contract is terminated due to reasons not related to the employee.

Voluntary military service is considered as equivalent to conscription.

**Application instructions:**

If the end-of-holiday pay has been paid to an employee who has left for his or her military service, this provision is not applied.

If the annual holiday is granted as extended in accordance with Section 32(2), the end-of-holiday pay is not paid for the extended days.

If the employer and the employee so agree, the end-of-holiday pay can be exchanged to a paid leave either partially or in full. When calculating the length of the holiday in working days, the amount of the end-of-holiday pay being exchanged is divided by a daily salary. The remainder of the end-of-holiday pay is paid during the next salary payment.

**Application guide:**

In one calendar week, there can be up to five days of holiday received by exchanging the end-of-holiday pay for time off. The end-of-holiday pay exchange days are not spent on mid-week holidays. Holidays taken are considered equal to days spent at work when earning the annual holiday and working time reduction days.

**Section 35 Holiday compensation**

When a fixed-term employment contract ends and if the employer and the employee have not agreed on paying the holiday compensation during each salary payment, the holiday compensation earned by the employee is paid as follows:

- 13.0 % of earnings to an employee whose employment relationship has lasted less than a year;
- 16.5 % of earnings for an employee whose employment relationship has lasted over a year without interruptions.

The earnings include paid salaries for the time spent at work, as well as the salary during incapacity to work and during pregnancy and maternity leave.

**Application instructions:**

The percentage-based holiday compensation may not be applied in employment relationships that are valid until further notice.



## **Section 36 Pay in lieu of holiday at the end of the employment relationship**

When an indefinitely valid employment contract is terminated, the holiday pay corresponding to accrued and unused holiday is paid in the form the holiday compensation.

For the period during which annual holiday is accrued according to the Annual Holidays Act without the employee having accrued earnings, the holiday compensation is calculated based on those earnings that the employee would have had during this period.

## **VI SICKNESS, ACCIDENTS AND INCAPACITY FOR WORK**

### **Section 37 Determination of incapacity to work**

An employee who is prevented from working due to an illness or injury shall be required to notify the employer thereof without delay.

If an employee falls ill, he or she can be absent from work no more than two days with his or her own notice. If the illness continues for longer, the employer is entitled to demand a medical certificate of the incapacity to work.

The maximum annual number of sick leaves that can be taken with a self-notice is 6 days, and sick days in excess of this number are granted in accordance with workplace-specific guidelines.

The employer instructs the employee on how to report sick leave and other practices. Practices should take into account the limitations that may be caused by the illness.

For a justified reason, the employer can refer the employee to be checked by an occupational health specialist or require a medical certificate for the illness.

#### **Application instructions:**

A justified reason can be the employee's repeated absences due to illness or suspicion of substance abuse or other misconduct affecting work ability.

### **Section 38 Right to pay for the period of incapacity for work**

If an employee who is unable to perform his or her duties due to an illness or injury that has not been intentionally caused, he or she shall be entitled to a sick leave salary as follows:

<b>Duration of employment at the time of illness</b>	<b>Length of the paid period</b>
less than one week	no right to pay
at least 1 week	50% of pay for workdays that fall within the next 9 weekdays following the start date of the illness (see also Section 41 Waiting period)
at least 1 month	working days over a period of 28 days
at least 3 years	working days over a period of 35 days
at least 5 years	working days over a period of 42 days
at least 10 years	working days over a period of 56 days

The amount of salary is the average hourly pay for regular working hours with benefits (see Section 30 Average hourly pay).

The sick pay of an employee working on contract pay whose employment has lasted less than one month is calculated on the basis of his or her personal time-based wage.

The employer pays the salary for the sick leave on the regular payday and indicates the sick pay on the payslip.

### **Employer's right to compensation**

For the period for which the employer has paid wages or salary for sickness, pregnancy or parental leave, the employer has the right to claim the compensation to which the employee is entitled for the period of incapacity for work under the Health Insurance Act, the Workers' Compensation Act, the Employees' Pensions Act or the Motor Insurance Act, but not more than the amount paid by the employer.

If the daily allowance, pregnancy allowance or parental allowance referred to in the Health Insurance Act is not paid for a reason attributable to the employee, or it is paid at a lower rate than what he or she would be entitled to under the Act, the employer has the right to deduct from the wages during the period of sick leave, pregnancy or parental leave the part of the wages that has been denied in whole or in part for the employer's payment period due to the employee's conduct.

### **Section 39 Right of a fixed-term employee to pay for the period of incapacity for work**

In the case of a fixed-term employee, previous work for the same employer is taken into account. If an employee has previously been employed by the same employer for at least 3 consecutive months, he or she is entitled to sick pay in accordance with the aforementioned salary payment provision of 28 days

- in the second period after 14 days of work, and
- in the third period immediately after the start of the employment relationship.

### **Section 40 Date of illness or accident at work**

If the employee falls ill or gets injured during the working day, the employer pays a full salary to the employee for this day. If the incapacity to work continues, the first sick day is the next day on which the employee would have been working if he or she had been at work.

### **Section 41 Waiting period**

If the incapacity to work continues for no more than the day of falling ill and the following six (6) weekdays, the salary is not paid for the first day of the sick leave (waiting day).

If the employment relationship prior to the day of falling ill has lasted for at least 10 months or the incapacity to work has been caused by a work-related accident, the waiting day does not apply.

### **Section 42 Relapse of an illness**

If an employee falls ill again with the same illness within a maximum of 30 calendar days from the date on which sick pay or sickness benefit was last paid, and the pay period for the same illness has not been completed, the payment of sick pay will continue without a waiting period. The sick pay is continued to be paid until the sickness or the pay period for the sick leave ends.

If the same sickness reoccurs after over 30 days from the day for which a per diem allowance or sick pay has been paid, the salary for the sick leave is paid in accordance with regulations governing a new sickness, in other words all the normal provisions on waiting periods and salary payment apply (see Section 38 Right to pay for the period of incapacity for work).

If necessary, the determination of whether the illness is the same or a different one is based on the decision made by Kela.

## **Section 43 Compensation for loss of earnings due to medical inspections**

### **Statutory medical inspections and screenings**

1. The employer shall pay compensation for earnings lost and for essential travelling costs, when the employee visits the following:
  - medical inspections that are in accordance with the Council of State Decree (708/2013) on statutory occupational health services and accepted in the action plan of the occupational health services to be performed during employment
  - inspections relating to the Act on the protection of young people at work (998/1993)
  - inspections referred to in the Radiation Act (859/2018)
  - inspections required by the Council of State Decree (708/2013) when an employee is transferred within the same company to a job in which the said medical inspection is required
  - cancer screenings referred to in the Council of State Decree (339/2011).
  - medical checkup, examination or vaccination referred to in the Communicable Diseases Act (1227/2016)

If the examination is conducted during the employee's time off, then the employee shall be paid a sum corresponding to the minimum daily allowance payable under the Sickness Insurance Act in compensation for the extraordinary expenses.

### **Other doctor's appointments and medical inspections**

2. The employer compensates the employee for loss of earnings if appointment cannot be scheduled outside working hours or the need is urgent
  - for a medical inspection required in order to diagnose a disease
  - for inspection-related laboratory tests or x-rays prescribed by a doctor
  - for recurring inspections required by chronic diseases, such as diabetes
  - during a medical examination for the purpose of prescribing an assistive device, such as eyeglasses or a device for the treatment of illness, and during instruction on the use of said device
  - for medical inspections during pregnancy
  - for inspections required in order to obtain a necessary certificate for the pregnancy allowance under the Sickness Insurance Act
  - for the first treatment of a sudden tooth disease occurring during an employee's shift and causing incapacity to work, if the employment relationship prior to the event has lasted at least one month.

In order for the abovementioned compensations to be paid, the medical examination, as well as any possible laboratory tests and x-rays, are to be arranged to prevent unnecessary work loss.

The employee must present a reliable account of the medical inspection, such as a medical certificate or receipt of the medical fee.

The employee has the obligation to notify his or her employer of the booked appointment in advance.

#### **Section 44 Replacement work**

If an employee is incapable to perform his or her regular work due to an illness or injury, the employer can offer replacement work that the employee is capable of performing without compromising his or her health. Before starting the replacement work, the employer must find out, together with the employee and occupational health care services, whether the replacement work is suitable for the employee.

The replacement work shall be appropriate and, if possible, similar to the employee's regular duties. Instead of replacement work, vocational training can be arranged for the employee.

#### **Section 45 Group life insurance**

The national labour market organisations have agreed on the provision of insurance cover. The insurance is taken out by the employer, who also pays the insurance premium. The insurance pays out a death benefit in the event of the death of the employee, if he or she has beneficiaries listed in the insurance terms and conditions. The beneficiaries are the deceased employee's spouse and children under the age of 22.

### **VII PARENTAL LEAVE**

#### **Section 46 Pregnancy leave**

A pregnant employee whose employment has continued without interruption for at least 6 months before the estimated due date is paid wages or salary for working days that fall within a period of one month days from the start date of the pregnancy leave under Chapter 1, Section 1 of the Employment Contracts Act.

(See also Section 38 Right to pay for the period of incapacity for work).

