

FEDERATION OF AGRICULTURAL EMPLOYERS MTA  
INDUSTRIAL UNION

## **PROTOCOL OF SIGNATURE**

### **NEW 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<br>of Agricultural Employers MTA | Negotiators of the<br>Industrial Union |
|          | Aarni Alanne   | Jukka-Pekka Hiltunen                   |
|          | Pasi Hakkarainen   | Pekka Jurmu                            |
|          | Timo Heikkilä  | Jussi Nyman                            |
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|          | Mikko Jaakkola   | Jenniveera Tabell                      |
|          | Mikael Jensen  | Riikka Vasama                          |
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|          | Tomi Tahvonen  |  |
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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<br>€/h        | Standard pay<br>incl. proficiency<br>bonus<br>(5%) €/h | Standard pay<br>€/h | Standard pay<br>incl. proficiency<br>bonus | Standard pay<br>€/h | Standard pay<br>incl. proficiency<br>bonus<br>(5%) €/h |
| 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<br>€/h        | Standard pay<br>incl. proficiency<br>bonus<br>(5%) €/h | Standard pay<br>€/h | Standard pay<br>incl. proficiency<br>bonus | Standard pay<br>€/h | Standard pay<br>incl. proficiency<br>bonus<br>(5%) €/h |
| 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 March 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

3.3.4 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

### 3.3.5 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

Paragraph 1

*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

#### Paragraph 1

*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.*

#### Paragraph 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.*

### 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</i> | <i>Extension outside the holiday period</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 Rural Employers' Association 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

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