# COMMUNICATIONS AND LOGISTICS SECTOR

## **COLLECTIVE LABOUR AGREEMENT**

## 1 NOVEMBER 2016 - 31 OCTOBER 2017

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## **COLLECTIVE LABOUR AGREEMENT**

## I SCOPE OF APPLICATION

## 1 § Scope of application of the agreement

- 1. This collective labour agreement is applied to those blue-collar and office workers employed in the messaging and logistics sector by member companies of the Service Sector Employers PALTA, who work in duties referred to in the Salary Appendices of this collective labour agreement:
  - Salary Appendix N (customer site work)
  - Salary Appendix C (office employee duties)
  - Salary Appendix Y (corporate sales)
  - Salary Appendix D (newspaper distribution)
  - Salary Appendix P (messaging and transport work)
  - Salary Appendix M (warehouse work)
- 2. In this collective labour agreement, 'employee', below, shall include both of the above-mentioned types of worker unless otherwise specified.

## II THE EMPLOYMENT RELATIONSHIP

## 2 § Work supervision

- 1. The employer has the right to supervise and distribute work and to hire and discharge employees.
- 2. The employees are obliged to perform work parallel to their primary work tasks upon becoming temporarily unable to perform the latter work or should a temporary need for this arise.

## 3 § Employment contract Employment contract and hiring into employment relationship

#### The employment contract

- 1. The employment contractEmployment contract must be made in writing before the beginning of the employment relationship.
- 2. The employment contract is set to be valid until further notice or for a specific period of time. Fixed-term employment contracts must indicate the duration of the term and the grounds for it.
- 3. The employment contract may stipulate for new employees a Trial period trial period of no more than four months from the beginning of employment, according to the Employment Contracts Act, Chapter 1, section 4. In agreement on the trial period, the working time shall include work as a seasonal employee as referred to in section 25, subsection 17 of the collective labour agreement within a calendar year.
- 4. The employment contract contains provisions for the employee's main task and workplace (including the town or similar in which the work is to be performed), as well as the terms of work and salary applied to the employment relationship. The employment

contract for a part-time employee specifies a certain number of hours (x hours) as the work hours of an employee in a shift list of no more than four calendar weeks such that it is as close to the actual number of working hours as possible. The specification of the work area may be locally agreed upon more broadly than set forth above, in conformance with section 47 of the collective labour agreement. Should the work area to be agreed upon cover the area of operation of more than one shop steward, the contracting party shall be the chief shop steward.

- 5. In newspaper distribution work it is agreed that an employee's workplace is equivalent to his/her round and its parts if the employee regularly works in this area during his/her regular working hoursRegular working hours. The employment contract for a part-time employee in newspaper distribution work specifies at least a certain number of working hours during a period of two weeks or during the duration of the employment contract Employment contract when less than two weeks.
- 6. No such form may be used for an employment contract as would effect a contract between independent entrepreneurs when the document is, in reality, an employment contract.
- 7. The employer will give information to the shop steward on all new employment contracts. The shop steward must be told the employee's name, work unit, and working hours as well as the duration and grounds if the work is under a fixed-term contract Employment contract.

## Fixed-term employment contracts

- 8. An employment contract is valid until further notice unless it has been set for a fixed term for a justifiable reason. Contracts drawn up for a fixed term by the employer without just cause as well as the use of consecutive fixed-term contracts without justifiable reason must be considered to effect a relationship that is in force until further notice. If the work of an employee hired as a temporary substitute becomes substitution of a permanent nature, the employment contract shall be changed to one that is valid until further notice.
- 9. If several consecutive fixed-term employment contracts have been made between the employer and employee either uninterrupted or with only minor interruptions, the employment shall be deemed continuous in the determination of employment relationship benefits.
- 10. With reference to Chapter 2, section 2 of the Employment Contracts Act, an employee who has been in a fixed-term employment relationship may not be discriminated against in the filling of the position that said employee last held.

#### The employer's obligation to offer work to part-time employees

11. If an employer needs more employees for tasks suitable for its part-time employees, the employer shall offer this work to the part-time employees. The employer must communicate upcoming open positions publicly within the company or according to the procedure adopted in the workplace, in such a way that employees in the employer's service have the opportunity to seek these positions.

