
THE COLLECTIVE AGREEMENT
concerning
DIRECT MAIL DELIVERY

between
FINNMEDIA
and
INDUSTRIAL UNION

The agreement is valid until 31 January 2022

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Collective agreement protocol

FINNMEDIA – INDUSTRIAL UNION

COLLECTIVE AGREEMENT CONCERNING DIRECT MAIL DELIVERY

Date 9 September 2019

Place Eteläranta 10, Helsinki, Finland

Participants: Marko Rosqvist	Industrial Union
Martti Paavilainen	Industrial Union
Erkki Summanen	Keskisuomalainen Oyj
Mika Kauppinen	Suomen Suoramainonta Oy
Elina Nissi	Finnmedia
Heli Manninen, secretary	Finnmedia

1 Finnmedia and Industrial Union have agreed on a new Collective agreement concerning direct mail delivery. The collective agreement enters into force on 1 November 2019. (Appendix 1)

2 The signatory associations have prepared a separate protocol on the scope of application of the collective agreement. (Appendix 2)

3 The associations have agreed on the following regarding wages during the agreement period of 1 November 2019–31 January 2022:

- Wages from 1 January 2020:
 - Employees with hourly pay: Minimum wages are EUR 7.27 per hour.
 - Employees with performance-based pay: The minimum amount of the first product's item-specific compensation, determined separately in each company, is raised by 1.9%.
- Wages from 31 January 2021: Minimum wages are EUR 7.30 per hour.
- Wages from 1 January 2022: Minimum wages are EUR 7.50 per hour.

With regard to the agreement period beginning after 31 January 2022, Finnmedia and Industrial union have agreed that the next agreement-based increase will take place at the earliest on 1 September 2022.

FINNMEDIA INDUSTRIAL UNION

Confirmed by
Heli Manninen, secretary

Protocol on the scope of application

FINNMEDIA – INDUSTRIAL UNION

NEGOTIATIONS ON THE COLLECTIVE AGREEMENT CONCERNING DIRECT MAIL DELIVERY

Date: 9 September 2019

Place: Eteläranta 10, Helsinki, Finland

Participants: Marko Rosqvist	Industrial Union
Martti Paavilainen	Industrial Union
Erkki Summanen	Keskisuomalainen Oyj
Mika Kauppinen	Suomen Suoramainonta Oy
Elina Nissi	Finnmedia
Heli Manninen, secretary	Finnmedia

1 The associations have agreed on the following regarding the scope of application of the collective agreement concerning direct mail delivery:

Section 1 Scope of application

This collective agreement shall apply to direct mail delivery personnel employed by members of Finnmedia and to their terms of employment. The collective agreement shall not apply to salaried employees.

The scope of application of the collective agreement covers all work related to direct mail delivery companies' business, including sorting and other duties materially associated with delivery.

2 The associations agree that the provision concerning the scope of application of this collective agreement is not intended to redraw the line between this collective agreement and the Collective agreement concerning delivery personnel.

3 The associations note that the scope of application of this collective agreement is the same as the scope of application of the collective agreement concerning separate delivery of unaddressed items that has been concluded between Suomen Mainosjakajien Etujärjestö ry and Suoramainonnan ja kaupunkilehtien erillisjakelun yhdistys ry.

FINNMEDIA INDUSTRIAL UNION

Confirmed by
Heli Manninen, secretary

1. Scope of application

This collective agreement shall apply to direct mail delivery personnel employed by members of Finnmedia and to their terms of employment. The collective agreement shall not apply to salaried employees.

The scope of application of the collective agreement covers all work related to direct mail delivery companies' business, including sorting and other duties materially associated with delivery.

2. Agreement validity

This agreement shall be in force for the period 1 November 2019 – 31 January 2022 and after that one year at a time unless the agreement is terminated in writing at the latest two months before its end.

3. Concluding and terminating an employment contract

An employment contract shall be made in writing.

The concluding of an employment contract, the content of the employment contract, fixed-term employment, the trial period and the termination of employment is determined pursuant to the Employment Contracts Act. The content of the Employment Contracts Act does not constitute part of the collective agreement.

4. Pay

4.1 Pay system

Pay shall be based on the pay system used in the company. The pay system may be based on item-specific compensation, time-based pay or a combination of both, among other options.

Delivery work consists of the sorting and delivery of items, related processing of items and the signing off of the delivery.

4.2 Minimum hourly wages

Starting from 1 January 2020, minimum wages for employees with hourly pay are EUR 7.27 per hour.

Starting from 1 January 2020, the minimum amount of the first product's item-specific compensation, determined separately in each company, is raised by 1.9%.

Starting from 31 January 2021, minimum wages are EUR 7.30 per hour.

Starting from 1 January 2022, minimum wages are EUR 7.50 per hour.

For employees whose employment has lasted three months or less, minimum wages are 90%.

The wages paid to a delivery employee for a work performance entity must, on average, meet the minimum hourly wages level according to the collective agreement.

4.3 Review procedure

The employer and the employee shall have the right to demand work measurement to verify the minimum hourly wages for a certain work performance entity at the maximum once a year. The new wages shall enter into force starting from the time the request is made. The associations recommend that the request be made in writing.

The average realisation of minimum hourly wages shall be reviewed by looking at the compensation paid for the 24 delivery rounds preceding the review date in relation to the total working hours for the work performance entity in question.

The primary review procedure is to review, on the basis of inspection and experience, the delivery employee's work performance entity and work phases by using existing information and by making inspection visits, if necessary. If the matter cannot be settled in this manner, it may be requested that the work performance entity is measured.

