



# SUPPLEMENTARY AGREEMENTS

to the collective agreements between  
the Finnish Hospitality Association MaRa  
and Service Union United PAM

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# UNION REPRESENTATIVE AGREEMENT

## Section 1 Scope

This agreement applies to companies covered by the collective agreements between the Finnish Hospitality Association MaRa and Service Union United PAM.

## Section 2 Union representative

Union representative means a chief union representative, regional chief union representative or workplace union representative elected by a union branch, and possibly a supervisors' union representative.

A union representative must be an employee of the company concerned who is covered by the collective agreement in Section 1 and is a member of Service Union United.

In this agreement, a branch means a department that is a registered sub-association of Service Union United and operates within a company.

The union representative agreement applies to union representatives elected in the order in Section 4 during the period of their union representative duties and after the union branch has notified the employer.

A union representative's employment relationship with the employer is the same as for other employees in the company. A union representative is personally required to comply with general terms of employment, working hours, management instructions and other rules and regulations.

## Section 3 Union representative organisation

If a company has only one location, a chief union representative is elected for the company.

If a company has multiple locations that form a clear geographical and functional unit, a chief union representative is elected for the company.

If a company has multiple locations that do not form a clear geographical and functional unit, the company is divided into appropriate units, for which regional chief union representatives are elected. The division of the company into geographical and functional units is agreed locally. If agreement cannot be reached, MaRa and PAM resolve the dispute.

Additionally, union representatives can be elected for locations with at least 20 employees, if a chief union representative has been elected for the company. Supervisors at the workplace are not included when calculating the number of employees. However, the employer and the chief union representative (or regional chief union representative) can agree in writing that the number of employees required to elect a union representative for a single workplace can be lower or higher than stated here. The chief union representative or regional chief union representative may not be a workplace union representative at the same time.

An agreement for a union representative organisation, made as described above, may be made either for a fixed term or until further notice, in which case either party can terminate the agreement by giving three (3) months' notice. However, the agreement in effect at the end of the notice period remains in effect until the end of the current term.

Supervisors covered by the collective agreement for supervisors may elect a union representative from among themselves to represent the company's supervisors. A supervisors' representative has the same rights and obligations as a chief union representative with respect to the supervisors they represent. If the supervisors have not elected a union representative for themselves, they are represented by the employees' union representatives.

A chief union representative represents the entire company's workforce; a regional chief union representative represents the workforce of the regional and operational unit they represent; and a union representative for a specific location represents the workforce at that location. A supervisors' union representative represents the company's supervisors..

A deputy chief union representative may be elected for a chief union representative, regional chief union representative or supervisors' union representative.

A deputy chief union representative is notified to the employer in the same way as for a chief union representative.

The chief union representative or the union branch notifies the employer when the deputy chief union representative is acting as the chief union representative's substitute. There is no substitution if a chief union representative is unable to perform their duties for a short period only.

The deputy chief union representative holds the position of union representative, with the rights and obligations in the union representative agreement, for the period when they act as the chief union representative's substitute, as notified to the employer.

The chief union representative's allowance is paid to the deputy chief union representative for the period when they act as chief union representative. The amount paid to the deputy chief union representative is deducted from the chief union representative's allowance.

MaRa and PAM may, together with the local parties, appoint a group union representative.

## Section 4 Election of union representative

The union representative is elected by union branch members at the company. Union branches have the right to hold an election for a union representative at the workplace.

The employer gives the persons nominated by the branch the opportunity to conduct the election.

It must be possible for all branch members at the company to participate in the election, regardless of whether they work at different locations, on different shifts, or are, for example, on a day off.

However, the organisation and conduct of an election must not interfere with work. The employer must be notified of an election at the workplace no later than 14 days before the election is held.

All branch members employed by the company who work in the relevant collective bargaining sector are eligible to vote in an election for a chief union representative.

Branch members employed by the company in the relevant collective bargaining sector and who work within the area of responsibility of the union representative to be elected can participate in the election of a regional chief union representative or workplace union representative.

All branch members at a company who are covered by the collective agreement for supervisors are eligible to vote in the election of a supervisors' union representative.

The union branch or Service Union United must notify the employer in writing of the election of a union representative, as well as of a union representative's resignation or dismissal. Only after such written notification does the person elected as union representative have the status in the agreement.

A union representative must also notify the employer if they continue in the role without an election. This notification must be made no later than one year after the end of the term of office notified by the union.

Only a person in an employee position may be elected as an employees' union representative. Supervisors covered by the collective agreement for supervisors may only elect a person in a supervisory position as their union representative.

## Section 5 Duties of the union representative

The union representative acts as the representative of the union branch in the application of the collective agreement and labour laws, as well as in general issues related to employer-employee relations and the company's development.

The union representative acts as the employees' representative in local agreements when required by the collective agreement or legislation. An agreement made by a union representative with their authority is also binding on the employees they represent.

The union representative is also responsible for helping to maintain and develop consultation and cooperation between the company and its employees, as well as for maintaining industrial peace.

The union representative ensures that employees do not take industrial action against the collective agreement or otherwise violate it, and that they comply with the rules in the collective agreement.

The union representative has the right to offer employees membership of the union branch and the union.

The union representative should be able to perform their duties in a way that does not interfere with work.

## Section 6 Information to be given to the union representative

If there is uncertainty or a dispute about an employee's pay or other employment-related matters, the union representative must get all the necessary and detailed information to sort the matter out.

For new employees, and no later than one month after employment starts, the employer must tell the chief union representative or regional chief union representative the employee's first and last names, place of work and type of employment (full-time, part-time, fixed-term), and the start date of employment.

An employer covered by the Act on Co-operation within Undertakings must also comply with the Act regarding the notification procedure for using external labour.

In addition, the chief union representative, regional chief union representative or supervisors' union representative is entitled to get, in writing or as agreed, the following information on the company's employees:

### a. information to be given annually:

- surnames and first names
- employees' wage group or equivalent category

### b. information to be given every six months:

- number of full-time and part-time employees in the company
- information on fixed-term employees and the agreed duration of their employment
- number of on-call or other temporary staff who were employed in the six-month period
- employees dismissed or laid off

### c. information to be given every quarter:

- surnames and first names of new employees and
- start date and wage group.

Regional chief union representatives get the information in this section for their operating region.

The chief union representative or regional chief union representative can ask for a report of the type of information collected during the hiring process.

The chief union representative or regional chief union representative has the right to review lists of emergency and overtime work and the increased pay paid for this work.

The above rules do not limit a union representative's right to get information defined by law.

The above rules also apply to supervisors' union representatives.

The union representative must treat the above information as confidential.

## Section 7 Time off work

To be able to do their job as union representatives, the chief union representative, regional chief union representative or supervisors' union representative get regular time off work in line with the relevant collective agreement, based on how many employees they represent. The number of employees represented by a supervisors' union representative is not included in the time off for other union representatives.

The number of employees includes all employees, both union members and non-members. Fixed-term employees are not included if they are substituting a permanent employee.

If the number of employees in the company fluctuates because the company's operations are seasonal, it can be agreed locally to calculate the number of employees based on the annual average. Local agreements must be in line with the relevant collective agreement.

Time off is for union representative duties only.

The employer and the union representative can agree to combine the time off of several three-week periods into a single, longer period of time off.

The timing of time off must be agreed with the employer or the employer's representative.

If, for example, recurring cooperation negotiations take up so much of a union representative's time off that they do not have enough time to perform their other union representative duties, sufficient extra time off must be agreed locally. Extra time off can be agreed as a fixed amount or on a case-by-case basis.

If the number of employees at the workplace changes and the union representative's time off no longer matches the new situation, and the change is not temporary, the time off must be changed to reflect the new number of employees.

In a workplace covering a wide geographical area, the employer must also agree with the chief union representative, regional chief union representative or supervisors' union representative on the time off for travel between work sites, which does not reduce the total time off.

An employer and a chief union representative (or regional chief union representative) can agree to transfer part of the time off to other union representatives.

If a chief union representative (or regional chief union representative) or supervisors' union representative also serves as an occupational health and safety representative, he or she is also entitled to the time off agreed for occupational health and safety representatives.

## Section 8 Compensation for loss of earnings and travel expenses

The employer compensates the union representative for loss of earnings when doing union representative duties during regular working hours. The compensation paid to the union representative for loss of earnings is their regular wages, including any bonuses for working conditions and shift work.

The union representative's earnings must not be reduced because they are fully or partially off work due to union representative duties. Bonuses for working conditions and shift work are calculated as the average for the six months before the start date of their appointment.

The chief union representative, regional chief union representative or supervisors' union representative is paid compensation for duties performed outside working hours on a monthly basis, in line with the relevant collective agreement, based on the number of employees the union representative represents. The number of employees represented by a supervisors' union representative is not included in the compensation for other union representatives.

The number of employees includes all employees, both union members and non-members. Fixed-term employees are not included if they are substituting a permanent employee.

If the number of employees in the company fluctuates because the company's operations are seasonal, it can be agreed locally to calculate the number of employees based on the annual average. Local agreements must be in line with the relevant collective agreement.

If the number of employees at the workplace changes and the union representative's compensation for duties performed outside working hours no longer matches the new situation, and the change is not temporary, the compensation is changed to reflect the new number of employees.