## Remote work

12. Remote work shall be agreed upon with the employee in writing. In conclusion of an agreement on remote work, the appropriate provisions of the framework agreement applicable to remote work and the central trade organisations' agreement addressing its implementation must be taken into account.

## 4 § Layoffs and termination of employment relationship

1. An employer may not terminate an employee's employment contract for reasons attributable to the employee without proper and grave reason owing to the employee or his or her person as set forth in Chapter 7, sections 1 and 2 of the Employment Contracts Act.

#### **Term of notice**

2. When terminating an employment agreement, the employer shall adhere to a term of notice, which is as follows:

When employment has continued without interruption for	The term of notice is
at most a year	14 days
more than a year but less than 4 years	1 month
more than 4 but less than 8 years	2 months
more than 8 but less than 12 years	4 months
more than 12 years	6 months

3. When terminating an employment contract, the employee shall adhere to a term of notice, which is as follows:

When employment has continuity without interruption for	red The term of notice is
at most 5 years	14 days
more than 5 years	1 month

#### Communication of the termination of employment relationship

4. The termination of an employment relationship is communicated to the employee in accordance with the Employment Contracts Act and also in advance to the shop steward. The cancellation of an employment relationship is communicated to the shop steward as soon as possible.

#### Lavoffs

5. In the event of the layoff of an employee, a term of notice of at least one month shall apply if the employee's employment relationship with the company has continued for at least five years without interruption; a term of notice of at least two months shall apply if the employment relationship has continued without interruption for more than five years. The layoff may be for a fixed term or until further notice.

## **Priorities in staffing reductions**

6. In connection with termination or layoffs not owing to the employee, the rule must be adhered to, if possible, that the last employees to be discharged or laid off shall be those important to the company's business or needed in special tasks, employees who are difficult to employ, and employees who have lost some of their work ability during work for the employer in question. Secondarily, also the duration of the employment relationship and the amount of the employee's responsibility for supporting others are taken into account.

#### III WORKING HOURS AND THE ASSOCIATED REIMBURSEMENT

#### **REGULAR WORKING HOURS**

## 5 § Length of the regular working hours

- 1. Otherwise, the regular working hours of a full-time office employee shall be seven hours and 39 minutes per day and 38 hours and 15 minutes per week. According to section 47 of the collective labour agreement, it may be agreed locally within each company that the working hours are seven hours and 30 minutes per day and 37 hours and 30 minutes per week depending on the duties.if you are a
- 2. **In newspaper distribution work**, the regular working hours of a full-time employee shall be 38 hours and 15 minutes per week.
- 3. Working hours are affected by working hours' lengthening according to the competitiveness pact of 2016 provided in the collective labor agreement sect 47 a.

## 6 § Averaging of hours worked

## Average working hours

1. Regular working hours can be arranged such that the weekly working hours of a full-time employee average out to weekly working hours conformant to section 5 of the collective labour agreement during the period for averaging of working hours.

#### Length of the averaging period and the relevant working hours

- 2. The length of the period for averaging working hours is, at most, 13 calendar weeks.
- 3. **In warehouse work**, the length of the period for averaging working hours is, at most, 26 calendar weeks.
- 4. Entire days off can be used for levelling out the working hours.
- 5. The maximum number of working hours per week may be 48 hours. The length of a shift shall be at least five hours and no more than nine hours.
- 6. The lower limit of five hours that applies to shift length as referred to above, in subsection 5, shall not be applied for a part-time employee. Shifts of less than four hours must not be used unless the employee's requirements or another justified reason requires this. The employer and a part-time employee may agree on a shift longer than nine hours, to be arranged in such a way that the number of hours worked weekly does not exceed 48.
- 7. According to section 47 of the collective labour agreement, it may be agreed locally between the employer and the head shop steward that the averaging period for working hours shall be no more than 52 calendar weeks and that the number of weekly working hours and the length of shifts may deviate from those specified above. The maximum shift length may, however, be no more than 12 hours. The maximum shift length in transport work may, however, be no more than 13 hours.

#### Termination of employment during an averaging period

8. If the employment relationship of an employee who is paid monthly is terminated partway through a period for averaging of work hours and the number of working hours has not yet been levelled out to the figure for average regular weekly working hours, the employer shall calculate how many hours per week, on average, have been worked more or less than the number of regular weekly working hours specified in the

employment contract. For hours exceeding the latter regular number of weekly working hours, reimbursement conformant to the salary for the regular working hours shall be paid. For hours falling short of the figure for weekly working hours, the employee's salary shall be reduced.

