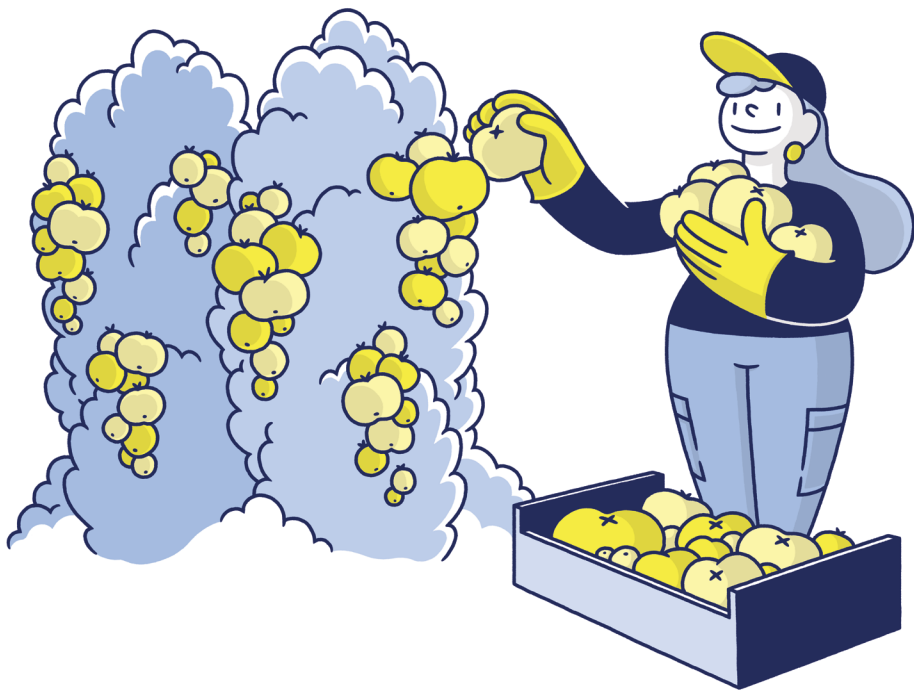


**Industrial
union**



Terms of employment for seasonal workers in agriculture for 2021



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Are you working as a seasonal worker on a berry, fruit or vegetable farm?

KNOW YOUR TERMS OF EMPLOYMENT!

The terms of employment are based on the Collective Agreement for the Rural Industries. Employment legislation provides for some aspects of the working life, but many things are determined by the Collective Agreement. The Collective Agreement is signed between the employers' federation and the trade union representing the employees.

The Collective Agreement for the Rural Industries determines the terms of employment of all those working in the sector. The Collective Agreement is generally binding, and, therefore, it must be respected in all workplaces in the sector.

The Collective Agreement for Rural Industries is available in [Finnish](#), [Swedish](#), [English](#), [Russian](#) and [Ukrainian](#). Ask your employer for the Collective Agreement. According to the law, the Collective Agreement must be placed on display in the workplace.

The Collective Agreement is generally binding, and, therefore, it must be respected in all workplaces in the sector.

EMPLOYMENT CONTRACT

The employment contract must be made in writing between you and your employer. Read the contents of the employment contract carefully before signing. If you do not understand the contract, do not sign, and ask for help with the interpretation.

You have the right to get your copy of the employment contract. Keep the contract in a safe place.

Trial period

The employment contract may include a trial period at the beginning of the employment relationship. During the trial period, both the employee and the employer can terminate the employment relationship immediately. The trial period may be no longer than half of the duration of the fixed-term employment contract.

Fixed-term contract

In seasonal work, a fixed-term employment contract is signed for a certain period of time. Both Parties shall be bound by the fixed term until the end of the contract.

In seasonal agricultural work, the end of the contract period may be an estimated date on which your duties will end because of, for example, the end of the harvest. It is recommended that you agree with the employer on a notice period for the actual termination date of the employment contract.

EMPLOYEE'S OBLIGATIONS

Conduct your duties diligently and carefully. Arrive at work on time and work until the end of the agreed working hours. Ask for more work if you have completed your duties. Ask for advice if you are not sure or do not understand. Follow the employer's instructions and orders. Take special care of good hand hygiene. If necessary, use protective equipment provided by the employer. Report occupational safety deficiencies to the employer.

The employer must instruct you on the content of your duties, the basis for your wages and other terms of employment, the practices in the workplace and safe working methods.