In addition to this compensation, the chief union representative is not paid any other compensation, even if based on other legislation, for union representative duties outside regular working hours.

The employer and the chief union representative (or regional chief union representative) can agree that part of the compensation is transferred to other union representatives.

If the chief union representative (or regional chief union representative) or the supervisors' union representative is also an occupational health and safety representative, they are also entitled to get the compensation agreed for occupational health and safety representatives.

If a workplace union representative does duties agreed with the employer outside their regular working hours, they are paid overtime pay or other compensation agreed separately for the time spent on this.

The parties recommend that the earnings development of a union representative who is fully released from work should follow the general earnings development in the sector.

A union representative's travel expenses are reimbursed either:

- in accordance with the Tax Administration's decision, or
- in accordance with the company's travel policy or any agreement on the reimbursement of travel expenses for a company union representative.

If the employer agrees to the union representative using their own car for travel, the employer pays the union representative a kilometre allowance as above.

If the union representative has agreed with the employer to stay overnight in another place, the employer reimburses the costs of the agreed accommodation.

## Section 9 Equipment and facilities

The union representative is given enough storage space for the documents they need, taking into account the workplace conditions, and, if necessary, the right to use appropriate office space and standard office equipment.

Standard office equipment includes IT equipment and software commonly used in the company, such as email and a mobile phone for work use. In deciding on this, things like the company's size, the union representative's duties and how much time is needed can be taken into account. The practical arrangements are agreed locally.

The employer and the union representative agree on an arrangement that is acceptable to both of them, taking into account the company's size, the information and communication systems generally in use at the company, and other workplace conditions, so that the union representative can regularly inform the company's employees about relevant matters.

## Section 10 Right to meet

In a company where regional chief union representatives represent geographical areas, they must be able to meet to discuss matters of common interest. The frequency of meetings and practical arrangements are agreed with the employer on a company-by-company basis. The employer reimburses expenses and loss of income due to these meetings.

## Section 11 Union representative training

The union representative has the right to participate in training in accordance with the training agreement between MaRa and PAM.

The employer and the union representative must decide, during the period of the representative's appointment, whether the representative needs professional training that is also offered to other employees to maintain professional skills for their previous job or a similar job.

## Section 12 Employment security

An employee who is a union representative may not, while performing this duty or as a result of it, be transferred to a job with lower pay than the job they had when elected as union representative, and their employment may not be terminated because of the union representative role.

Problems may arise between a union representative and an employer for various reasons; if these problems get worse, they could lead to the employer considering terminating the union representative's employment. Once MaRa and PAM have been informed of this, they must immediately start negotiations to find out the causes, circumstances and facts that led to the situation. The aim of the negotiations is to reach a joint position on conditions for restoring the mutual trust between the union representative and the employer that is the basis of the employment relationship. The above also applies to deputy union representatives.

Under Section 10 of Chapter 7 of the Employment Contracts Act (55/01), a union representative may not be dismissed for personal reasons without the consent of the employees they represent. For financial or production-related reasons, a union representative may be dismissed or laid off only if the union representative's work ends completely, and the employer cannot find a suitable job that corresponds to their professional skills, or train them for other work as described the Employment Contracts Act.

A workplace union representative is entitled to the above protection against dismissal and layoff as long as there are other employees at that workplace and work can be arranged for the union representative at that workplace as described above. The special protection for a supervisors' union representative ends if the company no longer employs any other supervisors.

A union representative's employment contract may not be terminated or treated as terminated contrary to Sections 8:1-3 of the Employment Contracts Act.

A candidate for chief union representative, regional chief union representative or supervisors' union representative whose nomination has been notified to the employer in writing is entitled to the above protection against dismissal and layoff for union representatives. Candidate protection begins no earlier than three months before the start of the term of office and ends, for those not elected, when the election organiser confirms the election results.

If an employer transfers its business or part of it, the union representative's position continues unchanged despite the transfer, if the transferred business or part of it remains independent.

If the transferred business or part of it loses its independence and the new owner has a union representative organisation, the union representative duties in the transferred business or part of it end with the transfer. If the new owner does not have a union representative organisation, the union representative position continues for the personnel transferred at the time of the transfer.

Under Section 10 of Chapter 7 of the Employment Contracts Act, a chief union representative, regional chief union representative or supervisors' union representative is entitled to protection against dismissal for a period of six (6) months after their union representative duties end.

Under Section 2 of Chapter 12 of the Employment Contracts Act, a union representative whose employment contract has been terminated contrary to the grounds in the Act is to be paid compensation of no less than 10 and no more than 30 months' pay. The compensation is determined on the same basis as in Section 12(2) of the Employment Contracts Act, and the employee's position as a union representative must also be taken into account. In individual cases, the unions may agree on compensation of less than 10 months' pay.

## Section 12 a Annual review

The parties recommend that workplaces hold an annual discussion with employee representatives on the objectives set for the workplace negotiation system and the system's effectiveness. The parties to the discussion are the union representative(s) and the employer's representative. The purpose of the discussion is to identify any areas where cooperation could be improved. At the same time, the need for training related to the union representative's duties, and the schedule and objectives for this, are reviewed.

## Section 13 Negotiation procedure

If an employee has not been able to resolve an issue regarding their pay or other terms of employment directly with the employer, the matter can be discussed between the union representative and management.

If the matter cannot be resolved in this way, the union representative can refer it to the chief union representative (or the regional chief union representative).

If a supervisor has not been able to resolve an issue regarding their pay or other employment terms directly with the employer, the matter can be discussed between the supervisors' union representative and management.

If the dispute cannot be resolved locally, the negotiation procedure in the relevant collective agreement is followed.

## Section 14 Validity of the agreement

This agreement comes into effect on 1.1.2021, and remains in effect until further notice. The agreement can be terminated with six months' notice.

Finnish Hospitality Association MaRa  
Service Union United PAM

# AGREEMENT ON COOPERATION IN OCCUPATIONAL HEALTH AND SAFETY

## Section 1 Purpose and scope of the agreement

The purpose of the agreement is to promote the implementation of occupational health and safety legislation in the workplace. The goal of occupational health and safety and related cooperation is to improve safety, health and mental well-being in work and working conditions.

This agreement applies to companies covered by the collective agreements between the Finnish Hospitality Association MaRa and Service Union United PAM.

In addition to this agreement, the rules in the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006), the Occupational Safety And Health Act (738/2002), and the Occupational Health Care Act must be observed.

## Section 2 Occupational health and safety officer

The employer must appoint an occupational health and safety officer, unless the employer is also that person. If the company has multiple locations, a single occupational health and safety officer can be appointed for all of them.

The occupational health and safety officer must have sufficient knowledge of occupational health and safety issues at the workplace, taking into account the nature and scope of the workplace. They must have sufficient information and the necessary resources to perform their duties.

The occupational health and safety officer is responsible for assisting the employer and supervisors in obtaining occupational health and safety expertise and cooperating with employees and the occupational health and safety authorities. The occupational health and safety officer is responsible for taking the necessary measures to organise and maintain cooperation between the employer and employees at the workplace, as well as for developing cooperation in occupational health and safety.

### **Section 3 Occupational health and safety representative, deputy representatives and occupational health and safety ombudsman**

In a company with at least 10 regular employees, the staff must elect an occupational health and safety representative and two deputy representatives from among themselves. In smaller workplaces, the staff also have the right to elect these representatives.

If a company has only one location, one occupational health and safety representative and deputy representatives are elected for the company.

If a company has multiple locations that form a geographically and functionally appropriate unit, a single occupational health and safety representative and deputy representatives are elected for the company.

If a company has multiple locations that do not form a geographically and functionally appropriate unit, the company is divided into appropriate units, for which regional occupational health and safety representatives and deputies are elected. The division of the company into geographically and functionally appropriate units is agreed locally. If agreement cannot be reached, MaRa and PAM resolve the dispute.

An agreement as described above can be made either for a fixed term or until further notice, in which case either party can terminate the agreement by giving three (3) months' notice. However, the organisation in effect at the end of the notice period remains in effect until the end of the current term.

Supervisors can elect their own occupational health and safety representative if more than half of the company's supervisors propose it. Supervisors can elect one occupational health and safety representative and two deputies to represent the company's supervisors. If supervisors have not elected their own occupational health and safety representative, they are represented by the occupational health and safety representative elected by the employees.

If a company has multiple locations, occupational health and safety ombudsmen are also appointed at those locations with at least 10 employees.

## **Section 4 Election of the occupational health and safety representative, deputy representatives and occupational health and safety ombudsman**

If necessary, the employer must provide information at the workplace on the employees' right to elect an occupational health and safety representative. A person in a supervisory position may not be elected as an employees' health and safety representative, with the exception of shift supervisors who have not been appointed by the employer as representatives to perform the employer's obligations under the Occupational Safety and Health Act.

The occupational health and safety representative, deputy representatives and occupational health and safety ombudsmen must be elected by the employees in an election for a term of two calendar years. For a justified reason, the occupational health and safety committee or similar can agree that the term of office is four calendar years.

The time and place of the election must be agreed with the employer in advance. The election must not cause unnecessary disruption to workplace operations. The election must be organised so that all employees to be covered by the occupational health and safety representative, deputy representative or occupational health and safety ombudsman can participate.