## 7 § The system for averaging of working hours

1. If regular working hours are arranged with averaging in force, the employer must prepare a week-level plan, as referred to in section 34 of the Working Hours Act, in advance and have a system specified for how the number of weekly working hours in an averaging period shall be levelled to the average number of hours set forth in section 5 of the collective labour agreement.

## Preparation and amendment of the averaging system

- 2. When the employer prepares or intends to change the system for averaging of working hours, the shop steward must be allowed to acquaint him- or herself with the system's draft specifications and present his or her opinion at least one week before the planned entry into force of the system.
- 3. Changes to the work hours averaging system must be communicated to the employees well in advance.

## Impact of absence on average working hours

- 4. If an employee has been absent from work because of illness; maternity, paternity, or parental leave; or flexible time off, or for another reason acceptable in this connection, the time of absence shall be deemed equivalent to presence at work when the regular working hours for the averaging period are being calculated. The total time equated to presence at work is the number of working hours according to the approved shift list. If there is no shift list, a full-time employee's time equated to being present at work shall be the daily working hours conformant to section 5 of the collective labour agreement; for part-time employees, it shall consist of the working hours conformant to the employment contractEmployment contract.
- 5. In **newspaper distribution work**, a part-time employee's time equated to being present at work as referred to in subsection 4 shall constitute primarily the time corresponding to the work entity scheduled for said employee and secondarily, if there is no scheduled work entity, the time agreed to in the employment contract.

## 8 § Bank holidays

- 1. Bank holidays are
- Good Friday,
- Easter Monday,
- Ascension Day, and
- Midsummer's Eve,

as are the following, when not on a Saturday or Sunday:

- New Year's Day
- Epiphany
- May Day
- Independence Day
- Christmas Eve
- Christmas Day
- Boxing Day

## Shortened working hours because of a bank holiday for employees on monthly pay

- 2. Bank holidays reduce the number of regular working hours for the averaging period for an employee who is paid on a monthly basis.
- 3. The work hours of a full-time employee on monthly pay are reduced by the number of regular daily working hours that would have applied if the holiday(s) was/were work days under section 5 of the collective labour agreement.
- 4. Reduction in working hours that results from a bank holiday is done by giving the employee the bank holiday as a day off or giving a full day off during the shift-list period or two preceding or subsequent shift-list periods or during the working hours averaging period or, with the employee's consent, at another time.

## Bank holiday compensation for employees on hourly pay

5. Hourly paid part-time employees are compensated for shortening of working hours via payment of the average daily salary conformant to section 26 of the collective labour agreement as bank holiday compensation. For Independence Day, the statutory salary for a day of absence is paid if, in line with the established shift list, it would have been a work day for the employee. Bank holiday compensation is paid also for weekday public holidays coinciding with the employee's annual holiday.

## **Application in newspaper distribution work**

6. This section does not apply to **newspaper distribution work**.

## 9 § Breakdown of regular working hours

- 1. The working week is, at most, five days on average. For those regularly working no more than three hours per day, the working week may have seven days.
- 2. In **newspaper distribution work**, the working week may have six days.

## Night work

- 3. Work conformant to this collective labour agreement may, when necessary, be arranged as night work.
- 4. In warehouse work, night work is allowed in compliance with section 26 of the Working Hours Act. In addition to this, with the employee's consent, work that is necessary for rapid forwarding of goods arriving at the warehouse may be carried out between 11pm and 6am.

#### Flexible working hours

- 5. A local agreement in accordance with section 47 of the collective labour agreement may be made as to the grounds in adherence with which the employer and the employee may deviate from the terms of the collective labour agreement with respect to the length and apportioning of regular working hours and on flexible working hours such that the employee may, within the agreed-upon limits, set the daily start and end time of his or her work.
- 6. The number of working hours on any given day as agreed upon in section 5 of the collective labour agreement is increased or decreased by the floating time, which may be a maximum of three hours unless otherwise agreed locally. The maximum excess of regular working hours accumulated may be 20 hours, while the maximum accrued

shortfall from the number of regular working hours set may be 10 hours.

- 7. In cases of local agreement on terms for flexible working hours, the fixed ('core') working hours, the daily floating limit for working hours, and the placement of rest periods must be agreed upon.
- 8. The employer and employee may agree that the accrued excess in working hours shall be eliminated by time off being given to the employee.