EMPLOYER'S OBLIGATIONS

The employer is obliged to comply with the laws, the Collective Agreement and the terms of the employment contract they have signed with you. The employer must instruct you on the content of your duties, the basis for your wages and other terms of employment, the practices in the workplace and safe working methods. Employers must treat all workers equally and ensure the safety and health of workers.

WORKING HOURS

The regular working hours in agricultural work is no more than 8 hours a day and 40 hours a week. You may agree on shorter working hours on your contract, but not longer.

Remember to follow the contract you have signed and work according to the number of hours agreed in it. The employer must pay you wages based on the number of hours agreed.

The employer must provide a four-week roster showing the starting times and lengths of your shifts. During the harvest period, it is difficult to anticipate the amount of work, but even during the harvest, a roster must be provided for as many days as possible.

Overtime and additional work

If there is a lot of work to be done, the employer may ask you to work longer hours. You do not have to agree to do additional work or work overtime. You may not decide by yourself to work longer hours than agreed. Additional work and overtime must be agreed with the employer each time separately and in advance.

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Additional work is work which is carried out in addition to the working hours agreed in the employment contract, but which does not exceed 8 hours a day or 40 hours a week. If you have agreed in your contract to work 7 hours per day and you are asked to work longer, the eighth hour is considered additional work. You are paid for additional work the same amount as for other work.

Overtime is work done in addition to regular working hours, i.e., more than 8 hours a day or more than 40 hours a week. If you are asked to stay at work longer, any work done from the ninth hour onwards is considered overtime. You are paid increased wages for any overtime. A 50% increase in overtime is paid for the ninth and tenth hours of the working day and 100% for the following hours. If your working week continues for more than 40 hours, a 50% overtime compensation will be paid for the first eight hours and 100% for the following hours.

Average regular working hours

If you have agreed in your employment contract on 40 hours per week, your employer may decide to vary your working hours between 4 and 10 hours per day and between 40 and 50 hours per week, so that the working hours are balanced out to an average of 40 hours per week during your fixed-term employment contract. The employer must present you with a working time plan for the whole term of employment, from which you can see the varying weekly working hours. In addition, the employer must provide a roster for at least four weeks, in which you can see your daily working hours and the starting times.

Overtime compensation is not paid within the range of the hours mentioned above, but for a working day longer than 10 hours you are entitled to overtime compensation. In addition, if your working hours are not averaged out at 40 hours per week in the end, an increase of 50% for weekly overtime will be paid for the exceeding hours.

It is important to note that if you have agreed in your contract on a working time shorter than 40 hours per week, this system of balancing out working time must not be used. In this case, overtime compensation is paid for overtime in addition to the basic wages.

Maximum working hours

The total number of hours you have worked, including overtime, must not exceed 48 hours per week on average during your six-month or shorter fixed-term employment relationship.

BREAKS AND REST

If your working hours are at least 6 hours a day, you have the right to a one-hour meal break. You may also agree with your employer on a shorter, 30-minute meal break. A meal break is not considered working time and no wages are paid for it.

If your workday lasts at least 8 hours, you have the right to take two 12-minute breaks. During a shorter working day, you are entitled to one 12-minute break. Breaks are considered working time and you will be paid for them.

When urgent sowing and harvesting duties are required, the continuous weekly rest of 35 hours you are usually entitled to may be rescheduled. However, the weekly rest must be given within two months from the originally scheduled date. If no weekly rest is given, the employer must pay you a cash compensation corresponding to the hours worked.

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REDUCED WORKING HOURS

If you have agreed in your employment on a 40-hour week, you are entitled to reduced working time in paid days off as follows:

Completed workdays	Amount of working time reduction	
	in days off	in hours
at least 18	1	8
at least 36	2	16
at least 54	3	24
at least 72	4	32
at least 90	5	40
at least 108	6	48

Alternatively, instead of taking paid days off, you can agree with your employer that you will be paid an additional compensation of 5%.

WAGES

You agree on the amount of wages with the employer in the employment contract.

The salary will be paid into your bank account twice a month, unless otherwise agreed. If you agree that the wages will be paid in cash at the end of the employment contract, check the pay slip you receive from the employer once a month that the accumulated wages are correct.

The employer withholds taxes and statutory social security contributions from your wages. The employer may not withhold any other expenses from your wages without first agreeing about it with you. Always agree on everything in writing.

Hourly wage

The minimum hourly wage in the sector is €8.85/hour. If your work is more demanding than simple picking work, the minimum wage is higher according to the job requirement group as provided in the Collective Agreement.

If you are a student under the age of 18, the minimum wage (70%) is €6.20/hour.