Only supervisors can be candidates or vote in the election of a supervisors' occupational health and safety representative and deputy representative. If the supervisors do not elect their own occupational health and safety representative, they can also vote in the election of the employees' occupational health and safety representative.

To carry out the election, the employer must provide the employees with a list of the workplace's employees and, if necessary, the supervisors. The employer may not prevent or hinder the organisation of the election.

The election officials must immediately report the election results in writing to the employer.

If an occupational health and safety representative's employment ends or they resign from their position as occupational health and safety representative during their term of office, they are replaced by the deputy for the rest of the term.

The occupational health and safety representative or the deputy representative tell the employer when the deputy representative is acting as the representative's substitute. Substitution does not take place if the occupational health and safety representative is temporarily unavailable, unless this is necessary for urgent reasons.

The occupational health and safety representative is replaced first by the 1st deputy; if the 1st deputy is also unavailable, the 2nd deputy takes their place.

A deputy representative replacing the occupational health and safety representative holds the position of occupational health and safety representative. The compensation paid to the occupational health and safety representative is paid to the deputy representative for that period. The amount paid to the deputy representative is deducted from the compensation payable to the occupational health and safety representative.

## Section 5 Providing information to the data controller

The employer must report the details of the persons responsible for occupational health and safety cooperation under this agreement to the occupational health and safety personnel register, as described in the Act on the Occupational Safety and Health Personnel Register (1039/2001).

## Section 6 Duties of the occupational health and safety representative and the occupational health and safety ombudsman

The occupational health and safety representative represents employees in workplace health and safety matters, as well as in the matters in Section 26 of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (20.1.2006/44).

These matters, to be addressed in cooperation with the employer, include:

- matters that directly affect employee health and safety, and any changes to them
- assessment of workplace hazards
- development goals and programmes related to activities that maintain work ability
- organisation and assessment of work for safety, health and work ability
- statistical and other monitoring data on occupational health and safety
- monitoring implementation and impact of the above matters.

In addition, it is the duty of the occupational health and safety representative to take the initiative to familiarise themselves with matters affecting health and safety at their workplace, as well as with occupational health and safety regulations, participate in occupational health and safety inspections as necessary, and draw the attention of the employees they represent to matters that promote health and safety at work.

The occupational health and safety representative participates, as necessary, in the preparation of plans to be discussed by the occupational health and safety committee, as well as other matters related to occupational health and safety.

The occupational health and safety representative has the right, under the conditions in law, to suspend work if it poses an immediate and serious danger to an employee's life or health.

The occupational health and safety ombudsman is responsible for the following within their region

- participate in occupational health and safety inspections
- participate in studies conducted due to the risk of an accident or occupational disease, the nature of an accident that has occurred, or its potential impact on the planning and implementation of occupational health and safety measures
- monitor compliance with occupational health and safety regulations and point out any violations
- report any issues they observe first to their supervisor and, if necessary, to the occupational health and safety representative, and remind employees of the need to comply with occupational health and safety regulations and of potential hazards
- make proposals to the occupational health and safety representative on how to improve occupational health and safety in their region and be in contact with the occupational health and safety representative.

## **Section 7 Right of the occupational health and safety representative and the occupational health and safety ombudsman to access information**

Under Section 32 of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (20.1.2006/44), an occupational health and safety representative has the right to inspect documents and lists that the employer is required to maintain in accordance with occupational health and safety rules. He or she has the right to review documents in the employer's possession on occupational health and safety relating to the condition of the work environment and the work community. In addition, they have the right to obtain the information necessary for the performance of their cooperation duties.

The occupational health and safety representative has the right to inspect the occupational healthcare agreement or the employer's description of the occupational healthcare services it provides, as well as the occupational healthcare action plan.

The occupational health and safety representative has the right to receive copies of the above documents as necessary for the performance of their duties.

The occupational health and safety ombudsman must be given the information necessary to perform their duties.

## **Section 8 Occupational health and safety committee**

A company that regularly employs at least 20 workers must set up an occupational health and safety committee for a term of two calendar years at a time. The occupational health and safety committee includes representatives of both the employer and the employees.

A company can set up more than one occupational health and safety committee if this is appropriate, for example to take into account the scope of the company's operations or local conditions.

## Section 9 Composition and election of the occupational health and safety committee

Unless the employer and the occupational health and safety representative(s) agree otherwise on the number of members of the occupational health and safety committee and how the parties are represented, the number of members of the committee is:

<b>Number of employees at the company</b>	<b>Number of members of the occupational health and safety committee</b>
20–150	4
151–500	8
over 500	12

A quarter of the members represent the employer, a quarter supervisors and half employees.

The employer appoints its representative to the occupational health and safety committee. The occupational health and safety manager is a member of the committee.

The occupational health and safety representatives are members of the committee. The other members representing the employees are elected. The elections are run on the same principles as for the occupational health and safety representative.

The chairperson of the occupational health and safety committee is the employer or the employer's representative, or a person elected by the committee from among its members.

## Section 10 Duties of the occupational health and safety committee

The employer's representative prepares the matters to be discussed by the committee.

The occupational health and safety committee must draw up an annual action plan for itself, which also takes into account the employer's proposal for occupational health and safety development goals, including cost estimates. When drawing up the action plan, the workplace's occupational health and safety action programme must also be taken into account.

Matters discussed by the occupational health and safety committee include:

- assessment of workplace hazards and risks
- plans affecting workplace health and safety
- status and level of occupational health and safety at the workplace, including occupational hazards, workplace accidents and any incidents of violence against staff
- health and safety orientation for new employees, and assessing the need for orientation when new technology is introduced or work processes change
- the need for, implementation and follow-up of occupational health and safety studies
- substance abuse rehabilitation together with occupational healthcare staff
- occupational healthcare action plan and reimbursement claims
- scope of occupational healthcare
- proposed measures from workplace surveys
- providing information on occupational health and safety in the workplace
- annual assessment of occupational health and safety training needs and proposal for a training plan and budget.

The occupational health and safety committee works with occupational healthcare personnel and employer representatives to plan, implement and monitor activities aimed at maintaining work ability.

The occupational health and safety committee may also make proposals and take initiatives to improve occupational health and safety activities and occupational healthcare.

The chairperson or deputy chairperson of the occupational health and safety committee arranges meetings as often as needed. The committee must also meet when the occupational health and safety manager or representative, or at least a quarter of the committee members, requests a meeting for a specific reason.

Meetings are held during working hours whenever possible, so that as many people as possible can attend.

The written material to be discussed at meetings is sent to committee members before the meeting, usually together with the meeting notice. Before a matter is discussed at a meeting, members must be given the necessary information. The employer's representative and the occupational health and safety representative must give staff representatives the opportunity, before or during the meeting, to prepare the matters to be discussed among themselves.

## Section 11 Occupational health and safety measures at shared workplaces and workplaces with common hazards

### A Shared workplace

#### 1. Definition of shared workplace

A shared workplace means a workplace where a single employer has primary control and where more than one employer (external employer) operates simultaneously or consecutively in such a way that the work may affect the safety or health of other employees. The employers at a shared workplace must cooperate and communicate to ensure that their activities do not endanger the health and safety of employees. An external employer must inform the principal employer and other employers of any hazards that their work may pose to them.

#### 2. Obligations of an employer exercising primary control at a shared workplace

An employer exercising principal control must ensure

- coordination of the activities of the employers operating at the workplace
- arrangements for transport and movement at the workplace
- order and cleanliness at the workplace
- other general workplace planning
- general health and safety of working conditions and the work environment.

The employer exercising primary control must ensure that the external employer and its employees have received the necessary information and instructions about

- workplace hazards and risk factors related to the job
- guidelines related to workplace and job safety
- fire safety, first aid and evacuation measures at the workplace, and the persons designated for these tasks.

### **3. Parties to cooperation at a shared workplace**

The parties to cooperation at a shared workplace are the employer exercising primary control or the employer's representative, and the occupational health and safety representative employed by the employer exercising primary control (joint occupational health and safety representative).

Other matters in occupational health and safety cooperation are handled between the relevant employer (external employer) and the occupational health and safety representative of that employer.

### **4. Joint occupational health and safety manager**

If the employers have not appointed a joint occupational health and safety manager, the employer exercising primary control at the joint workplace is responsible for the duties of the occupational health and safety manager.

### **5. Rights of the joint occupational health and safety representative at a joint workplace**

The joint occupational health and safety representative has the right to monitor and investigate compliance with the duties of care and information in section 2 above at the joint workplace. The rights to information, access and movement apply to all employers and employees at the joint workplace. The right to suspend work applies only to employees of one's own employer.

If the duties of the joint occupational health and safety representative increase for the reasons above, the impact of this on the representative's time off work and compensation for lost earnings must be agreed locally.

### **6. Rights of an occupational health and safety representative employed by an external employer at a shared workplace**

An occupational health and safety representative employed by an external employer has the right to access the shared workplace under the same conditions as the employees they represent, subject to the workplace's general access and safety regulations.

## **7. Occupational health and safety matters at a shared workplace to be addressed by the occupational health and safety committee**

The occupational health and safety representative of an external employer may participate in the occupational health and safety committee of the employer exercising primary control to discuss matters of common interest.