## **Section 47 Adoptive parental leave**

An employee who adopts a child under the age of 7 is paid wages or salary for working days that fall a period of one month from the start date of parental leave under Chapter 4, Section 1 of the Employment Contracts Act.

## **Section 48 Care for a sick child**

In the event of a sudden illness of a child under the age of 10, the employee is paid sick pay for a period of temporary absence lasting up to 4 calendar days when such absence is necessary in order to arrange or provide care for a dependent child or another child who lives permanently in the employee's household.

In order to receive salary for the sick leave, both parents must be gainfully employed, and a medical certificate is provided of the child's sickness, and that the employee's employment relationship has lasted at least one month. Studying in another locality is equated with gainful employment.

Those entitled to leave for the care of a sick child can share the leave with others and are entitled to sick pay, but not at the same time.

## **Section 49 Care for a severely ill child**

An employee whose child suffers from a serious illness of the kind referred to in the Government Decree 619/2015 shall be entitled to be absent from work in order to participate in the treatment, rehabilitation and adaptation training or other rehabilitation activities of the child, if the absence is agreed upon with the employer in advance.

## **Section 50 Care of an elderly parent**

In the event of a sudden illness or repatriation of an elderly parent, the employee is entitled to the necessary leave to arrange the care or treatment of the parent.

# **VII SAFETY AT WORK**

## **Section 51 General obligations**

1. The employer shall take all appropriate measures to ensure that employees can perform the work assigned to them without endangering their safety or health.

2. Occupational safety instructions on the use of machines, equipment and tools must be followed. All employees are obligated to notify the employer of any deficiencies observed that endanger safety at work.
3. In handling and storing toxic substances, the manufacturer's instructions must be strictly followed.

When toxic substances are sprayed or otherwise used in greenhouses, the air must be allowed to clear for a sufficient time before the work is continued.

4. The employer shall arrange statutory occupational health care at its own expense and in co-operation with medical professionals in accordance with the provisions on the employer's responsibility for arranging occupational health care laid down in the Occupational Health Care Act 1383/2001 and the Government Decree on the principles of good occupational health care practice, the content of occupational health care and the qualifications of professionals and experts 708/2013.
5. For employees working with toxic plant-protecting agents and herbicides, the employer shall arrange and compensate for medical examinations once a year.

A list of plant-protection agents used at the site, as well as their Safety Data Sheets (SDS), shall be available at the workplace for employees. A copy of the list shall be given to the employee during his or her medical examination as referred to in this paragraph.

6. When assessing and limiting harmful stress caused by high temperatures at the workplace, the instructions given by occupational safety authorities shall be used as guidelines.
7. If the work or the working conditions may cause significant danger to a pregnant employee or the fetus, and if the danger cannot be eliminated, the employer shall transfer the employee to more suitable duties for the duration of the pregnancy.

## **Section 52 Protective clothing**

1. The employer shall procure each year a necessary amount of protective gloves, and no more than two suitable sets of protective clothing. These clothes are the employee's personal equipment for the duration of the employment.
2. The employer provides an appropriate thermal outfit and winter uniform for employees in a permanent employment relationship who are required to work in

a cold building or outdoors in winter. The employer provides new clothing to replace worn or broken articles of clothing.

The employer provides appropriate rainwear for permanent employees required to work outdoors.

3. Also an employee who returns to the same workplace after being laid off due to shortage of work or after an interruption of his or her employment relationship is considered as a regular full-time employee as referred to in this section.

For a fixed-term employee, the employer provides the necessary protective gloves and clothing required for the work for the duration of the employment relationship.

4. If the employee is required to use corrosive or toxic substances at work, the employer shall provide suitable protective clothing, headgear, footwear and gloves for use in these types of tasks.
5. If the employee performs work or handles substances that require the use of respirators, hearing protectors or safety glasses, the employer must provide these for the worker. The employee is obligated to use the protective gear provided.
6. In tasks requiring the use of a chain saw or clearing saw, the employer shall provide the employee with an approved safety helmet including hearing and eye protectors and, during the cold months of the year, as well as safety footwear and cut-resistant safety trousers and gloves.

If the duties take place for a short term only and the employee possesses the necessary equipment referred to above, the use of this equipment may be agreed. (See Section 28(8) Equipment compensation in work involving a chainsaw or clearing saw)

### **Section 53 Permits and training**

If the employer directs the employee to perform work tasks that require a permit card or qualification, such as a plant protection qualification, hygiene passport, occupational safety card, EA1 first aid qualification, hot work licence, AS1 first-aid extinguishing card, forklift operator card or roadwork safety card, the employer is obligated to ensure that the employee has the appropriate permit card or to arrange the necessary training before starting the work task. When an employer directs an employee to perform a work task that requires a permit card or a qualification, the employer is responsible for the costs of the training, travel and accommodation costs and lost earnings during the training.



## **IX COOPERATION AND DISAGREEMENTS**

### **Section 54 General provisions**

1. The rights and obligations that are related to the employment relationship but have not been specified in this collective agreement are governed by respective acts and decrees.
2. The employer must ensure that this collective agreement is available to employees at the workplace.

### **Section 55 Principle of continuous negotiation**

Negotiations on clarifying or improving a part of this collective agreement can be initiated during the agreement period. If, during the agreement period, it is necessary to open negotiations on quality issues relating to working-life, such as in connection with a broader labour market solution or significant amendments relating to the industry, the parties to the collective agreement can make necessary proposals. Matters agreed upon based on the principle of continuous negotiation can enter into force during the agreement period.

### **Section 56 Cooperation at the workplace**

Cooperation between an employer and employees has a significant effect on the work atmosphere. Cooperation can enhance the employees' job satisfaction, as well as reduce sick leaves and other production interruptions. Effective cooperation increases productivity and quality, which in turn improve the profitability of the company's operations and its financial standing in terms of salaries.

Good cooperation and its maintenance and development must be sought at workplaces.

### **Section 57 Serious financial difficulties**

If the financial situation of a member company of the Federation of Agricultural Employers MTA suddenly and significantly worsens and threatens to cause, among other effects, workforce reductions, it is possible to agree locally (see Section 6 Local agreement) on short-term changes to the terms of employment lasting no more than 6 months for the purpose of securing the continuity of the company's operations and jobs during the crisis. Changes to the terms of employment must be preceded by measures that seek to restore the company's operating conditions through financial arrangements and other less drastic means.

If a shop steward has been elected at the workplace, the difficulties relating to the company's finances, order volumes or employment shall be established together with the shop steward. In addition, less drastic means of restoring the company's operating conditions must be sought as alternatives to changing the terms of employment. If, after the implementation of financial arrangements and other less drastic means, a decision is made to change the terms of employment, a report on the expected effects of the changes on the company's financial situation must be presented to the shop steward before agreeing on the changes locally.

At workplaces where no shop steward has been elected, a report on the financial, order volume or employment difficulties faced by the company, financial arrangements and other less drastic measures carried out so far and the planned workforce adjustment measures and their expected effect on the stabilisation of the company's finances must be submitted in advance to the Industrial Union and the Federation of Agricultural Employers MTA.

### **Section 58 Carrying out the duties of an elected position**

An employee who has been selected for a confidential post at the board of the trade union, to participate in collective agreement negotiations, or to represent the trade union in any other management body, is entitled to an exemption from work in order to participate in the meetings. This entitlement to exemption from work applies also to a deputy member, if the regular member is unavailable.

The employee shall notify the employer of the required exemption as soon as possible and present the official convening notice, if so required.

The absence is considered equivalent to working time for the purposes of accruing annual holiday and working time reduction.

### **Section 59 Interpretation of the collective agreement and settlement of disputes**

1. If an employee has any complaints about the correct interpretation or application of this collective agreement or other related agreements, he or she must immediately notify the employer.
2. If the matter cannot be settled through negotiations between the employer and the employee, then it is considered in negotiations between the employer. The negotiation must be conducted without delay. If there is no shop steward, after the negotiations between the employer and the employee, the dispute may be submitted to be settled by the parties to the collective agreement.

3. If the matter cannot be settled through local negotiations, it may be submitted to the parties to the collective agreement for settlement. For this purpose, a written memo including the topic of the dispute and the views expressed shall be compiled based on the local negotiations. The memo must be submitted to both parties to the collective agreement.
4. If the dispute between the employer and the employee has arisen from any other reasons than those referred to in paragraph 1 of this Section, efforts must be made to settle the matter through negotiations between the persons concerned before other action is taken. If the employer and employee cannot reach an agreement, the matter can be submitted for settlement by the parties to the collective agreement.
5. If either party to the collective agreement is demanding negotiations on disputes referred to above, the negotiations shall be started and finished without undue delay.
6. If the parties to the collective agreement cannot settle the dispute, it can be brought before the Labour Court or, if the matter is out of its competence, before the District Court.

### **Section 60 Collection of membership dues**

When so authorised by an employee, the employer shall withhold from the salary payable to an employee the membership dues for each pay period. The employer shall credit the membership dues withheld to the bank account designated by the said association and submit a specification of the dues for each employee to the Industrial Union in accordance with given instructions. A certificate of the membership dues withheld shall be given to the Tax Administration after the end of the calendar year or the end of the employment relationship.