If you do not have previous work experience in the agricultural sector, the minimum wage (90%) for the orientation period is €7.97/hour. The orientation time is always paid for on an hourly basis. Wages for the orientation period may be paid for a maximum of 2 months, and only for a period during which you are actually being trained for your duties. Orientation for picking work cannot last longer than a few days.

Always agree on everything in writing.

Proficiency bonus

If you have worked for the same employer for one continuous or for several different picking periods for a total of 10 months, your hourly wage will be increased by a 4–30% proficiency bonus.

Contract pay

You may also agree on contract pay with your employer. The contract pay must be agreed upon before you start work.

The amount of the contract pay must be defined in such a way that your earnings with normal contract work speed are at least 20% higher than the minimum hourly wages used as a basis for the contract pricing.

During the orientation period, the employer must explain to you separately in case of each type of berry, fruit and vegetable how the contract pay are determined and what the normal contract work speed is. The employer has the duty to provide training so that you have sufficient skills and therefore the chance to achieve the contract earnings. Make sure that you work at the speed specified by your employer. The quicker you work, the higher your earnings will be.

Formula for calculating contract pay:
$$\frac{\text{wages for the job requirement group} + 20\%}{\text{normal contract work speed}} = \text{contract pay/kg or piece or bundle.}$$

For example, the recommendation for contract pay for strawberry picking in 2021 is €1.06/kg, and at the normal 10 kg/h contract work speed, the employee's earnings are €10.62/h, which is 20% higher than the minimum wage of €8.85.

The amount of contract pay may be changed during the season due to, for example, the amount of harvest, weather conditions or differences in plant varieties, but the employer must always inform you about the change and give the reasons for it. However, the 20% contract supplement cannot be deviated from.

The minimum hourly wage is guaranteed in contract work. If the harvest yield is low or the working conditions due to bad weather or arrangements that depend on the employer are otherwise such that the conditions for contract work are not met, hourly wages must be applied to picking work instead of contract.

However, if your work is not progressing at the normal speed for reasons entirely dependent on yourself, and the conditions beyond your control as mentioned above do not exist, your wages may be lower than the contract salary or the minimum hourly wage.

The employer has the duty to ensure the accuracy of the contract pricing. The employer has the duty to ensure that the conditions for achieving the contract earnings are in place. Upon request, the employer has the duty to prove that you have had the opportunity to achieve a minimum contract salary in accordance with the Collective

The employer has the duty to ensure the accuracy of the contract pricing.

Agreement. The normal work speed is set correctly if more than half of the pickers have achieved the contract pay level during the season. In other words, your wages will be reviewed over the entire working time and in relation to the results of other employees on the same farm.

It is not possible to verify the correctness of contract pricing without knowledge of the hours worked. As an employee, you should keep track of your own contract work hours.

Sunday work

An additional 100% will be paid for work performed on Sunday. However, an exception to this is picking work performed on contract pay, for which no Sunday work compensation is paid.

If the work done on Sunday is overtime, an overtime compensation will also be paid.

Night work

Wages increased by 20% is paid for work performed at night between 22:00–05:00.

FRINGE BENEFITS AND OTHER COMPENSATIONS

In addition to money, your wages may be paid in other forms of compensation. Your employer may give you benefits of monetary value, such as accommodation or meals, which form part of your wages for tax purposes.

The Tax Administration has confirmed the following values for fringe benefits:

- full room and board in a shared dorm €516 /month (incl. room, meals, lighting, heating)
- full room and board in a single room €538 /month (incl. room, meals, lighting, heating)
- accommodation in a shared dorm with central heating €146/month (incl. room, lighting, heating)
- accommodation in a stove-heated room €146/month (incl. accommodation, lighting, heating)
- meal benefit €6.90/meal

Always agree on all matters related to pay and fringe benefits in writing with the employer.

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ANNUAL HOLIDAY

When you work, you accrue paid annual leave. With a fixed-term seasonal employment contract, you cannot take annual leave, and instead you are paid an annual holiday compensation of 12.5% of your earnings from work. The compensation is paid at the end of the employment contract or in connection with each payment of wages, based on separate agreement with the employer. Check that your final pay includes the holiday compensation.

WORKING HOURS AND PAYROLL RECORDS

According to the law, the employer has the duty to keep records of working hours even if you work on a contract pay basis.

The employer must provide you with a pay slip at least once a month even if you have agreed that the wages will be paid at the end of the employment contract. The pay slip must show the basis on which the wages are calculated, such as the number of hours worked and the number of picking containers. Your pay slip must also include the increases paid, holiday compensation, fringe benefits and contributions deducted from your wages.