## **B A workplace with shared hazards**

Employers operating in industrial, commercial or other shared premises (such as a shopping centre) are required to cooperate even if there is no single employer exercising primary control over the premises. If their work or joint activities pose a risk to the employees of other employers, they must, through adequate cooperation, strive to inform one another of the hazards and risk factors they have identified, the measures aimed at eliminating them, and the coordination of their operations. A typical workplace with shared hazards is a shopping centre.

In addressing common hazards in shopping centres, the recommendations of the Finnish Council of Shopping Centers, the Finnish Commerce Federation, the Finnish Hospitality Association (MaRa), and Service Union United (PAM) for organising cooperation in shopping centres and addressing common hazards and risks are followed. In combating common hazards, employers may agree on a joint occupational health and safety manager to oversee cooperation with all occupational health and safety representatives working in the premises.

## **Section 12 Occupational health and safety cooperation in solo work**

Local occupational health and safety representatives must, in accordance with the rules in Section 29 of the Occupational Safety and Health Act, take into account issues related to solo work and make recommendations for resolving any such issues.

## Section 13 Cooperation in occupational healthcare

The employer must organise occupational healthcare in accordance with the rules in the Occupational Health Care Act (1383/2001).

The systematic implementation of occupational healthcare in the workplace and the reimbursement of occupational healthcare costs require the preparation of an annual action plan that addresses issues including the following:

- the method of organising occupational healthcare
- the number and quality of professionals in healthcare and occupational healthcare
- types of operation required by law
- possible medical care
- other optional preventive activities
- involvement of healthcare professionals as experts in occupational health and safety work
- occupational healthcare facilities
- information and guidance activities related to occupational health
- monitoring and rehabilitation arrangements for employees with disabilities
- principles of activities to maintain work ability.

The occupational health and safety committee reviews the occupational healthcare action plan, claims for reimbursement and the scope of occupational healthcare services as described in Section 12 of the Occupational Health Care Act. If no occupational health and safety committee has been elected, the above matters are discussed with the occupational health and safety representative.

Workplace surveys are prepared through cooperation between the employer's representative, occupational health personnel and the occupational health and safety representative. The proposals from the workplace surveys are discussed by the occupational health and safety committee.

## Section 14 Activities to maintain work ability

Work ability maintenance refers to systematic and goal-oriented activities carried out in collaboration with occupational healthcare to promote and support the work ability and functional capacity of employees. These activities focus on work, working conditions and employees.

The occupational health and safety manager, the occupational health and safety representative and the occupational health and safety committee are responsible for participating in the planning of activities to maintain work ability when drafting the occupational health care action plan and individual action plans, as well as for participating in the implementation and monitoring of these plans.

The occupational health and safety committee is responsible for fostering a positive work environment, monitoring employees' ability to cope with their work, and, if necessary, developing guidelines for referring those who need support to maintain their work capacity to specialists.

## Section 15 Time off work

To allow the occupational health and safety representative to perform their duties, the representative must have regular time off work in accordance with the relevant collective agreement, based on the number of persons represented by the representative. The number of persons represented by the supervisors' occupational health and safety representative is not included when calculating time off for the employees' occupational health and safety representative.

Fixed-term employees are not included in the count if they are substituting a permanent employees.

If the number of employees working for the company fluctuates because the company's operations are seasonal, it can be agreed locally to calculate the number of employees based on the annual average. Local agreements comply with the rules in the relevant collective agreement.

If there is a change in the number of employees at the workplace and the time allocated to the occupational health and safety representative no longer corresponds to the new situation, and the change is not temporary, the time allocated is adjusted to reflect the new number of employees.

If the occupational health and safety representative does not use all of their time during a given three-week period, the remaining time does not carry over to the next three-week period. Similarly, if the occupational health and safety representative has to use more time during a given period than the table requires, this excess is not deducted from the time for the following period. However, the employer and the occupational health and safety representative may agree to combine the time off from several three-week periods into a longer period of time off.

This time off is intended for performing an occupational health and safety representative's duties only.

The timing of the time off must be agreed with the employer or the employer's representative, taking into account factors related to the organisation of work. If the occupational health and safety representative has no occupational health and safety duties during this period, they must perform their normal work duties.

In workplaces covering a wide geographical area, the employer and the occupational health and safety representative must also agree on the time off required for travel between different locations, which does not reduce the total time off. The time off required for the occupational health and safety representative's travel is agreed on a case-by-case basis between the employer and the relevant occupational health and safety representative.

The time off is not reduced because the occupational health and safety representative participates in joint occupational health and safety training under the training agreement or in training organised by a trade union.

The occupational health and safety representative is not required to inform the employer in advance of the tasks on which they use their time off work. The occupational health and safety representative must keep a record of their activities, with the start and end times, the type of duties, and the total time spent. This information must be presented to the occupational health and safety committee if requested. If there is no occupational health and safety committee, the information must be presented to the occupational health and safety manager on request.

The occupational health and safety representative must be available at the agreed location at the workplace during their time off work, unless they are conducting an inspection or performing other occupational health and safety duties.

If it turns out that the occupational health and safety representative needs extra time off for exceptional reasons to perform their duties after having already used up all their time off, additional time is granted on a case-by-case basis, and this time may not be deducted from the time off for the following work period.

If the occupational health and safety representative has so much time off that it is no longer practically possible to organise their regular work duties, the employer may organise other work for them related to occupational health and safety without any loss of pay.

The general conditions under which an occupational health and safety representative is granted time off from work to perform their representative duties are agreed locally. If no such agreement can be reached, the occupational health and safety representative may agree with their supervisor on time off work on a case-by-case basis.

The employee representative on the occupational health and safety committee is granted time off from work to perform necessary occupational health and safety duties.

## Section 16 Compensation for loss of earnings and travel expenses

The employer compensates the occupational health and safety representative for loss of earnings while performing their duties during regular working hours. Compensation for lost earnings includes wages and bonuses for working conditions and shift work for the time spent by the occupational health and safety representative on occupational health and safety duties during working hours.

The occupational health and safety representative's earnings must not go down because they are off work due to their duties as a representative. Bonuses for working conditions and shift work are calculated as the average for the six months before their election.

The occupational health and safety representative is paid compensation for duties performed outside working hours on a monthly basis, in accordance with the relevant collective agreement, based on the number of persons represented by the occupational health and safety representative. The number of persons represented by the supervisors' occupational health and safety representative is not included when calculating time off for the employees' occupational health and safety representative.

Fixed-term employees are not included in the count if they are substituting a permanent employees.

If the number of employees working for the company fluctuates because the company's operations are seasonal, it can be agreed locally to calculate the number of employees based on the annual average. Local agreements comply with the rules in the relevant collective agreement.

If there is a change in the number of employees at the workplace and the time allocated to the occupational health and safety representative no longer corresponds to the new situation, and the change is not temporary, the time allocated is adjusted to reflect the new number of employees.

In addition to this compensation, the occupational health and safety representative is not paid any other compensation, even if based on other legislation, for performing the duties of an occupational health and safety representative outside regular working hours.

Occupational health and safety ombudsmen and occupational health and safety committee members are compensated for loss of earnings from doing necessary occupational health and safety duties. Compensation equivalent to regular working hours' pay is paid for necessary occupational health and safety duties performed outside regular working hours.

The secretary of the occupational health and safety committee is paid a separate allowance for meeting time, calculated on the basis of regular working hours, regardless of whether the meeting is held during or outside working hours.

The employer must reimburse members of the occupational health and safety organisation for the direct costs of travel required for occupational health and safety cooperation.

Travel expenses are reimbursed either:

- in accordance with the Tax Administration's decision or
- in accordance with the company's travel policy or any agreement on the reimbursement of travel expenses for a company-specific union representative.

If the representative's own car is used for travel with the employer's consent, the employer pays a kilometre allowance in accordance with the above.

If an overnight stay in another place has been agreed with the employer, the employer reimburses the costs of the agreed accommodation.

## Section 17 Equipment and facilities

The employer gives the occupational health and safety representative the laws, regulations and other occupational health and safety rules and guidelines necessary for performing this duty.

The occupational health and safety representative is given sufficient storage space for the documents they need, taking into account the workplace conditions, and, if necessary, the right to use appropriate office space and standard office equipment available to the employer.

Standard office equipment includes IT equipment and software commonly used in the company, such as email and a mobile phone for work use. In deciding on this, things like the size of the company, the extent and requirements of the union representative's duties and how much time is needed are taken into account. The practical arrangements are agreed locally.

The employer and the union representative agree on an arrangement that is acceptable to both of them, taking into account the company's size, the information and communication systems generally in use at the company, and other workplace conditions so that the union representative can regularly inform the company's employees about relevant matters.

## Section 18 Right to meet

In a company where the union representative organisation is structured so that regional chief union representatives represent geographical areas, they must be able to meet to discuss matters of common interest. The frequency of meetings and practical arrangements are agreed with the employer on a company-by-company basis. The employer reimburses expenses and loss of earnings due to these meetings.

## Section 19 Training for occupational health and safety representatives

An occupational health and safety representative who is a member of Service Union United has the right to participate in training in accordance with the training agreement between MaRa and PAM.

The employer, the occupational health and safety representative and the deputy representative must discuss training needs and arrangements within two months of the appointment.

The employer and the occupational health and safety representative must decide, during the period of the representative's appointment, whether the representative needs professional training that is also offered to other employees to maintain the professional skills for their previous job or a similar job.