### **Section 61 Representatives of the parties to the collective agreement**

The representatives authorised by undersigned organisations have the right, when thus agreed or if the employer has been notified in due time, to negotiate with the employer at a workplace governed by the collective agreement and monitor the application of the agreement together with the employer's representative or shop steward.

### **Section 62 Validity of the collective agreement**

1. This agreement is valid from 1 February 2023 to 31 January 2025.

2. If another collective agreement is under negotiation, the provisions laid down in this collective agreement shall apply until the new agreement has been signed or the negotiations have otherwise ended.
3. This agreement was drawn up in two identical copies, one for both parties.

Helsinki, 14 February 2023

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

Mikko Jaakkola

Kristel Nybondas

INDUSTRIAL UNION

Riku Aalto

Turja Lehtonen

FEDERATION OF AGRICULTURAL EMPLOYERS MTA  
INDUSTRIAL UNION

## **PROTOCOL OF SIGNATURE**

### **AMENDMENT PROTOCOL TO THE COLLECTIVE AGREEMENT FOR THE LANDSCAPING SECTOR**

Date: 10 February 2023  
Place: Office of the Industrial Union, Hakaniemenranta 1, Helsinki  
Present: The negotiators of the Federation of Agricultural Employers MTA  
Negotiators of the Industrial Union

The Federation of Agricultural Employers MTA and the Industrial Union have agreed the following:

#### **1 CHANGES TO THE STRUCTURE AND CONTENT OF THE COLLECTIVE AGREEMENT**

A working group appointed by the parties has proposed revisions to the structure and language of the collective agreement for the landscaping sector. The revisions have been approved by the negotiation committees. The section numbering of this protocol is in accordance with the revised collective agreement.

#### **2 VALIDITY OF THE COLLECTIVE AGREEMENT**

The validity of the collective agreement in force from 1 February 2020 to 31 January 2023 is extended from 1 February 2023 to 31 January 2025 with the changes listed in this protocol.

This agreement shall be extended for one a year at a time unless it is terminated in writing by either party at least two months before the expiry date.

#### **3 PAY INCREASES IN 2023 and 2024**

The increase in wages and salaries will be implemented in amounts in cents for both the overall increase and each job requirement group listed in the pay scale. In addition, a separate one-off sum was agreed to be paid in 2024.

### **3.1 Overall increase (Section 23, paragraph 5)**

The amount of the overall increase as of 1 March 2023 or the start of the following pay period is as follows, depending on the cost-of-living category based on location

- for hourly wage employees: 40 cents/hour in the Helsinki Metropolitan Area 38 cents/hour in region I and 37 cents/hour in region II
- for monthly salaried employees: EUR 68/month in the Helsinki Metropolitan Area EUR 64.60/month in region I and EUR 62.90/month in region II

The amount of the overall increase as of 1 March 2024 or the start of the following pay period is as follows, depending on the cost-of-living category based on location

- for hourly wage employees: 30 cents/hour in the Helsinki Metropolitan Area 28 cents/hour in region I and 27 cents/hour in region II
- for monthly salaried employees: EUR 51/month in the Helsinki Metropolitan Area EUR 47.60/month in region I and EUR 45.90/month in region II

### 3.2 Pay scale (Section 23, paragraph 3)

The hourly wages of job requirement groups and minimum levels of proficiency bonus in employment contracts signed on or after 1 March 2023 are as follows:

Job requirement group	Cost-of-living category					
	Helsinki Metropolitan Area		I		II	
	Standard pay €/h	Standard pay incl. proficiency bonus	Standard pay €/h	Standard pay incl. proficiency bonus	Standard pay €/h	Standard pay incl. proficiency bonus
1	10.83	11.37	10.16	10.67	9.85	10.34
2	11.34	11.91	10.64	11.17	10.29	10.80
3	11.90	12.50	11.19	11.75	10.83	11.37
4	12.51	13.14	11.73	12.32	11.38	11.95
5	13.05	13.70	12.25	12.86	11.87	12.46

The hourly wages of job requirement groups and minimum levels of proficiency bonus in employment contracts signed on or after 1 March 2024 are as follows:

Job requirement group	Cost-of-living category					
	Helsinki Metropolitan Area		I		II	
	Standard pay €/h	Standard pay incl. proficiency bonus	Standard pay €/h	Standard pay incl. proficiency bonus	Standard pay €/h	Standard pay incl. proficiency bonus
1	11.13	11.69	10.44	10.96	10.12	10.63
2	11.64	12.22	10.92	11.47	10.56	11.09
3	12.20	12.81	11.47	12.04	11.10	11.66
4	12.81	13.45	12.01	12.61	11.65	12.23
5	13.35	14.02	12.53	13.16	12.14	12.75

### 3.4 One-off payment

In addition, employees in a permanent employment relationship and whose employment contract is valid at the time of payment receive a one-off sum of 240 euros on 1 February 2024 or the following payday.

Employees in a fixed-term employment relationship and employees whose permanent employment starts later during 2024 are paid a one-off sum of 20 euros for each month of employment during which the employee has worked at least 80 hours.

The one-off sum is paid to all employees in an employment relationship during 2024, including periods of family leave or temporary lay-off.

The provision on the one-off payment is included in the collective agreement.

### 3.4 Bonuses in cents and euros

As of 1 March 2023, the bonuses in cents and euros that are referred to in the collective agreement are as follows:



- 3.3.1 Compensation for further vocational qualifications and specialist vocational qualifications (Section 28, paragraph 12) EUR 123
- 3.3.2 Compensation for evening shift work (Section 28, paragraph 6) 87 cents/hour
- 3.3.3 Compensation for night shift work (Section 28, paragraph 6) EUR 1.71/hour
- 3.3.4 Equipment compensation in work involving a chainsaw or clearing saw (Section 28, paragraph 8) EUR 2.67/day
- 3.3.5 Shop steward's compensation (Section 7 of the Shop steward agreement)
- |                      |              |
|----------------------|--------------|
| 5–20 employees       | EUR 42/month |
| 21–50 employees      | EUR 55/month |
| 51 or more employees | EUR 90/month |
- 3.3.6 Occupational safety representative's compensation (Section 8 of the Agreement on Occupational Safety Cooperation)
- |                      |              |
|----------------------|--------------|
| 10–20 employees      | EUR 42/month |
| 21–50 employees      | EUR 55/month |
| 51 or more employees | EUR 90/month |

#### 4 CHANGES TO WORDING

The wording of the following sections has been revised while otherwise keeping the provisions of the collective agreement unchanged:

Section 7, paragraph 3

*If, due to the nature of the work, it is necessary to agree on fixed-term employment on the basis of the completion of the agreed work and the exact end date of the work is not known, the employment contract must, however, include an estimate of the duration of employment. If the duration of employment has to be changed due to the nature of the work, the employer must notify the employee as soon as the employer becomes aware of the need and no later than one week in advance.*

*Application instructions: The duration of the employment relationship is stated in the employment contract either as an estimated end date of the employment or an estimated number of weeks or months. The duration of employment cannot be estimated in descriptive terms by tying it to the maintenance or building season, piece work or first snowfall, for example.*

## Section 8, paragraph 1

*If, during the employment relationship, the employer provides training to improve the employee's specialist vocational qualifications, the employer and employee may, by means of a written employment contract, agree on a notice period that is up to twice as long as the minimum notice period specified in the table.*

*Application instructions: Training provided by the employer to improve specialist vocational qualifications does not refer to orientation to the employee's work tasks.*

## Section 10, paragraph 1

*If the employee has come in to work for a shift but the work cannot be started due to bad weather, the employee is reimbursed for the round trip between home and work. The amount of reimbursement is equal to the kilometre allowance confirmed annually by the Tax Administration. The reimbursement is taxable wage income.*

## Section 12

*A roster shall always be drawn up for the workplace indicating the start and end of regular working hours of each employee and the timing of breaks. The work roster is compiled for the same period as the adjustment period and for no less than for a four-week period. If it is impossible to draw up a work roster to cover a period of four weeks due to the irregularity of the work, the work roster must always cover as long a period as possible.*

*When drawing up the work roster, the employer must consult the shop steward, or if there is no such person, another representative appointed by the employees. If there is no shop steward, the employer must give employees the opportunity to express their wishes regarding work shifts.*

*The roster must be communicated to the employees well in advance, and no later than four days before the beginning of the roster period.*

*When compiling the work roster, the employer shall ensure that the shifts will not cause unreasonable harm or stress to the employees.*

*For a justified reason, shifts entered in the work roster can be changed in writing in the manner agreed at the workplace. A justified reason may be a situation arising from production-related needs or weather conditions that was unforeseeable at the time of drawing up the work roster. The written agreements on changes to working hours must specify a deadline by which shifts can be cancelled, moved or rescheduled.*

*If the work cannot be started due to bad weather, the employee is compensated for coming in to work for the shift and for the delay or cancellation of the shift in accordance with Section 10, paragraphs 1–3.*

*The working week starts on Monday morning at 5.00 a.m.*

### Section 13

*The regular weekly working time must average out at 40 hours on average during a maximum of 52 weeks. This must be considered when compiling the work roster and when monitoring working time based on that roster.*

*At the end of the adjustment period, the employer must provide the employee with a written account of how working time has been adjusted to 40 hours.*