#### TIME DEEMED TO BE WORKING HOURS

## 10 § Time deemed to be working hours

- 1. Working hours shall include the time spent working and the time during which the employee has been obliged to be at the employer's disposal in the workplace.
- 2. Should the employee work at several workplaces during his or her shift, the time required for immediate transit from one work site to another shall be deemed working hours. If, however, the shift has been split in line with the terms of section 11, subsection 1 of the collective labour agreement, this time shall not be included in the working hours.
- 3. Working hours shall also be deemed to include the time used for retrieving tools from the location specified by the employer or taking them back to that place, along with being transported or otherwise moving from a point of origin specified by the employer to the actual site of work performance and returning therefrom.

#### **SHIFTS**

## 11 § Shifts and work commitment pay

1. An attempt is made to arrange each shift as one contiguous period. With good reason, a shift may be divided into, at most, two parts with free time of more than one hour between the parts of the shift. Unnecessary work commitment must be avoided.

#### Work commitment pay

2. The employee is paid work commitment pay for each split shift, in line with the work shift list, when the time between the parts is more than an hour. Work commitment pay for maximum time between two hours is 7,03 euros and for over two hours' time 13,05 euros.

## Allowances in transport work

3. In **transport work**, when the employee is in a locality other than his or her own, he or she shall receive waiting-time compensation for time between the parts of a split shift, along with any other breaks, corresponding to the simple hourly salary without any other additional bonus linked to the work conditions, for a maximum of two hours. The compensation is not included in the calculation of annual-holiday pay, salary during sick leave, or similar benefits. If the employee receives waiting-time compensation in transport work, he or she shall also receive work commitment pay if the time between the parts of a split shift is more than two hours.

#### Shiftsin mail distribution work

4. In **mail distribution work** carried out without a car, shifts must be planned such that a scheduled shift also includes work other than that performed on the distribution route.

## 12 § Shift lists

#### **Creation of shift lists**

- 1. The employer must prepare a shift list for a working period of four calendar weeks. The shift list must indicate the start and end of the daily regular working hours and the daily rest periods that affect working hours. The shift list must be visible to the employee at least one week before the start of the work period.
- 2. In **newspaper distribution work**, the shift list shall be prepared for a work period of two calendar weeks.
- 3. In **warehouse work**, the shift list are used, for four calendar weeks or a shorter work period of at least one week.
- 4. In **transport work**, the shift list must indicate the daily rest period referred to in section 13, subsection 1, as well as the breaks prescribed in the government decree on driving and rest times.
- 5. If annual leave or part thereof is known about when the shift list is created, the standard number of working hours calculated for that employee shall be marked in the shift list, in view of regular daily working hours in conformance with section 5 of the collective labour agreement for full-time employees and according to the employment contract for part-time employees. The working hours indicated on the shift list are not changed because of the annual holidayAnnual holiday agreed on after the approval of the shift list.
- 6. In **newspaper distribution work**, a part-time employee's working hours during absence shall be calculated primarily in accordance with the work entity scheduled for said employee; only secondarily, if there is no scheduled work entity, shall the hours be calculated in accordance with the employment contract.
- 7. The shop steward shall have true opportunity to become acquainted with the proposed shift list and to give a statement regarding it at least one week before the planned entry into effect of the shift list. The shop steward may, on a case-by-case basis, give his or her consent for a shorter familiarisation and statement period.

## Changes to the shift list

8. A shift list placed on display may be changed only for a serious reason conformant to section 35, subsection 2 of the Working Hours Act or with the consent of the employee involved. The grounds for changing a shift list can also be agreed upon locally in accordance with section 47 of the collective labour agreement. If the change results from the above-mentioned serious reason, an attempt must be made to notify the employee involved on the day preceding the shift. For notice not given until arrival at the workplace, employees must receive reasonable reimbursement of at least one hour in view of these working hours; the extent of this reimbursement must take into account the level of inconvenience caused to the employee.

#### **REST PERIODS**

## 13 § Daily rest periods

#### Meal breaks

1. If the working hours total six hours or more, the employees must be allowed to eat during work or have a rest period of at least half an hour. This break period shall not be

included in the working hours if the employee has the right, and actual opportunity, to leave the workplace unhindered.