## Section 19 a Annual review

The parties recommend that workplaces hold an annual discussion with employee representatives to address the objectives set for the workplace negotiation system and the system's effectiveness. The parties to the discussion are the occupational health and safety representative(s) and the employer's representative. The purpose of the discussion is to identify any areas where cooperation could be improved. At the same time, the need for training related to the occupational health and safety representative's duties, and the schedule and objectives for this, are reviewed.

## Section 20 Employment security

An employee serving as an occupational health and safety representative or occupational health and safety ombudsman may not, while doing this duty or because of it, be transferred to a position with lower pay than the one they had when elected, and their employment may not be terminated because of the union representative role.

If the occupational health and safety representative's regular work makes it difficult for them to perform their duties, alternative work may be arranged for them. This must not result in a reduction in the representative's earnings.

There may be problems between an occupational health and safety representative and an employer for various reasons; if these problems get worse, the employer could consider terminating the occupational health and safety representative's employment. Once MaRa and PAM have been informed of this, they must immediately start negotiations to find out the causes, circumstances and facts that led to the situation. The aim of the negotiations is to reach a joint position on conditions for restoring the mutual trust between the occupational health and safety representative and the employer that is the basis of the employment relationship. This also applies to deputy representatives.

Under Section 37 of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006), an occupational health and safety representative may not be dismissed for personal reasons without the consent of the employees they represent. For economic or production-related reasons, an occupational health and safety representative may be dismissed or laid off only if the representative's work ends completely, and the employer cannot arrange work for them that corresponds to their professional skills or is otherwise suitable, or train them for other work as described the Employment Contracts Act.

An occupational health and safety representative's employment contract may not be terminated or treated as terminated contrary to Sections 8:1–3 of the Employment Contracts Act

A candidate for occupational health and safety representative whose nomination has been notified to the employer in writing is entitled to the above protection against dismissal and layoff. Candidate protection begins no earlier than three months before the start of the term of office and ends, for those not elected, when the election organiser confirms the election results.

If an employer transfers its business or part of it, the occupational health and safety representative's position continues unchanged despite the transfer, if the transferred business or part of it remains independent.

If the transferred business or part of it loses its independence and the new owner has an occupational health and safety organisation, the occupational health and safety representative duties transferred to the business or part of it end with the transfer and the person in question continues as an occupational health and safety ombudsman, representing the employees at their workplace. If the new owner does not have an occupational health and safety organisation, the occupational health and safety representative position continues for the personnel transferred at the time of the transfer

Under Section 10 of Chapter 7 of the Employment Contracts Act, an occupational health and safety representative is entitled to protection against dismissal for a period of six (6) months after their occupational health and safety representative duties end.

An occupational health and safety representative whose employment contract has been terminated contrary to the grounds in the Employment Contracts Act is paid compensation of no less than 10 and no more than 30 months' pay. The compensation is determined on the same basis as in Section 12(2) of the Employment Contracts Act, and the employee's status as an occupational health and safety representative must also be taken into account. In individual cases, the unions may agree on compensation of less than 10 months' pay.

## Section 21 Confidentiality

A person responsible for occupational health and safety cooperation tasks must keep confidential any information on the employer's financial position, business and professional secrets, as well as information on corporate security and related security arrangements, that could harm the employer or its business or contractual partners. In addition, the financial position of a private individual and other information personally concerning them must be kept confidential, unless the person concerned has given permission for the disclosure of such information. The duty of confidentiality continues even after the person no longer performs the above duties.

Before disclosing the above information, the employer must specify which information is subject to confidentiality and the duration of the confidentiality.

## Section 22 Negotiation procedure

Any disputes about interpretation or breach of this agreement are resolved in accordance with the negotiation procedure in the collective agreement.

## Section 23 Validity of the agreement

This agreement comes into effect on 1.1.2021 and remains in effect until further notice. The agreement can be terminated with six months' notice.

Finnish Hospitality Association MaRa  
Service Union United PAM

# AGREEMENT ON COOPERATION

## I PURPOSE AND SCOPE OF THE AGREEMENT

### Section 1

The purpose of this agreement is to promote cooperation between the employer and the staff.

This agreement applies to companies covered by the collective agreements between the Finnish Hospitality Association MaRa and Service Union United PAM.

In addition to this agreement, the rules in the Act on Cooperation within Undertakings (334/2007) are observed.

The rules in Chapter II of this agreement do not apply to companies that regularly employ less than 20 employees.

## II COOPERATION PROCEDURE

### Section 2 Additional staff representative

An “additional representative” who is a member of the workplace’s staff may act as a staff representative in the cooperation procedure. The representatives of staff groups referred to in the Act on Cooperation may agree with the employer that staff representatives may elect such additional representatives. The matters handled by the representative, the extent of these, and, if necessary, the length of the term of office must also be agreed with the employer. Unless otherwise agreed, the term of office is one year.

### Section 3 Implementation of the cooperation procedure in certain cases

If a decision on a matter is made at a different level of the company’s organisation or in a different part of the company than where the cooperation procedure was conducted, the staff representative must be informed of where the decision will be made. Once the procedure has ended, it must be ensured that the employer is also aware of the issues raised by the staff during the cooperation procedure when making the decision.

### Section 4: Consultative committee

The employer and representatives of the staff groups may agree to establish a consultative committee.

A company that regularly employs more than 200 people must establish a consultative committee if all employee groups want to.

The agreement on the consultative committee must specify at least:

- the matters to be discussed by the consultative committee
- the members of the consultative committee
- the term of the consultative committee
- how the consultative committee agrees to meet.

An agreement on the consultative committee may be made for a fixed term or until further notice. An agreement valid until further notice can be terminated with six months’ notice, unless otherwise agreed.

## III COMMUNICATION

### Section 5 Internal communication within the company

The company's staff organisation and the principles and guidelines to be followed in the management of staff matters must be communicated to the staff.

When developing the procedures to be used for communication, they must be discussed with the staff or their representatives.

The employer must give to the staff or their representatives:

- a report on the company's financial status based on the company's financial statements after their approval
- at least once during the fiscal year, a report on the outlook for the company's operations, employment, profitability and cost structure, and its financial condition
- an annual staff plan containing an assessment of expected changes in the number, quality and status of the staff
- any significant changes to the above information without delay.

The employer must inform employees, already during the planning phase, of any significant changes affecting their position regarding job duties, the workplace and working conditions, as well as equipment purchases and the use of external labour. After a decision has been made, the employer must also inform the staff of the content of the decision if it is different from the plan communicated before the decision or if the relevant staff or their representative requests such information.

## Section 6: Mutual information sharing among staff

Branches of Service Union United have the right to distribute meeting notices to their members outside working hours. Branches can distribute written notices related to employment relationships or general labour market issues in facilities intended for staff or in other spaces agreed with the employer.

If a newsletter intended for staff is published at the workplace, the branch has the right to publish meeting notices and other announcements in it free of charge, as well as information on employment relationships at the workplace or labour market issues in general.

The employer must provide the branch with a noticeboard or part of one. The branch is responsible for the content and maintenance of the noticeboard. In addition to labour market issues, the branch may use the noticeboard to provide information on matters related to general issues. Notices without the employer's consent may be posted on the noticeboard only.

The information material and notices referred to in this section must not be offensive to individual employees, supervisors or the employer, nor must they otherwise violate good practice. General policy is not part of the matters mentioned in this section.

## IV COMPANY DEVELOPMENT

### Section 7 Development activities

The purpose of company development is to improve the productivity of the company's operations and workplace well-being. This development includes changes to the organisation, operating practices and methods, or work tools.

### Section 8 Cooperation

The employer must discuss all development measures with the union representative before implementing them. Measures affecting only a few individuals may be discussed directly between the employer and the individuals concerned.

If the development measures result in significant changes to the status, duties or number of employees, the employer must, together with the union representative, explore the possibilities and alternatives for ensuring the continuity of the employees' employment relationships. If the matter has already been discussed between the employer and the employee in question, this clarification is not required.

When an employee transfers to a new or changed job, the employer must ensure that necessary additional training or orientation is arranged. The need for professional skills and training is assessed and determined between the employer and the union representative.

### Section 9 Occupational health and safety

Development activities must take into account the requirements set by occupational health and safety regulations. When planning changes, the aim must be to achieve meaningful and varied work content and to improve working conditions. Particular attention must be paid to eliminating or reducing harmful physical and mental stress factors. The measures taken must not cause harm to employees' health or work safety.

## Section 10 Studies

Work studies related to development activities must be conducted transparently. Before commencing such studies, the union representative and the individuals whose work is affected by the measures must be notified. The notification must specify the subject and purpose of the study, the timing of the study, the research method, whether the study is part of a broader investigation, the timeframe within which the study may lead to practical measures, and whose area of responsibility the study comes under. If necessary, additional information regarding the progress of the study and any potential changes must be provided.

The union representative must be given the opportunity to review the data collected during the study and the study's results. The study data, including any recordings, must be made available to the union representative.

## Section 11 Training

It is essential for cooperation that those responsible for and participating in development activities have the ability to evaluate development measures and their consequences. The union representative and others who participate more permanently in development work (such as the occupational health and safety representative) must be provided with appropriate training in development matters taking into account the extent of the activities.

## Section 12 Project-specific development working group

If a development project is significant and results in substantial changes to the content of employees' job duties or the way work is done, a development working group must be set up, in which the employer and the employees are represented.