*If the actual working hours are under 40 hours for a reason attributable to the employee and the employee has been paid wages according to 40 hours of work per week, the employer can deduct the overpaid amount from the employee's final pay.*

*If the regular working time has not averaged out at 40 hours a week during the working time plan, the exceeding hours are considered to be weekly overtime. Overtime pay must be paid on the payday following the end of the adjustment period.*

*If, for a reason attributable to the employer, the actual weekly working hours are under the 40 hours agreed in the employment contract, the employee is compensated for the missing hours according to their personal hourly wage on the next payday after the end of the adjustment period.*

### Section 18, paragraph 3

*Working overtime is voluntary for the employee. Overtime must be agreed separately and in advance each time.*

### Section 19, paragraph 2

*Instructions for local agreements on additional work are included as an annex to the collective agreement.*

In addition, the wording of the separate instructions on additional work permitted by the collective agreement has been changed as follows:

*In all cases, additional work may only be performed with the consent of the employee. The employee can consent to additional work permitted by the collective agreement separately on each occasion or notify the employer of the dates and hours during which the employee is available in advance for one week at a time. The consent or advance notice of availability must be verifiable*

*later in writing or electronically even if the additional work permitted by the collective agreement is requested by the employee.*

## Section 21

*If the workplace uses a standby system in accordance with the Working Hours Act, the minimum compensation for standby time is equal to the compensation for on-call duty specified in the collective agreement.*

## Section 23

### 1. Paragraph

*Employees have the right to know the amounts of each component of their personal pay and the grounds how they are determined, both at the start of the employment relationship and whenever they change.*

### Paragraph 4

*The proficiency bonus is reviewed when the employee's duties change or the grounds for determining the proficiency bonus system so require, but at least once every two calendar years.*

### Paragraph 5

*The overall increase is a pay increase that is agreed upon by the parties to a collective agreement in collective bargaining. The overall increase is paid at the time agreed by the parties to the collective agreement. The overall increase is paid to all employees who are in an employment relationship with an employer operating in a sector covered by the collective agreement. The employer pays the overall increase to all employees who are in an employment relationship at the time of the increase.*

*The components of personal pay are explained to the employee in writing at the time of each overall increase.*

The provision on the overall increase is included in the collective agreement.

## Section 25

*An employee who works in supervisory duties or is responsible for production or works as an independent expert and can decide on his or her working time arrangements, can agree on a total salary with his or her employer. In this case, the total salary covers the basic salary element (hourly or monthly salary) and the fixed monthly compensation including possible Sunday bonuses, on-call and standby time and other compensation related to the working time.*

*The scope and times of on-call and standby duty must be agreed in advance in writing. The fixed monthly salary also covers on-call and stand-by*

*compensations in accordance with the collective agreement (see Section 21 On-call duty).*

Section 28, paragraph 14

*Close relatives refer to the employee's spouse, own and adopted children, parents, siblings and parents-in-law. A cohabiting partner and a registered partner are also considered comparable to a spouse.*

Section 28 new paragraph 15

*The employee cannot be required to use his or her own phone during working hours. If the employer requires the employee to be available by phone during the workday, the employer must provide a company phone and subscription for the employee's use or offer the employee a phone benefit as an in-kind benefit, or the employer and the employee must agree on compensation for the use of the employee's own phone.*

Section 31

1. Paragraph

*During the employment relationship, the calculation and payment period of wages and salaries is up to 8 workdays from the last workday of the pay period. If the date for the payment of salary is a public holiday, the salary is paid on the previous business day.*

2. Paragraph

*The final salary or wages must be paid as soon as possible. At the end of a non-fixed term employment relationship, the final salary or wages can be paid on the employee's next normal payday. However, in fixed-term employment relationships, the final salary or wages must be paid no later than within 5 workdays.*

Section 32, paragraph 2

Inaccuracies in the table have been corrected as follows:

*A minimum of 12 weekdays of the accrued holiday must be granted as consecutive days of holiday during the holiday period (2 May to 30 September). Days of annual leave taken outside the holiday period shall be extended by one third as follows:*

<i>Annual leave rescheduled outside the holiday period</i>	<i>Extension</i>
1 day	-
2 days	1 day
3 days	1 day
4 days	1 day
5 days	2 days
6 days	2 days
7 days	2 days
8 days	3 days
9 days	3 days
10 days	3 days
11 days	4 days
12 days	4 days

Section 34, paragraph 1

*An employee who starts his or her annual holiday on the given date and returns to work as soon as the holiday has ended is paid 50 per cent of his or her annual holiday pay as end-of-holiday bonus. End-of-holiday bonus is paid no later than on the payday following the end of each holiday period. If the employee does not return to work as agreed after an annual holiday, the employer may recover the amount of end-of-holiday bonus paid in advance.*

Section 43

Paragraph 1

*The employer shall pay compensation for earnings lost and for essential travelling costs, when the employee visits the following:*

*(...)*

- *a medical checkup, examination or vaccination referred to in the Communicable Diseases Act (1227/2016)*

Paragraph 2

*The employer compensates the employee for loss of earnings if appointment cannot be scheduled outside working hours or the need is urgent:*

*(...)*

*during a medical examination for the purpose of prescribing an assistive device, such as eyeglasses or a device for the treatment of illness, and during instruction on the use of said device*

## Section 46

### Pregnancy leave

*A pregnant employee whose employment has continued without interruption for at least 6 months before the estimated due date is paid wages or salary for working days that fall within a period of one month days from the start date of the pregnancy leave under Chapter 1, Section 1 of the Employment Contracts Act.*

## Section 47

### Adoptive parental leave

*An employee who adopts a child under the age of 7 is paid wages or salary for working days that fall a period of one month from the start date of parental leave under Chapter 4, Section 1 of the Employment Contracts Act.*

## Section 48

*In the event of a sudden illness of a child under the age of 10, the employee is paid sick pay for a period of temporary absence lasting up to 4 calendar days when such absence is necessary in order to arrange or provide care for a dependent child or another child who lives permanently in the employee's household.*

## new Section 53 to Chapter VIII SAFETY AT WORK

*If the employer directs the employee to perform work tasks that require a permit card or qualification, such as a plant protection qualification, hygiene passport, occupational safety card, EA1 first aid qualification, hot work licence, AS1 first-aid extinguishing card, forklift operator card or roadwork safety card, the employer is obligated to ensure that the employee has the appropriate permit card or to arrange the necessary training before starting the work task. When an employer directs an employee to perform a work task that requires a permit card or a qualification, the employer is responsible for the costs of the training, travel and accommodation costs and lost earnings during the training.*

## Section 57

*If the financial situation of a member company of the Federation of Agricultural Employers MTA suddenly and significantly worsens and threatens to cause, among other effects, workforce reductions, it is possible to agree locally (see Section 5 Local agreement) on short-term changes to the terms of employment lasting no more than 6 months for the purpose of securing the continuity of the company's operations and jobs during the crisis. Changes to the terms of employment must be preceded by measures that seek to restore*

*the company's operating conditions through financial arrangements and other less drastic means.*

*If a shop steward has been elected at the workplace, the difficulties relating to the company's finances, order volumes or employment shall be established together with the shop steward. In addition, less drastic means of restoring the company's operating conditions must be sought as alternatives to changing the terms of employment. If, after the implementation of financial arrangements and other less drastic means, a decision is made to change the terms of employment, a report on the expected effects of the changes on the company's financial situation must be presented to the shop steward before agreeing on the changes locally.*

*At workplaces where no shop steward has been elected, a report on the financial, order volume or employment difficulties faced by the company, financial arrangements and other less drastic measures carried out so far and the planned workforce adjustment measures and their expected effect on the stabilisation of the company's finances must be submitted in advance to the Industrial Union and the Federation of Agricultural Employers MTA.*

Agreement on Occupational Safety Cooperation, Section 7

*The occupational safety representative's opportunities to develop and advance in their occupation may not be hindered because of his or her position as the occupational safety representative. The salary development of the occupational safety representative must correspond to the general salary development within the company. If the actual work of the employee elected as an occupational safety representative makes it difficult to perform the duties of the position of trust, where possible, the employee must be offered other work of equal value and corresponding to his or her professional skill. Changes in work duties may not result in a reduction in pay.*

## **5 OTHER MATTERS AGREED UPON**

### **5.1 Clarification and simplification of the annexes to the collective agreement**

The contracting parties shall agree on the work of the working group to clarify and simplify the structure and language of the annexes to the collective agreement during the agreement period. The proposal by the working group will be completed by 30 November 2024 and reviewed in the next collective agreement negotiations.

### **5.2 Working group on the reform of wages and salaries in the sector**

The contracting parties have agreed to set up a working group tasked with reforming the job requirement groups and minimum wages of the collective



agreement as well as other provisions related to wages and salaries to meet the needs of the sector.

### **5.3 Translations of collective agreements**

The language versions of the collective agreement in Swedish and English will be updated. The contracting parties shall each pay one half of the translation costs.

## **6 APPROVING THE PROTOCOL**

The signatories accept the collective agreement in accordance with the outcome of the negotiations reached on 10 February 2023.