- 2. If the working hours **in transport work** total six hours or more, the employees must be allowed a rest period of at least half an hour referred to in Subsection 1. This break period shall not be included in the working hours if the employee has the right, and actual opportunity, to leave the workplace unhindered. The employee has the right to leave the workplace if it is possible to lock the vehicle and leave it in an appropriate place for vehicle storage even though the vehicle is not under the employee's continuous supervision.
- 3. In **transport work**, the driver must postpone the start of the daily rest period indicated in the shift list and move the vehicle to an appropriate stopping place to the extent that this is required for ensuring the safety of people, the vehicle, or its load, if this does not cause a danger to road safety. This work shall be compensated as additional work or overtime in accordance with the collective labour agreement. Overtime

#### Coffee break

- 4. An employee may enjoy coffee or other beverages in the workplace at the time most suitable in view of the work.
- 5. **In transport work**, a true possibility for an employee to enjoy coffee or other beverages in the workplace at the time most suitable in view of the work regardless of the working hours shall be allocated for the employee when scheduling work shifts.
- 6. In warehouse work, the employee is entitled to one coffee break if the work day is less than six hours and two coffee breaks if the work day is more than six hours. If the granting of two coffee breaks would hinder the arrangement of work, one longer coffee break shall be granted.

## 14 § The daily rest period

- 1. In contrast to section 29, subsection 1 of the Working Hours Act (concerning daily rest), the length of the daily rest for all work conformant to the collective labour agreement shall be at least nine hours.
- 2. Deviation from this nine-hour rest period is allowed
  - a. in cases of a shift list drawn up in advance with the consent of the shop steward representing the employees;
  - b. when, for an unforeseen reason, the work must be continued past the shift indicated in the shift list; or
  - c. with the employee's consent when this deviation is temporarily necessary.

#### 15 § Weekly rest and days off

- 1. Working hours are arranged primarily such that an employee whose regular working hours total more than three hours per day will receive uninterrupted time off for two full calendar days once a week if possible, one of these coinciding with a Sunday. If possible, the other day off shall be Saturday.
- 2. If it is not possible to give the time off in accordance with Subsection 1, the weekly time off may be arranged for an average of 54 hours over a period of nine weeks, in which case the time off shall still be at least 24 hours a week.

- 3. Departure from the 24-hour weekly time off is permissible for the following reasons:
  - a. The regular working hours come to no more than three hours
  - b. Cases of emergency work
  - c. The technical nature of the work does not allow for full release from work
  - d. The employee is temporarily needed for work during his or her weekly time off in order to maintain regular work flow
- 4. However, in the cases referred to in items c and d above, the employee's regular working hours shall be reduced for the hours of shortfall from weekly time off no later than within three shift-list periods after the missed weekly time off, or after a period agreed upon with the employee. With the employee's consent, instead of reduction in working hours, the missed time off may be compensated for with a separate payment on top of the salary, amounting to simple hourly salary for the time spent on temporary work.
- 5. In **newspaper distribution work** carried out six days a week, in deviation from the terms of subsections 1 and 2, the weekly time off may be, at minimum, 24 hours a week. However, an employee in 7+1 shift rotation may have seven working days in every seventh week.

#### **EXCEEDING REGULAR WORKING HOURS**

## 16 § Additional work and overtimeOvertime

#### Additional work

1. 'Additional work' refers to work by part-time employees in excess of the working hours marked in a shift list or, in the absence of that, in excess of the contractual working hours that still does not exceed the figures for daily or weekly regular working hours set forth in subsection 5 of the collective labour agreement. The concept of additional work does not apply for full-time employees.

## **Compensation for additional work**

- 2. The simple hourly salary increased by 20% is paid as compensation for additional work.
- 3. In **newspaper distribution work**, the compensation for additional work is determined as agreed in Salary Appendix D, pertaining to newspaper distribution.

## Overtime work

- 4. For a full-time employee, overtime refers to work exceeding the working hours confirmed as regular working hours in the shift listShift list.
- 5. For a part-time employee, 'overtime' refers to work that exceeds both the working hours confirmed in the shift list and the daily or weekly regular working hours conformant to section 5 of the collective labour agreement.
- 6. For a part-time employee **in newspaper distribution work** and other duties in which a portion of the salary is earned on the basis of Salary Appendix D, on newspaper distribution work, 'overtime' refers to work that exceeds both the working hours confirmed in the shift list and the weekly regular working hours conformant to section 5 of the collective labour agreement. In addition to the overtime work described above, overtime shall include other work performed during the period for averaging of working hours in excess of the total number of regular working hours for the averaging period determined in accordance with section 5 of the collective labour agreement.