The employer must provide you with a pay slip at least once a month.

You should also keep detailed records of each hour that you work, including contract pay hours, and the amounts of produce you have picked. Check the pay slip against your own records to ensure that your wages are correctly calculated. If there are errors in the calculation, immediately inform your employer of this.

TAXATION

Give your tax card to your employer at the beginning of your employment contract. The employer withholds taxes from your wages and pays them as well as employer's health insurance contributions to the Tax Administration.

If you arrive in Finland from abroad to work for no longer than six months, your wages will be subject to 35% tax-at-source. You can also ask the Tax Administration for progressive taxation by applying to the tax office for a non-resident taxpayer's tax card instead of a tax-at-source card.

To receive a tax card, you must complete Form 6148 Request for progressive taxation of earned income form for the Tax Administration. You must attach a copy of your passport and a possible authorisation with the form. If you already have a Finnish personal identity code and only need a tax card, you can apply for a tax card using the same form. Enter your Finnish personal identity code on the form. In this case, no copy of the passport is required.

If you want the tax card to be delivered directly to your employer, attach an authorisation to Form 6148 indicating that the tax card and the itemisation part may be delivered directly to the employer. You can give the authorisation with Form 3818 Letter of authorisation for tax representation.

For more information on taxation, see the website of the Tax Administration www.vero.fi.

OCCUPATIONAL SAFETY AND HEALTH

Your employer will advise you on the correct working positions and regularly changing your working positions, which clothes are suitable for work and when to take breaks at work to avoid peroneal nerve palsy. Always stretch and shake your muscles after a period of working in a static position.

Remember to protect yourself from the sun and to drink enough water on hot days.

If you walk in the grass or elsewhere in nature, protect yourself against ticks by wearing light-coloured clothing with long sleeves and long trousers. Check your skin for ticks every night.

If you are stung by a bee or bitten by a snake, inform your supervisor immediately.

The Regional State Administrative Agency is the authority responsible for controlling that the employer has made sure that the working conditions are safe and healthy: www.avi.fi

ILLNESSES AND ACCIDENTS

It is the legal requirement for the employer to have an occupational health care contract in place, including new employee health examinations and assistance in the event of an accident at work. Employers may take a more extensive occupational health care cover with medical services on a voluntary basis. If you feel unwell, tell your supervisor immediately in person. If necessary, the employer must instruct you to see a doctor.

If you feel unwell, tell your supervisor immediately in person.

If the employer's occupational health care contract does not include medical treatments, you may have to pay for the visit to a doctor yourself.

If you arrive in Finland for seasonal agricultural work from outside the EU, you must apply for the right to use public healthcare services from Kela. You can apply for this right from Kela using form SV 141, Entitlement to medical care when moving to Finland.

If you arrive in Finland to work for less than 90 days, you can apply for the right from Kela as soon as you have received your certificate of seasonal work from the Finnish Immigration Service, or a seasonal work visa issued by the Finnish diplomatic mission. The right of persons working under a longer residence permit to public healthcare services and the right to be covered by Finnish social security will be decided based on your application after you have received your personal identity code.

For this purpose, Kela will issue a Certificate of entitlement to medical care in Finland. On presenting this certificate when using public health care, you will receive the treatment you need at the same price as those living in Finland.

More information: www.kela.fi

It is a legal requirement for the employer to have accident insurance in place. If you have an accident at work, tell your employer immediately. It is important that the injury situation is recorded. Stop working and go to the nearest emergency clinic.

You have the right to be absent from work in the event of a sudden illness with your own notice for a maximum of two days. However, for justified reasons, the employer may request you to see a doctor. The employment contract may not be terminated on the basis of an incapacity to work due to illness or accident.

You will be paid wages for the duration of your incapacity to work. If your employment has continued for a week, you are entitled to receive 50% of your wages for nine days following the date you became ill. If the employment has continued for a month, you are entitled to wages for the working days included in a 28-day period. If you have previously worked for the same employer for at least 3 months, you are entitled to wages during illness after 14 days from returning to the service of the same employer for a second season, and immediately at the start of a third season. In short employment contracts lasting less than 10 months, you are not entitled to wages for the first day of your illness.

STAFF FACILITIES

Fields and picking sites must have appropriate working conditions, as well as a toilet and a break room. The employer must make sure you have access to fresh drinking water. The work site must also have appropriate washing, changing and eating facilities. Accommodation is often modest in standard, but it must be fit for purpose and safe. There must be facilities for drying clothes.