Helsinki, 14 February 2023

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

Mikko Jaakkola

Kristel Nybondas

INDUSTRIAL UNION

Riku Aalto

Turja Lehtonen

## **TRAINING AGREEMENT FOR THE AGRICULTURAL SECTOR**

### **Introduction**

The development of society, changes in economic structure, maintaining employment, improving productivity and developing participation systems all require constant training activities that are directed to almost every personnel group. The unions encourage their members to respond positively to this kind of training. As the employees have more and more free time, they have even better opportunities to have an education that relates to their hobbies and is focused on developing diversified skills. The importance of adult education in maintaining and developing skills will grow in the future.

In addition, the education has a central role in terms of developing cooperation between social partners. For this reason, the unions have a common goal to encourage the education provided. The unions point out that the parties will focus on maintaining proper and confident relations in all their training activities.

### **Section 1 Training task force**

For the application of this agreement, the parties to this agreement set up a training task force with two appointed representatives of both parties.

Each year the training task force approves a list of courses to the costs of which the employer contributes. The task force is also considering courses that are shorter than a week to be included in the payout.

In addition, the task force has the role of a cooperation body during the agreement period in training matters between the contracting parties.

### **Section 2 Vocational training, further training and retraining**

When the employer is providing vocational training for an employee or sends the employee to training sessions relating to his or her profession, the direct costs incurred during the training, as well as the loss of earnings based on regular working hours, shall be compensated to the employee.

If the entire training takes place outside working hours, the direct costs incurred thereof shall be compensated.

### **Section 3 Joint training**

Training that enhances cooperation is offered

- jointly by both parties to the agreement
- jointly by the employer and the employee at the workplace or other location agreed upon.

If an occupational safety representative, deputy representative or a member of the industrial safety commission participates in a training session that has been jointly agreed by the parties or in a meeting of the industrial safety commission, any direct costs relating to the training or the meeting, as well as loss of earnings for the regular working hours, will be compensated.

If the entire training takes place outside working hours, the direct costs incurred thereof shall be compensated.

For meetings of the industrial safety commission that take place outside working, the member of the commission participating in the meeting shall be compensated for any direct costs, and he or she shall also receive an attendance fee in accordance with committee provisions.

If a vice delegate of the industrial safety commission participates in a meeting of the commission, he or she shall be compensated for any loss of earnings and direct costs incurred under the same conditions that apply to the actual delegate.

### **Section 4 Training in employment-related issues**

When an employee participates in a course or a conference on employment-related issues organized by the employer or the employer together with an employee association, the employee shall be compensated for any direct costs incurred thereof, as well as loss of earnings for regular working hours.

### **Section 5 Direct costs**

'Direct costs' in Sections 2–4 of this agreement refer to travel expenses when using the cheapest method of travel, course fees, costs of the educational material necessary for the training programme, as well as reasonable full board fees for courses organized in a boarding school. The loss of earnings for regular working hours is compensated for the duration of the course, as well as for the travelling time. If the training or necessary travels take place outside working hours, no compensation is paid for the time used. For persons with weekly or monthly salaries, the salary is not reduced for the duration of the course and any necessary travels.

### **Section 6 Participation in training sessions**

Participation in training sessions referred to in Sections 2–4 of this agreement must be agreed in advance with the employer.

## **Section 7 Training provided by trade associations (trade union training)**

'Trade associations' in this agreement refer to the Central Organisation of Finnish Trade Unions (SAK) and Industrial Union.

### **Retention of employment and notice periods**

Employees can participate in courses organized by SAK and Industrial Union that last for a month or a shorter period without interruption in their employment, if it does not cause major hindrances to production or the company's operations. When assessing the abovementioned hindrances, also the size of the workplace is taken into consideration. If a leave cannot be granted, the shop steward or the employee in question is notified at least 10 days before the start of the course. This notification shall include the reason for which granting the leave would cause major hindrances. In this case, it is recommended that the employer and the employee determine a more suitable time during which nothing prevents the employee from taking the course.

The employee shall notify the employer as early as possible, if he or she intends to take a course. If the course lasts for no more than a week, the notification must be given at least three (3) weeks before the start of the course. If the course lasts for longer, the notification shall be given at least six (6) weeks prior.

Before the person can participate in a training session referred to above, the procedures incurred by the participation must be agreed upon with the employer. It must be specifically determined, if the training is of such nature that the employer is obligated to compensate the employee in accordance with the Training Agreement. At the same time, the extent of these compensations must be determined.

If an employee has participated in SAK's so called three-month course in the abovementioned order, his or her employment will not be interrupted due to the course.

In workplaces with less than five employees, the compensation for training costs is agreed upon separately.

One shop steward per workplace can participate in these training sessions in a calendar year.

## **Compensation**

For trainings referred to in above paragraphs of this section and that are organized by SAK and the Industrial Union in their own institutes and that are approved by the training task force, the employer pays the shop steward, occupational safety representative, deputy representative and the member of the industrial safety commission a compensation for loss of earnings. The compensation in question is paid for the shop steward for no more than one month, and for those employees in industrial safety duties for no more than two weeks. In addition, the compensation for loss of earnings requires that the course in question relates to the participant's collaboration duties within the company.

As far as the training task force has approved the three-month course organized by SAK to be compensated by the employer, the shop steward participating in the course is compensated for loss of earnings for one month providing that he or she works for a company with at least 20 employees working all year round.

In addition, the employees referred to in the preceding two paragraphs are paid a board allowance for each course day to cover for catering costs incurred. The amount of this board allowance is agreed between the unions. However, this compensation is not paid for a period longer than the one for loss of earnings.

A prerequisite for all of the compensations is that the person in question will return to his or her previous job.

The employer is obligated to pay the abovementioned compensations to the same person only once for the same or similar training.

### **Section 7.1 Meal allowance**

In 2023, the meal allowance is EUR 28.25 per training day. The amount shall be adjusted each year. The annual change of the board allowance is calculated based on the change in the daily allowance accepted by the Tax Administration. In this calculation, the normal figures are rounded to the nearest five cents.

### **Section 8 Loss of earnings**

The loss of earnings in this agreement refers to the earnings an employee loses in regards to his or her regular working hours in order to participate in training.

The employer can deduct the part of the loss of earnings that the employee might receive as compensation for the training period elsewhere. This, however, does not apply to any compensation the employee in question might receive from his or her trade union or branch.

## **Section 9 Settlement of disputes**

In the settlement of disputes, the negotiated procedure outlined in the industry's collective agreement applies.

## **Section 10 Social benefits**

Participation in trade associations' training sessions as referred to in Section 7 does not cause reductions to annual holidays, pensions or other related benefits for a maximum period of one month.

## **Section 11 Duration and termination of the agreement**

This agreement enters into force on 1 February 2023 and is valid indefinitely with a six months' notice.

Helsinki, 14 February 2023

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

## **SHOP STEWARD AGREEMENT**

### **Section 1 Purpose and scope of the agreement**

1. The purpose of the shop steward system is to ensure compliance with the agreements between the parties, to resolve disputes arising between the employer and the employee in an appropriate and prompt manner, to address other issues arising between employers and employees and to maintain and promote industrial peace as required by the collective bargaining system.
2. This agreement is complied with by member companies of the Federation of Agricultural Employees MTA.

### **Section 2 Shop steward and professional branch**

1. A shop steward refers to a representative elected by employees who are union members from amongst themselves; the election result shall be confirmed by a decision made by the local trade union chapter. The shop steward represents the employees of the company or employees of several companies owned by the same employer who falls under the scope of this collective agreement. A joint shop steward may be elected to represent employees of several companies as referred to above is the companies operate in the same locality.
2. The shop steward must be an employee of the company with knowledge about the condition of the workplace.
3. The local trade union chapter refers to a registered member organisation of the Industrial Union.

### **Section 3 Election of a shop steward**

1. The local trade union chapter shall confirm the election of the stop steward and the deputy shop steward. Employees who are union members and bound by the collective agreement may stand for the shop steward election.
2. The shop steward election may be held at the place of work. If the election is carried out at the place of work, the employees must be given the opportunity to participate in the election. The organisation and holding the election must not, however, intervene with work. The time of election and the ballot stations must be agreed on with the employer no later than 14 days before the election is held.

The employer shall reserve the opportunity for the persons named by the local trade union chapter to carry out the election.

3. The shop steward organisation shall be brought in line with the changed size and structure of a workplace when the operations of the workplace substantially reduce or expand, or due to an assignment of business, merger, incorporation or comparable substantial reorganisation.
4. The employer shall be notified of the names of the elected shop steward and the elected deputy shop steward as well as their resignation or dismissal by the local trade union chapter. The employer shall also be notified of the period when the deputy shop steward will be substituting the shop steward. The employer shall notify the shop steward of the persons who will represent the company in negotiations.