The purpose of the working group is to bring together the target group's expertise on the matter and to promote staff influence and participation. The working group must be set up as early as possible. The group must be given the information necessary for its discussions before the matter is discussed.

Staff appoint their own representatives from among the staff in the location or function to be developed. The occupational health and safety representative must be given the opportunity to participate in the working group's discussions on occupational health and safety issues.

## V OTHER RULES

### Section 13 Time off and compensation

Members of the consultative committee and staff representatives participating in joint meetings must be given the necessary time off work for the meeting and prepare staff representatives before the meeting. Unless the need for time off work in individual cases requires otherwise, time off must be given for the preparation of staff representatives for a maximum of

- one hour if the number of employees is less than 200
- two hours if the number of employees is at least 200 but less than 500, and
- three hours if the number of employees is at least 500.

The secretary of the consultative committee is paid a separate allowance calculated based on regular working hours for the duration of the meeting, regardless of whether the meeting is held during or outside working hours.

The employer must grant the additional employee representative referred to in the Act on Co-operation within Undertakings and elected in accordance with this agreement paid leave from work for the cooperation procedure, as required by law and for the preparation of staff representatives. When assessing the need for preparation time, attention must be paid to the number of persons affected by the matter being negotiated, the nature and extent of the matter, and where their workplace is.

Staff representatives who are not compensated for duties done outside working hours under a union representative agreement or an occupational health and safety cooperation agreement are compensated for cooperation duties performed outside working hours in accordance with the Act on Cooperation within Undertakings.

The employer is required to reimburse a staff representative participating in cooperation under this agreement for the direct costs of travel required for this cooperation, if the travel has been agreed with the employer.

Travel expenses are reimbursed either:

- in accordance with the Tax Administration's decision or
- in accordance with the company's travel policy.

## Section 14 Confidentiality

A person participating in cooperation under this agreement must keep confidential any information on the employer's financial position, business and professional secrets, as well as information on corporate security and related security arrangements, that could harm the employer or its business or contractual partners. In addition, the financial position of a private individual and other information personally concerning them must be kept confidential, unless the person concerned has given permission for the disclosure of such information. The duty of confidentiality continues even after the person no longer performs the above duties.

Before disclosing the above information, the employer must specify which information is subject to confidentiality and the duration of the confidentiality.

## Section 15: Negotiation procedure

Any disputes about interpretation or breach of this agreement are resolved in accordance with the negotiation procedure in the collective agreement.

## Section 16: Validity of the agreement

This agreement comes into effect on 1.10.2017 and remains in effect until further notice. The agreement can be terminated with six months' notice.

Finnish Hospitality Association MaRa  
Service Union United PAM

# TRAINING AGREEMENT

## Section 1 Scope

This agreement is for companies covered by the collective agreements between the Finnish Hospitality Association MaRa and Service Union United PAM.

## Section 2 Training working group

Trade union training is implemented by a training working group, with two representatives from each association. The training working group approves courses one year at a time. More courses can be approved during the year. MaRa and PAM tell the training working group what courses are coming up in the next year when they have been agreed.

## Section 3: Vocational continuation and supplementary training and retraining

When an employer gives an employee vocational training or sends the employee to training sessions related to their profession, the cost of the training and loss of earnings during regular working hours, based on the employee's basic pay, are compensated.

If the training takes place outside working hours, the employee is compensated for the time spent on training, based on their basic hourly pay, if the training was mandatory. If the training was voluntary, the employee is compensated for the direct costs.

## Section 4 Joint training

Joint training is generally provided for individual workplaces.

Joint training covers joint training under a cooperation agreement, training related to participation systems, and basic and specialised courses organised by companies or the Centre for Occupational Safety that are necessary for occupational health and safety cooperation.

Participation in training is agreed on an individual workplace basis between the employer and the union representative, or as agreed at the workplace.

Compensation for participation in training is paid in the same way as in Section 3.

## Section 5 Trade union training

### 1. Participation in courses

Employee representatives can participate in courses approved by the training working group for a maximum of 14 calendar days per year, if participation does not harm the company operationally or financially. In such cases, participation in a course may be postponed for up to one year.

If an employee representative is not given permission to attend a course, they must be told why no later than 10 days before the course starts. MaRa and PAM recommend that if this happens, another date is found when participation is possible.

The deputy union representative and the first deputy occupational health and safety representative may participate in basic courses approved by the training working group. In the same year, only either the union representative or the deputy union representative from the same workplace can participate in basic courses.

If you want to go on a course, you must say so as early as possible. If the course lasts no more than one week, notice must be given at least three weeks before the course begins, but early enough so that the current three-week work schedule does not need to be changed. For courses longer than one week, notification must be given at least six weeks before the start of the course.

The union's occupational health and safety training is intended specifically for occupational health and safety representatives.

The rules in this section apply to occupational health and safety representatives and deputy representatives who are members of Service Union United.

## 2. Compensation

Union representatives and occupational health and safety representatives can go on courses approved by the training working group without any reduction in their pay. For union representatives, loss of earnings is compensated for a maximum of 2 weeks, and for occupational health and safety representatives, deputy union representatives and first deputy representatives, for a maximum of 1 week. For loss of earnings to be compensated, the course must relate to the participant's cooperative duties in the company.

Compensation for loss of earnings refers to compensation for the person's basic pay. Hourly bonuses are not included in basic pay. Monthly bonuses are included in basic pay.

## Section 6 Social benefits

Annual holiday or other benefits are not reduced if you go on trade union training mentioned in Section 5.

## Section 7 Period of validity

This agreement comes into effect on 1.1.2021 and remains in effect until further notice. The agreement can be terminated with six months' notice.

Finnish Hospitality Association MaRa  
Service Union United PAM

# AGREEMENT ON WORK-BASED LEARNING AND COMPETENCE DEMONSTRATIONS IN TRAINING LEADING TO A VOCATIONAL QUALIFICATION, AND MANDATORY WORK PLACEMENTS IN VOCATIONAL TRAINING

## Introduction

The economy and skills requirements are changing quickly, so close connections are needed between education and the workplace. A training agreement and competence demonstrations are necessary for completing a qualification and improve the availability of a skilled workforce.

For MaRa and PAM it is important that companies in the sector provide enough high-quality jobs for training agreements and competence demonstrations.

Open and natural cooperation in the workplace is important for implementing training agreements and competence demonstrations. It is important that everyone in the workplace has skills and knowledge regarding training agreements and competence demonstrations.

## Section 1 Scope

This agreement applies to companies covered by the collective agreements between the Finnish Hospitality Association MaRa and Service Union United PAM.

This agreement concerns training agreements and competence demonstrations related to training leading to a vocational upper secondary qualification. The training agreement is part of upper secondary vocational education and is in accordance with the Act on Vocational Education and Training (531/2017), and the student is not in an employment relationship with the company.

This agreement applies to mandatory work placements related to vocational education.

## **Section 2 Training agreement and competence demonstrations**

The training provider and the employer (training agreement workplace) make a written agreement on skills acquisition at the workplace through practical work tasks.

In a competence demonstration, the student shows how well they have reached the core professional skills or competence in the qualification requirements.

The employer must organise the student's guidance and appoint a responsible workplace supervisor, who must be qualified in terms of professional skills, education or work experience, and enough time must be given for the duties. The workplace supervisor's earnings must not be reduced while they are a workplace supervisor.

## **Section 3 Cooperation regarding training agreements and competence demonstrations related to vocational basic qualifications**

The following matters must be discussed locally, together with the union representative and/or the staff, before arranging a training agreement and competence demonstrations. or when discussing a staff and training plan under the Cooperation Act:

- content and practical implementation in the company of training agreements and competence demonstrations for a vocational basic qualification
- training agreements and competence demonstrations should not affect employment relationships at the company or employees' working hours or their ability to get additional work
- no-one's employment contract is to be terminated, or employees laid off, due to persons covered by this agreement.

## Section 4: Job security for staff

If a company follows the procedure in Section 3, the rules in the Employment Contracts Act and in existing agreements on

- workforce reduction
- the obligation to offer additional work, and
- rehiring are not an obstacle to offering a training agreement and opportunities for competence demonstrations related to a vocational basic qualification.

## Section 5: Work placements

Regarding mandatory work placements for vocational, qualification-oriented training, Sections 3 and 4 of this agreement on cooperation and job security are to be followed.

## Section 6 Validity

This agreement comes into effect on 1.3.2018 and remains in effect until further notice. The agreement can be terminated with six months' notice.

Finnish Hospitality Association MaRa  
Service Union United PAM

# RECOMMENDATION ON PREVENTING SUBSTANCE USE PROBLEMS, HANDLING SUBSTANCE USE ISSUES, AND REFERRAL TO TREATMENT IN THE WORKPLACE

## Handling substance use issues in the workplace

Substance use is a significant problem in Finnish workplaces. This recommendation is about harmful alcohol use, misuse of medicines and drug use. The recommendation aims to reduce the harms caused by substance use. The recommendation can be applied in both the private and public sectors.

The recommendation helps workplaces to prevent and address substance use problems. The goal is a workplace without substance use problems. Workplaces should work with staff to develop and strengthen practices for preventing substance use. The emphasis is on preventive measures and taking action as early as possible.