## **Compensation for overtime**

- 7. The compensation for overtime work is the simple hourly salary increased by 50% for the first two working hours in excess of the working hours set in the shift list and by 100% for subsequent hours.
- 8. Overtime is not compensated for as set forth in Subsection 7, above, if it is compensated for with day-off overtime compensation as specified in subsections 9 and 10.

## Day-off overtime compensation

- 9. For work performed on a day that is marked in the shift list as a day off for a full-time employee, the simple hourly salary increased by 50% is paid for the first eight hours, with the increase being 100% for subsequent hours.
- 10. For work performed on a day marked as a day off on the shift list for a part-time employee, the simple hourly salary increased by 50% is paid for the first eight hours and increased by 100% for subsequent hours, if the full-time weekly regular working hours conformant to section 5 of the collective labour agreement are exceeded. For weeks that include a bank holiday, the bank holiday shall decrease the weekly overtime threshold in accordance with the daily working hours conformant to section 5 of the collective labour agreement.

## **Compensation for overtime**

11. In **newspaper distribution work**, an employee referred to in subsection 6, above, shall receive overtime compensation for working hours exceeding the weekly working hours confirmed in the shift list as well as for working hours exceeding the regular weekly working hours in accordance with section 5 of the collective labour agreement, amounting to the salary increased by 50% for the first four overtime hours and 100% for the rest of the overtime hours. Overtime compensation shall also be paid for work exceeding the total number of regular working hours for the averaging period determined in accordance with section 5 of the collective labour agreement if such work has not been compensated for previously as overtime. The basis for overtime compensation and the amount of compensation are determined in more detail as agreed in Salary Appendix D, pertaining to newspaper distribution.

#### Overtime compensation in warehouse work

12. **In warehouse work**, the compensation for daily overtime is the simple hourly salary increased by 50% for the first two working hours in excess of the working hours set in the shift list and by 100% for subsequent hours. The compensation for weekly overtime shall consist of the simple hourly salary increased by 50% for the first eight hours of overtime and by 100% for the rest of the overtime hours exceeding the regular full-time weekly working hours for the week in question. In the calculation of weekly overtime compensation, paid absence for an acceptable reason shall be equated to regular weekly working hours.

## Conversion of additional- and overtime-work compensation to flexible time off

13. The employer and employee may agree on changing the compensation for additional and overtime work to corresponding flexible time off.

#### The maximum amount of overtime

14. According to section 47 of the collective labour agreement, it may be agreed locallyLocal agreement that the review period for the maximum amount of overtime conformant with section 19 of the Working Hours Act is exclusively the calendar year.

#### WORKING HOUR COMPENSATION

## 17 § Evening- and night-work bonuses

#### **Evening work bonus**

1. Work performed between 6pm and 9pm is compensated for with an evening work bonus in the amount of the simple hourly salary increased by 20%.

## The night-work bonus

2. Work performed between 9pm and 6am is compensated for with a night work bonus in the amount of the simple hourly salary increased by 30%. In newspaper distribution work, a night-work bonus shall be paid only for work subject to compensation at the hourly salary.

## **Extended night-work hours**

- 3. If work commenced by 4am continues beyond 6am, a night work bonus is paid for the work performed after 6am, from then to the next rest period of at least two continuous hours, but not past 12pm. In newspaper distribution work, extended night-work hours shall be subject to compensation with a night-work bonus only for work compensated for with hourly salary.
- 4. Notwithstanding subsection 3, above, the employer and head shop steward may locally agree, in conformance with section 47 of the collective labour agreement, on termination of the night-work bonus at 6am in the following cases:
  - a. The termination of night work at 6am allows the transfer of that work to be performed as the company's own work conformant to this collective labour agreement
  - b. Termination of the night work at 6am allows for having the work done by a full-time employee instead of a part-time employee

The local agreement shall be submitted for the review of the parties to the collective labour agreement.

5. An employee transferred from **newspaper distribution work** to other tasks governed by the collective labour agreement shall not be paid a night-work bonus in accordance with subsection 3 for this other work.