#### **Section 4 Employment relationship of a shop steward**

1. The shop steward holds the same position towards the employer regardless of whether he or she carries out his or her duties as a shop steward in addition to his or her regular duties or he or she has been partially or fully exempted from his or her duties. The shop steward is obliged to comply with the general terms of employment, working hours and orders given by the management as well as other regulations.
2. The shop steward's opportunities to develop and advance in their occupation may not be hindered because of his or her position as the shop steward.
3. A shop steward may not be assigned to duties that a lower paid than those which he or she was assigned to at the time of being elected while performing his or her duties as a shop steward or as a result of these duties. Nor may a shop steward be demoted if the employer is able to offer him or her other duties that correspond to his or her professional skills. Owing to his or her duties as a shop steward, he or she may not be dismissed.
4. If the regular duties of a person elected as a shop steward impair his or her ability to perform his or her duties as a shop steward, he or she shall be offered other duties, taking into consideration the circumstances at the company and the shop steward's professional skills. These arrangements may not lead to a reduction in earnings.
5. The salary development of the shop steward must correspond to the general salary development within the company.
6. In the event of redundancies or temporary lay-offs for financial and production-related reasons, these measures may not be targeted at the shop steward unless the operations of the entire company or a similar operative unit are fully



terminated. A shop steward who represents the employees of several companies are laid down in Section 2, paragraph 1 must be offered, if possible, similar employment in one of the said companies. If it is mutually agreed that the shop steward cannot be offered duties corresponding to his or her professional skills or duties that would be otherwise suitable, this rule may be deviated from. Under Chapter 7, Section 10(2) of the Employment Contracts Act, the employer shall be entitled to terminate the employment contract of a shop steward only if the work of the shop steward ceases completely and the employer is unable to arrange work that corresponds to the person's professional skill.

The employer is entitled to terminate the employment contract of a shop steward on the basis of grounds related to the employee's person only if the majority of the employees whom the shop steward or the elected representative represents agree, as required under Chapter 7, Section 10(1) of the Employment Contracts Act.

The employment contract of the shop steward shall not be terminated contrary to the provisions under Chapter 8, Section 1(1). Terminating the employment contract of a shop steward on the grounds of violating the provision under Chapter 3, Section 1, is not possible unless he or she has at the same time repeatedly, essentially and regardless of a warning, neglected the obligations laid down in the Employment Contracts Act Chapter 1, Section 8(1).

The position of the shop steward continues regardless of the assignment of the enterprise provided that the enterprise or the part of the enterprise retains its independent position. If the enterprise to be assigned or its part loses its independent position, a shop steward is entitled to retroactive protection as of the date of termination of office owing to the assignment of the enterprise.

When assessing the grounds for the termination of a shop steward's employment contract, the shop steward shall not be placed in an unfavourable position in comparison to other employees.

The provisions under the present section regarding the redundancy or termination of the employment contract of an employee who has served as a shop steward shall also be complied with after his or her term as a shop steward has ended as follows:

<i>Application period</i>	<i>Number of employees represented by the shop steward</i>
4 months	no more than 20
6 months	at least 21

If the employment contract of a shop steward has been terminated contrary to this agreement, the matter shall be addressed in accordance with the Employment Contracts Act (55/2001).

### **Section 5 Duties of a shop steward**

1. The main duty of the shop steward is to represent the local union branch in matters related to the application of the collective agreement.
2. The shop steward represents the local union branch in matters related to the application of employment legislation and the general relations between the employer and employees and the development of the company. The shop steward's duties also include maintaining and developing the negotiating and collaborative activities between the company and the employees.
3. In the event of unclarity or disagreement concerning the employees' salaries or the legal provisions and agreements applicable to the employment contract, the shop steward must be given access to all the information concerning the employee represented relevant to the case.

### **Section 6 Information submitted to a shop steward**

The shop steward is entitled to receive upon request the following information about the employees he or she represents in writing or in another manner agreed upon:

1. An employee's last name and first names.
2. Date of recruitment for new employees.
3. Agreed duration of employment for fixed-term employment contracts.
4. Information on dismissed or laid off employees.
5. The salary group or similar, in which the employee or the task he or she is performing belongs to.
6. Number of full-time and part-time employees twice a year.

The shop steward is entitled to receive the information referred to in Sections 1–5 after the collective agreement has been signed and the changes arising from the agreement have been implemented in the company regarding employees employed by the company at that time. The shop steward is entitled to receive the information of new employees as provided in Sections 1, 2, 3 and 5 on request at the beginning of an employment contract or at agreed intervals.

The shop steward shall be informed on request of the information that is gathered at the point of recruitment.

The shop steward has the same right of access as a statutory shop steward by law is awarded to the list of emergency out-of-hours and overtime work and the increased wages paid for them.

The shop steward shall keep secret all information he or she receives for the purpose of performing his or her duties as a shop steward.

The shop steward must be notified of the hiring of a new employee. As part of the orientation, the new employee is given guidance jointly by the employer's representative, shop steward and occupational safety representative on the company's cooperation systems, local agreements and possibilities for them in the collective agreement.

## **Section 7 Performance of shop steward duties (2023–2025)**

1. For the purpose of performing the shop steward's duties, the shop steward or, if he or she is prevented from performing his or her duties, the deputy shop steward shall be exempted from their regular duties and paid compensation per calendar month as follows:

<i>Number of regular employees</i>	<i>Time off in hours/month</i>	<i>Compensation euros/month</i>
5–20	4	42
21–50	6	55
51 or more	10	90

The date for the holiday is agreed locally. The time spent on performing the shop steward's duties is considered working time.

2. If the shop steward is regularly exempted from his or her other duties for a specific period, he or she shall carry out the shop steward's duties during these periods. For the purpose of addressing urgent matters, however, the management shall exempt the shop steward from his or her normal duties at other times suitable from the perspective of the normal duties.

## **Section 8 Compensation for loss of earnings**

1. The employer shall compensate the shop steward for the loss of earnings for attending either local negotiations with the representatives of employer or for otherwise performing duties agreed on with the employer.

2. If the shop steward is performing duties agreed on with the employer outside the regular working hours, the shop steward shall be paid compensation for overtime for this period unless other compensation is agreed on.

### **Section 9 Training for a shop steward**

The training for a shop steward has been agreed on between MTA and the Industrial Union in the training agreement currently in force.

### **Section 10 Facilities**

The employer shall provide the shop steward with appropriate facilities for the safekeeping of the equipment required for the performance of the duties of the shop steward. If the size of the workplace requires, the employer shall arrange an appropriate space where discussions required in the performance of the duties of the shop steward may be conducted.

The shop steward may use the office and other equipment in regular use at the company, including computer hardware and software commonly used at the company. Practical arrangements are to be agreed locally.

### **Section 11 Negotiated order**

1. In matters regarding his or her salary and other terms of employment, an employee should immediately contact his or her line manager.
2. If the employee is unable to settle the above matter directly with his or her line manager, he or she may take the matter to be addressed in negotiations between the shop steward and the employer representative.
3. If a dispute arising at the workplace cannot be settled locally, the negotiation procedure laid down in the collective agreement shall be complied with.
4. If the dispute concerns the termination of the employment contract of a shop steward as referred to in this agreement, local and negotiations and negotiations between unions must be launched and undertaken immediately after the grounds of the termination have been disputed.

## **Section 12 Duration of the agreement**

This agreement enters into force on 1 February 2023 and is valid indefinitely with a six months' notice.

Helsinki, 14 February 2023

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

## **AGREEMENT ON COOPERATION IN OCCUPATIONAL SAFETY AND HEALTH**

### **Section 1 Purpose and scope of the agreement**

The parties to this agreement have made this agreement as referred to in Section 8(2) of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces for the purpose of promoting occupational safety at workplaces, to create an atmosphere favourable to occupational safety work and to facilitate collaboration between employers and employees on occupational safety.

This agreement shall be applied in all duties in the agricultural, horticultural, fur industry and rural industries referred to in Section 1 of collective agreements between the Federation of Agricultural Employers MTA and the Industrial Union for the aforementioned sectors.

### **Section 2 Branch committee within the agricultural sector**

The Branch Committee within the Agricultural Sector, based in Helsinki, shall serve as the national co-operation body for the occupational safety work in the scope of application referred to in Section 1 above.

#### **1. Assembly and appointment**

The Branch Committee within the Agricultural Sector has eight ordinary members, three of whom represent the employers, three the workers and two the salaried employees. In addition to ordinary members, both parties have one deputy member.

Both parties shall appoint their representatives and jointly invite the salaried employee representatives to the Branch committee within the Agricultural Sector.

The parties are responsible for the costs of the Branch Committee within the Agricultural Sector in proportion to the number of representatives in the committee.

The branch committee elects the chairperson from amongst themselves for a term of one year at a time. The chairperson is elected from the representatives of the employers and employees in alternating years.

## **2. Duties**

The duties of the branch committee within the agricultural sector include the following:

- promoting research into industrial safety in the field
- developing and improving industrial safety in the field
- developing industrial safety co-operation at the workplace
- providing guidance and information for persons involved in industrial safety co-operation
- planning and organising training for persons involved in industrial safety co-operation
- maintain contacts with organisations in the industrial safety sector
- maintaining contacts with institutions and persons working in the field of industrial safety in the agricultural sector
- investigating issues specific to occupational safety in the agricultural sectors, addressing and resolving disputes regarding occupational safety, unless the matter falls under the remit of another organisation
- other duties that the parties jointly submit to the Branch committee within the Agricultural Sector.

## **Section 3 Cooperation bodies**

For the purpose of occupational health and safety cooperation, a production facility or similar unit shall have a an occupational safety manager appointed by the employer, an occupational safety representative representing the workers and salaried employees or, when the two groups have elected their own respective representatives, the occupational safety representatives for these groups as well as two deputy representatives for them and an occupational safety ombudsman.