The central organisations recommend an operating model for all workplaces

- for preventing substance use problems,
- for addressing substance use issues, and
- for implementing treatment referrals.

If drug tests are to be done for employees or job applicants, the employer must have a substance use programme in accordance with Section 11 of the Occupational Health Care Act. This recommendation can be used as a guide to drafting the substance abuse programme.

The workplace substance use programme, treatment referral practices and other related matters are part of occupational health and safety cooperation between the employer and employee representatives. Occupational healthcare is also involved. The substance use programme and other related plans can be part of the occupational health and safety action plan, or can be separate documents.

## 1. Preventive action

Actions to prevent substance abuse support joint efforts in the workplace to promote well-being and safety. Key elements include information and training on substance use issues, and intervening in harmful alcohol and other substance use as early as possible. Information and training cover the harms of substance use, recognising use and problems, intervening in use, and options for referral to treatment.

### Information and training

The aim of providing information and training to staff is to:

- promote healthy and substance-free lifestyles
- provide information on the problems caused by harmful substance use in the workplace
- influence attitudes to recognise and address harmful substance use and related problems openly and constructively
- lower the threshold for intervention and raising the issue
- promote awareness of and commitment to common workplace practices (substance use programme)
- promote immediate and early intervention in harmful substance use
- promote referral of persons with substance use problems to treatment.

Training should be for all staff and use the expertise of occupational healthcare. It is very important for supervisors and staff representatives to know the workplace's procedures for substance use issues.

## Work community

The work community must commit to a substance-free work culture in its daily operations. Excessive serving of alcohol is avoided at workplace events, and refusing alcohol is made easy. This also applies to leisure events organised by the workplace. Binge drinking is not accepted at all. Everyone, from supervisors to employees, can set a good example to promote substance-free workplaces. Workplaces can also have a substance abuse contact person. Tacitly approving, hiding or downplaying substance use should not be tolerated. Addressing problems in a professional, constructive and timely manner can often prevent a substance use problem from getting worse.

A workload that is felt to be excessive can be a significant risk factor for substance use and a factor leading to substance use problems. Good work organisation and management help prevent excessive workloads and work-related stress, and thus the emergence of substance use problems.

## Occupational healthcare

Under law, occupational healthcare must promote the prevention of illness and disability. Occupational healthcare has an important role in preventing substance use problems. Workplaces utilise the expertise of occupational healthcare to organise information and training. The Occupational Health Care Decree (708/2013) includes providing advice and guidance to employers and employees on the prevention of substance abuse, and early identification, treatment and referral for treatment of persons with substance use problems.

The workplace's needs regarding substance abuse issues can be identified in discussions with the employer and staff representatives during a workplace assessment. Occupational healthcare must proactively raise substance abuse issues with the workplace.

When planning preventive measures, occupational healthcare can, while respecting data protection, use the information they have on the levels of risky behaviour and substance abuse. Occupational healthcare can gather this information through health examinations, medical care and communications with the employer. It is also possible to conduct a survey among staff at the workplace on the need to address substance use issues.

Occupational healthcare can address substance use issues during health examinations and also in connection with medical care, for example through screening questionnaires. If an occupational health representative suspects a substance use problem, the employee should be encouraged to seek treatment on their own. If substance use is relevant when assessing work ability, it should be noted in the medical certificate if necessary.

The occupational healthcare action plan should include measures to prevent, identify and reduce the harmful effects of substance use in the workplace. The goal is also to prevent work disability caused by substance use and to eliminate risks to occupational safety. If the workplace does not have a separate substance use programme, preventive procedures can be included in the occupational healthcare action plan.

## 2. Handling substance abuse issues

### Identifying the situation

To prevent and address the harms caused by substance use, it is essential to identify harmful use. Harmful use can show itself in various ways, and signs can include:

- repeated lateness, leaving work early or other failures to adhere to work schedules
- occasional and sudden absences from work
- repeated, unexpected changes of shifts at own initiative
- coming to work or being at work while intoxicated or hungover
- decreased work performance, neglect of duties and repeated mistakes
- sick leave notes from different doctors
- avoiding supervisors or social situations at work
- repeated accidents
- drink driving
- days of absence due to illness
- changed or unusual behaviour or demeanour.

Harmful substance use may also be revealed in occupational healthcare examinations and medical treatment.

Unauthorised substance use in the workplace and being intoxicated at work are against employment obligations. Substance use may also be a criminal offence, particularly in roles involving traffic safety. Drug use is always a criminal offence.

## Addressing the situation

It is important that the workplace has clear and fair procedures for reacting to substance use. However, the specific circumstances of each case must be taken into account when considering what action to take. The treatment referral guidelines describe the workplace's policy on accessing treatment.

The goal is for early intervention and potential treatment referral occur before the point is reached where the employee neglects their work duties. This requires early identification of the substance use problem. The discussion can be started by a supervisor, occupational healthcare or a coworker.

Based on discussions with the employee with a substance use problem, a plan for further action is developed and potential treatment needs are assessed. Occupational healthcare must be involved in drawing up the plan, assessing the need for treatment and monitoring the effects of the measures.

## Roles and responsibilities of the employer and the supervisor

The employer's representatives, i.e. management and supervisors, have the main responsibility for substance abuse issues in the workplace. If a potential substance use problem is seen in an employee's behaviour or work performance, the supervisor must discuss workplace policies and requirements, as well as potential consequences and treatment options, with the employee. As the employer's representative, the supervisor must always ensure that suspected or observed substance use does not harm workplace, customer or traffic safety. An intoxicated employee can be removed from the workplace.

If the employer suspects that an employee is intoxicated at work, they must assess the situation on a case-by-case basis. All testing must comply with applicable laws and regulations. Drug testing is regulated by the Act on the Protection of Privacy in Working Life (759/2004, Chapter 3). There is no legislation on alcohol testing in the workplace, but this can be agreed locally, for example by voluntary breathalyser tests.

If it is unclear if work-related problems are due to substance abuse or something else, the employee can be referred to occupational healthcare for a work ability assessment and an evaluation of treatment needs.

## **The role and responsibilities of coworkers**

All coworkers must advise and encourage an employee with a substance use problem to get help and contact occupational healthcare or another professional. If the workplace has a substance abuse contact person, a coworker may also ask them to speak with the employee in question. Hiding or concealing the problem should not be accepted or supported, for example by covering for the problematic employee's neglected work duties.

For treatment to be successful, it is important that an employee who has had treatment is accepted into the workplace as an equal. This supports their coping and recovery. The work community can also support and encourage their colleague toward a substance-free lifestyle.

## **The role and responsibilities of occupational healthcare**

Occupational healthcare staff must assess problematic use of alcohol and other substances in all patient contacts, actively intervene when necessary and provide information and support for the treatment of substance use problems.

If occupational healthcare identifies a substance use problem, they must inform the person about treatment options and refer them to appropriate care. In some cases, occupational healthcare may also provide services to treat substance use problems itself. These options can be agreed as part of the occupational healthcare agreement.

If requested by a supervisor, occupational healthcare must do a work ability assessment and evaluate the need for treatment, and participate in treatment referral, treatment implementation and monitoring of treatment outcomes.

## Cooperation and employee representatives

The principles for handling substance abuse issues, treatment guidance, and the role of occupational health services in substance abuse matters at the workplace are discussed in cooperation with all employee groups. The role of union representatives, occupational health and safety representatives and other staff representatives is important for planning and monitoring the operating model.

When handling an individual case, the employer has the right, with the employee's consent, to notify a staff representative of the matter. At the employee's request, the staff representative has the right to be present when the matter is discussed with the employer. Confidentiality regarding individual employees' substance use and treatment is always binding on both staff and employer representatives.

## 3. Referral to treatment

### Seeking treatment

Treatment is effective if the person recognises their substance use problem and seeks treatment independently. Persons with substance use problems are supported in seeking treatment. The primary goal is to encourage self-initiated and voluntary treatment.

Seeking treatment can occur:

- at the initiative of the person with a substance use problem or their family
- at the initiative of coworkers or the workplace's substance use contact person
- at the initiative of a supervisor/employer
- at the initiative of occupational health personnel.

To facilitate referral to and seeking treatment, the workplace and its occupational healthcare must have information on the treatment facilities and methods available. If the workplace has a substance abuse contact person, they can also handle the practical arrangements for referral to treatment.

The goal of treatment is to resolve the substance use problem, maintain work capacity, achieve the best possible health and social well-being, reduce absences, stabilise employment and get personal and family matters in order.

Generally, a substance abuse programme includes the possibility of treatment referral for an employee with a substance abuse problem. A warning regarding, for example, inappropriate behaviour or neglect of work duties may be given in connection with the treatment referral. The substance abuse programme does not prevent termination of employment if there is a legal basis for doing so (see relevant labour court case law, e.g. TT 2001-56, TT 2007-46, TT 2007-84, TT 2007-89, TT 2013-1, and TT 2013-184).

## Referral to treatment and implementation of treatment

If a person with a substance use problem does not seek treatment on their own initiative, the workplace must take steps to refer them to treatment. In such cases, the role of occupational healthcare, the monitoring of treatment progress and reporting must be agreed. Referral to treatment may also occur at the initiative of occupational healthcare.