YOUNG EMPLOYEES

You can do light work in the year you turn 14. As a young employee, you are allowed to work no more than 7 hours a day and 35 hours a week between 8:00 and 20:00. You need the consent of your guardian or your guardian can sign the contract on your behalf.

At the age of 15, you may sign an employment contract by yourself. Between the ages of 15 and 17, you may agree on similar regular working hours as adults. However, you may not work more than 9 hours a day and 48 hours per week and your work must take place between 06:00 and 22:00.

If you have an accident at work, tell your employer immediately.

WORKERS ARRIVING FROM ABROAD

Everyone working in Finland is subject to the same terms of employment.

According to the laws of Finland, charging employment agency fees from employees is not permitted. You are not supposed to pay anyone to have a job. Seasonal work must be based on an employment contract concluded directly between a seasonal worker and an employer in Finland.

If you arrive in Finland from abroad to work, you must have the right to work in Finland for the entire duration of your employment contract. You are obliged to show the employer the documents proving your right of residence and employment, but you do not need to hand over your passport to the employer.

More information on permits required for seasonal work is available from the Finnish Immigration Service: <https://migri.fi/en/seasonal-work>

Everyone working in Finland is subject to the same terms of employment.

MORE INFORMATION ABOUT TERMS OF EMPLOYMENT

The Industrial Union is a trade union for agricultural workers. The Industrial Union offers its members advice and assistance in problem situations at the workplace. If you wish, you may join the Industrial Union as a seasonal worker. It is important that you join as soon as you start work, so that the Union's services are available to you for your entire employment contract.

More information: www.teollisuusliitto.fi

The Federation of Agricultural Employers MTA is an organisation in the agricultural sector offering employers advice and assistance in employment matters. More information: www.tyonantajat.fi

If you wish, you may join the Industrial Union as a seasonal worker.

Example pay slip

Työnantajan nimi	Palkanmaksukausi / Pay period		
Työntekijän nimi	1.7.2021–31.7.2021		
TYÖNTEKIJÄN BRUTTOPALKKA / EMPLOYEE'S GROSS PAY			
PERUSPALKKA	Tunnit / Hours	á	Yhteensä / Total
Aikapalkkatyö, säännöllinen työaika / Hourly paid work, regular working hours	160	8,85	1416,00
Aikapalkkatyö, ylityötunnit / Hourly paid work, overtime	1	8,85	8,85
Urakkatyö / Contract work	160 kg	1,06	169,60
KOROTUSOSAT	Tunnit / Hours	á	Yhteensä / Total
Vuorokautinen ylityö / Daily overtime 50 %	1	4,43	4,43
Vuorokautinen ylityö 100 %	0		
Viikoittainen ylityö / Weekly overtime 50 %	0		
Viikoittainen ylityö 100 %	0		
Sunnuntaityö tai vastaava / Sunday work or similar 100 %	0		
ERILAISET LISÄT JA KORVAUKSET			
Lomakorvaus / Holiday compensation 12.5 %	199,86		
Arkipyhäkorvaus / Mid-week holiday compensation	0		
Työajanlyhennys / Reduced working time compensation 5 %	79,28		
LUONTOISEDUT	Yhteensä		
Asunto (yhteishuone; uunilämmitys) / Accommodation (shared dorm; stove heating)	51,00		
BRUTTOPALKKA YHTEENSÄ / GROSS PAY TOTAL	1929,02		
RAHAPALKKASTA TEHTÄVÄT VÄHENNYKSET / DEDUCTIONS FROM THE MONEY WAGES			
Ennakkonpidätys-% 8,6 %	165,90		
Työntekijän työeläkevakuutusmaksu 7,15 %	137,92		
Työntekijän työttömyysvakuutusmaksu 1,40 %	27,01		
Maksettu palkkaennakko / Advance paid	0		
Vähennykset yhteensä / Deductions total	330,83		
TYÖNTEKIJÄN NETTOPALKKA / EMPLOYEE'S NET PAY	1547,19 euroa		

Deductions and contributions are calculated from the gross pay

If %-based compensation is agreed

Money wages 1 878,02 + fringe benefits 51.00 = gross pay 1929,02

Deductions made from the money wages 1878,02, but calculated from the gross pay 1929,02.

Paid to Tax Administration (the percentage is employee-specific)

Statutory pension contribution

Statutory unemployment insurance contribution (excl. third-country nationals)

The sum paid to the employee