The election of other cooperative occupational safety bodies and the appropriate form of cooperation shall be agreed on locally, taking into account the nature, size, number of workers and salaried employees at the production facility or other similar unit, the nature of duties and other circumstances. Unless another form of cooperation has been agreed on, an occupational safety committee shall be established for the purpose of occupational safety work.

The occupational safety organisation shall be brought into line with the changed size and structure of a workplace in compliance with the principles of this agreement when the operations of the production facility or the equivalent operative unit substantially contract or expand, or in the event of the assignment of business, merger, incorporation or comparable substantial reorganisation.

## **Section 4 Cooperation activities**

Irrespective of the form of occupational safety cooperation and taking into consideration the size, nature of operations and other circumstances at the production facility or similar operative unit, the occupational safety activities shall include the following:

- compiling an annual plan of action taking into consideration the occupational safety planning at the company and the related proposals
- address the standard and development of working conditions and make development proposals
- assessing the need, execution and follow-up of occupational safety surveys concerning the working conditions
- discussing the arrangements of the health and safety monitoring at the workplace
- assessing the need for an internal occupational safety inspection and related proposals and the follow-up of their implementation
- assessing plans for changes and upgrades that may affect the working conditions at the workplace, issuing statements regarding them and organising the follow-up of their implementation
- discussing and making proposals on training, orientation and onboarding in matters related to occupational safety
- discussing the implementation of occupational health care and making proposals for its development
- address the organisation of communication about industrial safety at the workplace
- take care of any other issues relevant to industrial safety.

## **Section 5 Competence improving activities**

Stepping up the activities to maintain employees' capacity for work requires collaboration between the occupational health care, occupational safety organisation, line management and human resources administration. The principles of the activities to maintain capacity for work are presented in the action plan of the occupational health care. This will secure the timely commencement and efficient implementation of the activities. For the purpose of exercising the collaboration required by this agreement, the parties shall:

- jointly with the occupational health care providers, line management and human resources administration participate in the planning, implementation and follow-up of the activities to maintain capacity for work
- promote an atmosphere favourable to the activities
- monitor employee's ability to cope at work
- if necessary, issue guidelines directing those who require activities to maintain capacity for work to the care of the appropriate specialists.



The duties of the industrial safety manager and delegate are to:

- participate in the planning of the of activities maintaining capacity for work in conjunction with the compilation of the occupational health care action plan and individual action plans as well as to participate in the implementation and follow-up of these plans.

## **Section 6 Occupational safety manager**

The occupational safety manager shall have sufficient knowledge about the occupational safety issues at the workplace taking into consideration the nature of operations and size of the production facility or similar operative unit. The occupational safety manager shall have the necessary operational setting to perform the necessary duties.

In addition to the other occupational safety cooperation duties, the occupational safety manager's duty is to:

- familiarise him or herself in the regulations, provisions and guidelines regarding industrial safety
- organise, maintain and develop industrial safety co-operation
- familiarise him or herself with the plans and conditions relevant to health and safety at the workplace, follow up on their development and, when necessary, take measures to remedy a fault or deficiency observed
- obtain the necessary industrial safety information and materials
- when necessary, put forward initiatives to organise international inspection measures
- establish the necessary contacts between employees, line organisation and occupational health care.

## **Section 7 Occupational safety representative**

The term of office for the occupational safety representative is four (4) years.

The occupational safety representative shall be elected for a workplace with a minimum of 10 employees, If the number of employees is 10–20, the occupational safety representative and the occupational safety manager shall jointly service as the local co-operative body at the workplace. Unless otherwise has been locally agreed, the election of the occupational safety representative and deputy occupational safety representative shall be carried out in compliance with the guidelines issued by the Branch committee within the Agricultural Sector.

The duties of the occupational safety representative are defined based on the Act and Decree on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces. In addition, the

occupational safety representative shall carry out all other duties that fall under his or her remit based on legislation and agreements.

The occupational safety representative's opportunities to develop and advance in their occupation may not be hindered because of his or her position as the occupational safety representative. The salary development of the occupational safety representative must correspond to the general salary development within the company. If the actual work of the employee elected as an occupational safety representative makes it difficult to perform the duties of the position of trust, where possible, the employee must be offered other work of equal value and corresponding to his or her professional skill. Changes in work duties may not result in a reduction in pay.

### **Section 8 Performance of the duties of the occupational safety representative (2023–2025)**

1. The employer shall release the occupational safety representative from his or her regular work for carrying out the duties for the reasonable period of time he or she needs to carry out the duties of an occupational safety representative.
2. The free time the occupational safety representative is entitled to and the compensation to be paid each calendar month:

<i>Number of employees at the workplace</i>	<i>Time off in hours/month</i>	<i>Compensation euros/month</i>
10–20	4	42
21–50	6	55
51 or more	10	90

3. The number of employees at the workplace determining the free time that the occupational safety representative is entitled to is established by the occupational safety committee for each quarter based on information and calculations separately available. The figure is established in the meeting held in the second month of each quarter. Before the figure is established for each quarter, the possible deviations in the free time the occupational safety representative is entitled to is averaged out during the latter part of each quarter.
4. The timing of the release from duties shall be agreed on with the supervisors of the person in question unless the release is necessary because of an exceptional incident at the workplace, such as an industrial accident. When granting the release, attention shall be paid to the factors related to the work arrangements.
5. The occupational safety representative shall keep records of his or her duties, reporting the date, nature of duties and time spent on carrying out the duties.

The nature of the tasks and measures taken may be specified by descriptions defined in this agreement and the Act on Occupational Safety Enforcement and Cooperation on Occupational Safety at Workplaces. The content of the records shall be presented to the occupational safety committee on the request of the committee or one of its members. With regard to confidentiality, the provisions of the Act and Decree on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces.

## **Section 9 Facilities**

The employer shall provide the shop steward with appropriate facilities for the safekeeping of the equipment required for the performance of the duties of the shop steward. If the size of the workplace requires, the employer shall arrange an appropriate space where discussions required in the performance of the duties of the shop steward may be conducted.

For the purpose of carrying out his or her duties, the occupational safety representative has the right to use the regular office and other equipment of the company. Practical arrangements are to be agreed locally.

## **Section 10 Security of employment of an occupational safety representative**

In the event of redundancies or temporary lay-offs for financial and production-related reasons, these measures may not be targeted at the occupational safety representative unless the operations of the production facility are fully terminated. If it is mutually agreed that the occupational safety representative cannot be offered duties corresponding to his or her professional skills or duties that would be otherwise suitable, this rule may be deviated from.

The employer is entitled to terminate the employment contract of an occupational safety representative on the basis of grounds related to the employee's person only if the majority of the employees whom the occupational safety representative or the elected representative represents agree, as required under Chapter 7, Section 10(1) of the Employment Contracts Act.

The employment contract of the shop steward shall not be terminated contrary to the

provisions under Chapter 8, Section 1(1). Terminating the employment contract of an occupational safety representative on the grounds breach of regulations unless he or she has at the same time repeatedly, essentially and regardless of a warning, neglected the obligations laid down in the Employment Contracts Act Chapter 8, Section 1(1).

The position of the occupational safety representative continues regardless of the assignment of the enterprise provided that the enterprise or the part of the enterprise retains its independent position. If the enterprise to be assigned or its part loses its independent position, an occupational safety representative is

entitled to retroactive protection as of the date of termination of office owing to the assignment of the enterprise.

When assessing the grounds for the termination of an occupational safety representative's employment contract, the occupational safety representative shall not be placed in an unfavourable position in comparison to other employees.

The provisions of this section shall also be applied for an occupational safety representative candidate, whose candidacy has been announced to the occupational safety committee or similar co-operation body. However, the protection of candidates extends no further than three weeks before the election and ends with the announcement of the election results, unless the candidate is elected as the occupational safety representative.

The provisions under the present section regarding the redundancy or termination of the employment contract of an employee who has served as an occupational safety representative shall also be complied with after his or her term as an occupational safety representative has ended as follows:

<i>Application period</i>	<i>Number of employees represented by the occupational safety representative</i>
4 months	no more than 20
6 months	at least 21

If the employment contract of an occupational safety representative has been terminated contrary to this agreement, the matter shall be addressed in accordance with the Employment Contracts Act (55/2001).

## **Section 11 Transferring an occupational safety representative**

An occupational safety representative may not be assigned to duties that a lower paid than those which he or she was assigned to at the time of being elected while performing his or her duties as an occupational safety representative or as a result of these duties. Nor may a shop steward be demoted if the employer is able to offer him or her other duties that correspond to his or her professional skills. Owing to his or her duties as an occupational safety representative, he or she may not be dismissed.

## **Section 12 Deputy occupational safety representative**

In the event that the occupational safety representative is prevented from carrying out his or her duties and the duties may not be postponed until a later date, the duties are carried out by a deputy representative. The occupational safety representative shall notify the employer of being prevented from carrying

out the duties and the deputy occupational safety representative taking up the duties.

The deputy occupational safety representative shall be released from his or her regular work for a period that is required to carry out the duties of the occupational safety representative as referred to in Section 1.

In other respects, the deputy occupational safety representative has the same rights and obligations as the occupational safety representative.