A written treatment referral agreement is made, including the place of treatment, length of treatment, monitoring methods and what happens if the person does not commit to the agreed treatment. The referral agreement, consent to treatment and effective treatment are aimed at the employee's recovery and the continuation of their employment. A copy of the agreement is given to both the employee and their supervisor.

To ensure recovery and continued employment, suitable and adequate treatment should be found for the person. In addition to occupational health personnel and/or the substance abuse contact person, an employer's representative is also involved in the practical arrangements; this representative makes decisions regarding the right to be absent from work and the payment of sick pay if treatment is during working hours. As a rule, time spent on treatment for substance use problems or other illnesses is not considered working time. There may be agreements on pay for such time at the sectoral or workplace level. When treating substance use disorders, employees must be treated equally.

It is important to monitor the progress of treatment during the treatment period. The employee being treated must follow the agreed treatment plan. During the treatment agreement, there may be discussions between the supervisor, the employee and an occupational healthcare representative to discuss the progress of treatment. Treatment must be a consistent and step-by-step process that includes the necessary monitoring of implementation.

## Income security and reimbursement of costs

The employer does not have to pay wages for periods of absence from work due to intoxication. This also applies to situations where the employer has removed an intoxicated employee from the workplace.

It is recommended that the substance abuse programme explains how treatment costs are divided between the employer and the employee.

The workplace or occupational healthcare must be able to tell the employee how to apply for income security and how the costs of treatment and other measures are reimbursed. Kela decides on any sick leave allowance or rehabilitation allowance. Kela rehabilitation allowance during institutional rehabilitation may be paid to the employer if the employer pays the employee their wages for the duration of the rehabilitation.

## Confidentiality

Information about substance abuse problems, the referral of a person with a substance abuse problem to treatment, and the treatment itself is confidential. It may not be disclosed to third parties without the consent of the person concerned.

Akava  
Confederation of Finnish Industries EK  
Church Labor Market Organisation KiT  
Local Government and County Employers KT  
Central Organisation of Finnish Trade Unions SAK  
Finnish Confederation of Salaried Employees STTK  
Office for the Government as Employer VTML

# MARA-PAM GENERAL AGREEMENT

## 1. Principles of negotiation and agreement-making

MaRa and PAM negotiate and make agreements on the basis of contractual freedom. The parties negotiate towards mutual agreement on matters where they represent interests.

MaRa and PAM believe that all levels of negotiation are important and should be treated equally, following the principle that negotiation is a continuous process.

The goal is to develop negotiation and agreement systems to meet the needs and opportunities of MaRa and PAM, companies and their staff. In service companies, the workforce is the most critical resource for their profitability and continuity.

MaRa and PAM strive to promote companies' personnel policies, particularly company-staff cooperation, working conditions, job security, skills development and staff training, labour supply and company productivity. To do this, new agreements suited to the changes in working life and various cooperation systems are being developed.

MaRa and PAM may conduct negotiations aimed at legislation either among themselves or through tripartite cooperation. MaRa and PAM aim to ensure that sufficient expertise in working life and legislative technicalities goes into the preparation of labour legislation.

## 2. Negotiation and agreement activities between MaRa and PAM

Collective agreements are made between MaRa and PAM. In collective agreement negotiations, MaRa and PAM must have contractual freedom and sufficient independent decision-making power. Collective agreements are achieved mostly through negotiation. MaRa and PAM start negotiations in good time before existing sectoral collective agreements expire.

As a rule, collective agreements are to be made in accordance with established industry principles. Disagreements about the scope of application are to be resolved mostly through negotiations between MaRa and PAM. If a disagreement about scope of application cannot be resolved through negotiations between MaRa and PAM, the matter may be referred to a mutually agreed resolution body.

MaRa and PAM agree on models so that the needs and possibilities of companies and their staff can be taken into account in workplace-level negotiation and agreement activities.

## 3. Workplace level

MaRa and PAM ensure that collective agreements are implemented at workplaces. The parties believe it is important to provide information about collective agreements and employment relationships. Open communication at an early stage and on all relevant matters is important.

By developing negotiation and agreement systems, MaRa and PAM contribute to the development of good and constructive negotiation relationships in workplaces.

MaRa and PAM promote effective negotiating in line with collective agreements at the workplace level. For this, both the company and the staff must appoint persons responsible for the negotiations.

The principle of ongoing negotiation is observed in workplaces. Ongoing negotiation is particularly important in the introduction of new service methods and new technology and the impact of these, the development of job content, work planning and organisation, employee training and redeployment, the company's workforce management practices and equality issues.

In developing workplace-level negotiation and agreement activities, the objective is to take into account and agree on the impacts of key changes in working life, new occupations and new sectors, with regard to continuity for companies, profitability and employment terms. MaRa and PAM believe that employees' training needs are particularly important and that training is important for the stability of employment relationships.

#### **4. Validity of the agreement**

This agreement comes into effect on 1.10.2017 and remains in effect until further notice. The agreement can be terminated with six months' notice.

Finnish Hospitality Association MaRa  
Service Union United PAM

# AGREEMENT ON THE COLLECTION OF TRADE UNION MEMBERSHIP FEES

## Section 1: Making a collection agreement for membership fees

An employee who wants to authorise their employer to deduct trade union membership fees from their pay must make a collection agreement with their employer. The agreement is made using the trade union membership fee collection agreement form.

## Section 2 Membership fees to be collected and calculation basis

The membership fee collection system applies only to membership fees for Service Union United PAM. These fees may not include any other items. Unemployment fund fees can be combined with regular membership fees.

The union notifies employers in writing of the amount of the fees for each calendar year. This notification must be made in December each year.

The membership fee can be either a percentage or an amount in euros. Percentage-based membership fees are collected from gross taxable pay.

## Section 3 Collection and accounting period

The collection period for membership fees is the same as the pay period unless otherwise agreed by MaRa and PAM. The employer pays the total amount of membership fees collected from employees to the trade union for each collection period as soon as technically possible.

## Section 4: Statement of membership fees collected by employee

The employer sends the trade union a statement of membership fees collected by employee at least quarterly. For terminated employment relationships, a statement is sent together with the notification of termination of trade union membership fee collection.

The report includes the employer company's name, address and business ID, as well as the employees' names and personal identity codes, the total amount of membership fees collected from the employee, and the collection period for each employee, if a membership fee collection agreement has been made or the employment has ended during the reporting period. If the collection of membership fees has been suspended, the reason for and duration of the suspension is stated in the report.

## Section 5 Miscellaneous provisions

An agreement to start or end the collection of union fees is made in writing between the employee and the employer.

A statement of the fees collected is given to the employee after each collection event via the pay slip or similar means. The trade union sends a statement of the membership fees collected to the tax authorities.

If employment ends, the membership fee collection agreement ends automatically. If employment ends, the trade union is notified.

The trade union provides the information and forms for membership fee collection to the employer to facilitate the collection of employees' membership fees. The trade union provides the employers' association with all the general information that it provides to companies about the collection of trade union membership fees.

The trade union covers the costs of the agreement, termination notice and other forms used in the collection system.

## Section 6 Validity of the agreement

This agreement comes into effect on 1.10.2017 and remains in effect until further notice. The agreement can be terminated with six months' notice.

Finnish Hospitality Association MaRa  
Service Union United PAM

# MINUTES CONCERNING COMPENSATION FINES UNDER THE COLLECTIVE AGREEMENTS ACT

## Maximum amounts of compensation fines as of 1.10.2017

Contrary to the Collective Agreements Act, the maximum amounts of compensation fines for local trade unions and individual employers from 1.10.2017 are 2,590 euros.

This agreement comes into effect on 1.10.2017 and remains in effect until further notice. The agreement can be terminated with six months' notice.

Finnish Hospitality Association MaRa  
Service Union United PAM

# AGREEMENT ON WORKPLACE MEALS

The contracting parties note

- that healthy food consumed at the right time is part of a healthy lifestyle and the basis for maintaining mental and physical well-being, as well as health and work capacity at the initiative of occupational health personnel
- that occupational safety laws require that a room is provided and furnished for eating at the workplace or close by and, if prepared food is not available at the workplace, equipment for storing or heating food and drinks brought from home must be provided.

To meet the above objectives and promote healthy eating habits, the parties have made the following agreement on the development of workplace eating.

The possibilities for workplace meals are influenced by factors such as the number of employees, the buildings and break rooms at the workplace and the need for eating facilities.

The situations at individual workplaces are therefore decisive in the development of workplace eating. The goal is to provide employees with the opportunity to eat, regardless of their workplace or work schedule.

The parties to the agreement believe that employees should have the opportunity to eat a properly prepared meal during the workday. However, nutritional needs during working hours can be met in different ways.

Dedicated workplace cafeterias are primarily relevant for larger workplaces. Taking into account the potential for regional cooperation among multiple workplaces and the adoption of new food preparation and distribution methods, it should be determined how an appropriate outcome could be achieved in such cases.

Promoting healthy eating habits requires cooperation among local stakeholders. When a workplace has a cafeteria, this cooperation must be formalised. In such cases, cooperation may take place within the occupational health and safety committee or another cooperative body.

This agreement comes into effect on 1.10.2017 and remains in effect until further notice. The agreement can be terminated with six months' notice.

Finnish Hospitality Association MaRa  
Service Union United PAM

**Membership services**  
030 100 630

**Employment advice  
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**Unemployment Fund**  
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