5. Payment of wages

Wages are paid once a month in arrears, at the latest on the 15th day of the following calendar month. If the payment day is a Saturday, Sunday or public holiday, wages are paid on the preceding day.

The wages paid at the end of employment are paid on the first normal wages payment day after the end of employment.

6. Some working hours provisions

The employer shall deliver materials to the employee's home address or another jointly agreed address so that delivery can be performed within the timeframe defined for delivery.

On the weekend, the primary delivery day is Saturday. With the employer's consent, the delivery employee may, at their own initiative and on a case-by-case basis, perform weekend delivery on Sunday; however, in this case, the same pay bases as for Saturday apply.

Extra delivery refers to an extra delivery day. A delivery employee may refuse extra deliveries.

If the normal delivery day is a midweek holiday and the delivery day is not rescheduled to the day preceding or following the normal delivery day, the normal delivery compensation raised by 100% is paid for the delivery in question. Rescheduling the delivery day requires that the products to be delivered are provided so that the delivery can be performed at the given time. Employees must be informed of any rescheduled delivery days at the latest two (2) weeks in advance.

7. Application of the Working Hours Act

Pursuant to section 2, subsection 1(4) of the Working Hours Act, the Working Hours Act does not apply to an employee whose working hours are not determined in advance, whose use of working hours is not monitored and who, as a result, can decide on their working hours independently. In addition, the work in question should be, due to special operational characteristics related to it, such that it is performed in conditions where it cannot be considered a duty of the employer to monitor the arrangement of the time spent on the work.

The parties note that the separate direct delivery of unaddressed items according to the collective agreement constitutes work described above and is not subject to the Working Hours Act. If working hours or the determination of pay is agreed in the employment contract in a manner that requires monitoring of working hours, the Working Hours Act shall apply.

8. Annual holiday provisions

An employee is paid a 9.0% holiday compensation or holiday pay or, if the employment has continued for at least one year at the end of the holiday credit year preceding the holiday period, the employee is paid 11.5% of the wages paid to them. Holiday compensation is calculated separately for each calendar month and is paid monthly in connection with the payment of wages, unless locally agreed otherwise. Holiday pay can also be paid in connection with the holiday.

An employee's entitlement to annual holiday is determined pursuant to the Annual Holidays Act. The Annual Holidays Act does not constitute part of the collective agreement.

9. Sick leave

An employee who is absent due to illness must personally inform their supervisor of the absence as soon as possible. If requested by the employer, the employee must provide a certificate on incapacity for work to verify the absence.

In other respects, the provisions of chapter 2, section 11 of the Employment Contracts Act shall apply.

10. Unpaid leave

As far as possible, the employer strives to grant employees unpaid leave for justified reasons. Such reasons may include, for instance, a trip, a camp school or an examination period at an educational institution. Unpaid leave must be agreed on with the employer at the latest two weeks in advance. The employee must always get the employer's written confirmation for the leave granted.

In addition, an employee is entitled to leave for participating in an educational institution's entrance examination, provided that they inform the employer at least two weeks in advance.

The employer is entitled to receive a written certificate on the grounds for the absence.

11. Safety and auxiliary equipment

The employer specifies the appropriate safety equipment to be used in delivery work, taking into account the provisions of the Occupational Safety and Health Act.

The employer shall provide employees with auxiliary equipment to facilitate delivery work, if necessary. The employer specifies the appropriate auxiliary equipment to be used in the delivery area.

12. Negotiating procedure at the workplace

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

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

If the associations cannot settle the dispute concerning the interpretation of the collective agreement, the matter may be submitted to the Labour Court for settlement.

13. Local bargaining

Local bargaining on matters separately mentioned in the collective agreement is possible according to the negotiating procedure in this agreement. In local bargaining negotiations, the negotiating parties in matters concerning one employee are the employee and the employer and, in matters concerning the entire company, the negotiating parties are the shop steward and the employer.

Local agreements shall be made in writing.

The agreement can be made for a fixed or indefinite period. An agreement made for an indefinite period may be terminated with three months' notice, unless the notice period has been agreed otherwise.

An agreement between the shop steward and the employer is binding on the employer and all employees represented by the shop steward. A company-specific local agreement, as defined in the collective agreement, constitutes part of the collective agreement and will be applied even after the validity of the collective agreement.

14. Freedom of association

Employers and employees have the right to freely decide on joining professional associations.

15. Shop stewards

The employees of the company who are members of Industrial Union elect from among their number, for two years at a time, a shop steward and a deputy shop steward who acts as a substitute for the shop steward. The employer shall be notified in writing when the deputy shop steward acts as a substitute for the shop steward.

The shop steward represents employees, as referred to in the collective agreement, in negotiations with the employer on matters related to the application of the collective agreement or labour legislation and generally in matters related to employment relationships, supervises

the adherence to this agreement where employees are concerned and leads company-specific negotiations, as referred to in the collective agreement system, on behalf of employees.

The position of shop steward is determined pursuant to the Employment Contracts Act. A separate compensation, EUR 50 per month, is paid to the shop steward.

16. Collection of trade union membership fees

The employer deducts from each payment of wages the employee's membership fee for the trade union that has signed this collective agreement if the employee has given the employer an authorisation to do this. The deducted membership fees are paid to the bank account indicated by the trade union immediately, but no later than on the wages payment day. The membership fee is deductible from any wages subject to withholding tax. The trade union shall provide employers with a member-specific membership fee collection and clearance instructions.

At the end of the calendar year or the employment, the employer gives the employee a certificate of the deducted membership fees.

17. Industrial peace

Industrial peace and the obligation to supervise it is determined pursuant to the Collective Agreements Act.