### **Section 13 Occupational safety ombudsman**

At a workplace with fewer than 10 employees, it is deemed feasible that the employees appoint an occupational safety ombudsman for the purpose of occupational safety co-operation.

In the election of the occupational safety ombudsman, the above provisions on election of the occupational safety representative may be used.

The duties of the occupational safety ombudsman as referred to here are to:

- participate, as necessary, in occupational safety inspections
- participate in investigations which has been launched on the basis of the nature of an industrial accident or its potential impact on the planning and implementation of occupational safety work
- monitor compliance with occupational safety regulations and report any violations thereof
- notify observed shortcomings to the employer (occupational safety manager) and draw employees' attention to the occupational safety regulations and any risks identified
- familiarise themselves with the industrial safety regulations in the field
- maintain contact with the occupational safety manager (employer) in matters related to occupational safety.

The occupational safety ombudsman may not be made redundant on the grounds of performing the duties of the occupational safety ombudsman.

To the extent that the duties under this agreement require, the occupational safety ombudsman has the right to be released from his or her duties subject to agreement with the management.

### **Section 14 Duties outside working hours**

The occupational safety representative, occupational safety ombudsman and the occupational safety committee or a member of some other similar cooperative body shall agree, in advance if possible, with the employer on duties to be

carried out outside the working hours, unless this duty arises from an order given by an occupational safety authority or an accident that has occurred.

### **Section 15 Compensation for loss of earnings**

The employer shall compensate the occupational safety representative, occupational safety ombudsman and members of the occupational safety committee or similar co-operation body and its secretary for the loss of earnings resulting from carrying out the related duties during working hours. In addition, the secretary shall be paid compensation for carrying out the secretarial duties as agreed locally.

If the occupational safety representative is released from his or her duties for fixed periods on a regular basis, the employer shall compensate the representative for the loss earnings for these periods. The employer shall also compensate the occupational safety representative for loss of earnings arising from a temporary release from duties.

If the person referred to in paragraph 1 is performing duties agreed on with the employer outside the regular working hours, he or she shall be paid compensation for overtime for this period unless other compensation is agreed on.

### **Section 16 Codes of Statutes**

The employer shall obtain the necessary laws, decrees and other occupational safety regulations for the use of the occupational safety representative, occupational safety ombudsman and other occupational safety co-operation bodies in their duties.

### **Section 17 Settlement of disputes**

If a dispute arising at the workplace on the interpretation of this agreement cannot be settled locally, the negotiation procedure laid down in the collective agreement shall be complied with.

## **Section 18 Duration and termination of the agreement**

This agreement enters into force on 1 February 2023 and is valid indefinitely with a six months' notice.

Helsinki, 14 February 2023

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION

## **PRINCIPLES FOR THE USE OF WORKFORCE WITHIN THE INDUSTRIES**

The parties to this agreement consider it important to secure the availability of adequate and professionally competent workforce in the sectors subject to this agreement.

In the use of workforce, the parties to this agreement encourage employers to conduct themselves in the spirit of “fair play”. This means that the provisions of, for example, the provisions to the collective agreement shall be complied with in all employment contracts in the sector. Furthermore, the development of the working environment, the nature of work and working arrangements while taking into consideration the needs of both the employers and the employees will enhance the employment and availability of workforce in the sectors subject to this agreement.

The employment contracts made in the sector shall be in force until further notice, unless there are reasonable grounds to enter into a temporary contract. Acceptable grounds for a temporary contract typically include substituting for another employee, project-based work or seasonal work.

The basic principle to be observed by the employer in the employment of workforce is to enter into an employment contract with each employee. The employers shall consider separately under which circumstance (e.g. peak periods or special professional requirements) the use of agency workers is justified.

When using agency workers, the company shall ensure compliance with obligations towards the agency worker, employment authorities and the agency supplying the worker as provided in the Act on the Contractor’s Obligations and Liability when Work is Contracted Out. The employer shall on request notify a shop steward of the occupational safety representative of the number of agency workers employed, the duration of the contract and the collective agreement to be complied with.

Combatting the “grey economy” is the shared goal of the entrepreneurs and employees working in the landscaping sector.

FEDERATION OF AGRICULTURAL EMPLOYERS MTA

INDUSTRIAL UNION



# INSTRUCTIONS FOR CONCLUDING A LOCAL AGREEMENT ON ADDITIONAL WORK

## Collective Agreement for the Landscaping Sector, Section 19

At the workplace, it is possible to agree locally an optional 172 hours of additional work without overtime increments. A prerequisite for the agreement is that a shop steward has been elected for the workplace and that the agreement on additional work is made in writing between the shop steward and the employer. If there is no shop steward, the introduction of a local agreement requires that the Industrial Union and the Federation of Agricultural Employers MTA have approved the content and implementation of the local agreement. In the case of part-time employees, hours can be agreed in proportion to working hours.

### Additional work as flexible working hours

*Additional work under the Working Hours Act* refers to hours exceeding the hours agreed with the employee in the employment contract up to the regular working time of 40 hours.

*Additional work permitted by the collective agreement* mentioned above, on the other hand, means that a local agreement can be concluded at the workplace on 172 optional hours of additional work exceeding the regular working time of 40 hours without overtime increments.

Additional work permitted by the collective agreement is intended to be used only in unexpected and exceptional situations required by weather or production needs or at the request of the employee.

Additional work permitted by the collective agreement cannot be scheduled in advance in work rosters.

In all cases, additional work may only be performed with the consent of the employee. The employee can consent to additional work permitted by the collective agreement separately on each *occasion* or notify the employer of the dates and hours during which the employee is available in advance for one week at a time. The consent or advance notice of availability must be verifiable later in writing or electronically even if the additional work permitted by the collective agreement is requested by the employee.

### Boundary conditions

The *maximum annual amount* of additional work permitted by the collective agreement is *172 hours*.

For part-time employees, the maximum amount of additional work permitted by the collective agreement exceeding 40 hours is calculated in proportion to the hours

agreed in the employment contract. If variable working hours are agreed in the employment contract, the maximum amount is calculated in proportion to the average actual working time.

**Example:** The employee's employment contract specifies a 20-hour weekly working time. The employer can offer additional work up normally to up to 40 hours per week. In addition, additional 86 hours per year of additional work permitted by the collective agreement can be agreed without overtime increments.

A workday that is extended by additional work permitted by the collective agreement can be up to 11 hours long.

The *maximum daily amount* of additional work permitted by the collective agreement is *3 hours*.

A work week that is extended by additional work permitted by the collective agreement can be up to 66 hours long.

The *maximum weekly amount* of additional work permitted by the collective agreement is *26 hours*.

Additional work permitted by the collective agreement can also be offered when the workplace complies with the system of average regular working hours referred to in the collective agreement. However, the maximum length of daily and weekly work in accordance with these instructions must be followed.

**Example:** In accordance with the average regular working hours, the employee is scheduled for five 10-hour days for a total of 50 weekly hours. The employer can offer the employee 16 hours of additional work permitted by the collective agreement, which brings the total weekly hours to 66 hours.

However, the work week after a 66-hour week may not exceed 48 hours, of which 8 hours can be divided either daily by extending the workday or by scheduling the 8 hours on the sixth workday of the week.

Regarding the maximum amount of additional work, it must be noted that the maximum working time of an employee may not exceed an average of 48 hours per week over a period of six months. Maximum working time includes all possible hours worked, including the additional work referred to here.

Agreements on additional work cannot deviate from the mandatory provisions of the Working Hours Act. The employer must ensure that daily and weekly rest is provided in accordance with the Working Hours Act.

The employer must also take into account the workload caused to the employee by long workdays and periods and the occupational safety and health risks that this entails.

## Possible ways of implementing additional hours

A local agreement on additional work may specify that additional work permitted by the collective agreement may be carried out at the workplace, if necessary

- on Saturdays after regular weekly working hours
- after regular daily working hours for a period of no more than 3 hours

The local agreement on additional work cannot be used to agree that additional hours permitted by the collective agreement are entered in the working time bank of the workplace.

## Concluding a local agreement

The agreement on additional work permitted by the collective agreement must be made in writing.

The agreement is drawn up for one year or a shorter work season at a time.

The agreement must contain a detailed description of how the collective agreement's provision on permitted additional work is applied at the workplace. The employer must ensure that the agreement is known to each employee in a language that the employee understands.

The local agreement on additional work is made between the shop steward and the employer. If there is no shop steward, a prerequisite is that the content and implementation of the local agreement between the employer and the employees has been approved by the Industrial Union and the Federation of Agricultural Employers.

Agreements made in other ways at workplaces on additional work permitted by the collective agreement are invalid.

A local agreement on additional work permitted by the collective agreement can only be made by companies that are members of the Federation of Agricultural Employers.

## Other things to note

If additional work permitted by the collective agreement is performed at a time during which the employer is obligated to pay other supplements in accordance with the Working Hours Act or the collective agreement, such other supplements will be paid even if overtime increments are not paid based on the local agreement.

**Example:** If additional work permitted by the collective agreement is performed on a midweek holidays, the employee is paid the same compensation as for Sunday work, even if no overtime increments are paid.

**FEDERATION OF AGRICULTURAL EMPLOYERS MTA**

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