## Exchanging the evening and night-work bonus for flexible time off

6. An employee is entitled by request to change evening and night work bonuses and the night increase according to the appendix D sect 3 paragraph 3 for newspaper early delivery to flex holiday.

#### 18 § Saturday work bonus

#### Saturday work bonus

- 1. Work performed on a normal Saturday between 6am and 6pm is compensated for with a Saturday work bonus in the amount of the simple hourly salary increased by 25%.
- 2. The Saturday work bonus is not paid for Holy Saturday (the Saturday before Easter) or for the time for which a Sunday work bonus is paid.
- 3. **For Warehouse work** on normal Saturday between 13.00 24.00 is paid Saturday work bonus in the metropolitan area 5,59 euros per hour and elsewhere 5,40 euros per hour.

4. No Saturday work bonus is paid in **newspaper distribution work**.

## 5. Replacing the Saturday work bonus with flexible time off

An employee is entitled by request to change Saturday work bonus to flex holiday accordingly.

## 19 § The Sunday-work bonus and bonus for working on the day before a holiday

#### Sunday work bonus

- 1. For work performed on a Sunday or a Church holiday, or on Independence Day or May Day, a Sunday work bonus is paid in the additional amount of the simple, base salary in effect in the relevant year.
- 2. In **newspaper distribution work**, the compensation for distribution work subject to performance pay carried out on days referred to in subsection 1, above, shall be determined in the manner agreed upon in Salary Appendix D, pertaining to newspaper distribution. In work subject to hourly salary, in deviation from subsection 1, working hours on May Day and Independence Day shall be compensated for with doubled hourly salary. The bonus includes a possible Sunday work bonus. The employer and employee may agree on replacing the Independence Day or May Day work bonus with corresponding flexible time off.
- 3. Sunday work bonus is also paid for work performed between 6pm and 12am on the day before a day entitling the worker to a Sunday work bonus.
- 4. For **warehouse work** Sunday work bonus is not paid for the time mentioned in paragraph 3.

## The bonus for work performed on the day before a holiday

- 5. For work performed on Holy Saturday, Midsummer's Eve, or Christmas Eve between 12am and 6pm, a bonus is paid in the additional amount of the simple hourly salary.
- 6. In **newspaper distribution work**, the compensation for distribution work subject to performance pay carried out on days referred to above shall be determined as agreed in Salary Appendix D, pertaining to newspaper distribution.
- 7. No bonus for working on the day before a holiday shall be paid in warehouse work.

## Exchanging the Sunday work bonus and holiday-eve bonus for flexible time off

8. An employee is entitled by request to change Sunday work bonus and evening work bonus to flex holiday accordingly.

## 20 § Alarm compensation

- 1. 'Alarm work' refers to work to which the employee is called unexpectedly and for an unforeseeable reason after having left the workplace.
- 2. The following work is not alarm work:
  - a. Standby work
  - b. On-call duty
  - c. Work communicated to the employee in advance
  - d. Emergency work referred to in section 21 of the Working Hours Act
- 3. The compensation for arriving to perform alarm work is an alarm bonus in the amount of the base salary for one hour's work.

4. **In warehouse work** alarm work shall be compensated according to Salary Appendix M on warehouse work.

#### 21 § Calculation and payment of working-hours compensation

## Calculation of working hours compensation

1. Compensation for working hours shall be calculated with one minute's precision.

## Calculation of simple hourly salary

2. Pay for one's hours of work is calculated according to the simple hourly salary. This simple hourly salary is calculated by division of the monthly salary by 163 for tasks for which the regular working hours are 38 hours and 15 minutes per week and by 160 for other tasks.

## Calculation period for working hours compensation

3. Compensation for working hours and corresponding compensation are calculated for a period starting on the 12th day of the calendar month and ending on the 11th day of the following calendar month.

## Payment of working hours compensation

4. For employees paid by the month, working hours compensation is paid on the next regular day of salary payment following the period of calculation for the compensation. For employees paid by the hour, working-hours compensation is paid by salary payment period.

## ARRANGEMENT OF WORKING HOURS

## 22 § Flexible time off

- 1. Flexible time off is a procedure wherein the employer and the employee agree on the replacement of a benefit based on this collective labour agreement, or otherwise agreed upon, with paid flexible time off granted at a later time, or a procedure wherein replacement with flexible time off is based on a right granted to the employee in the collective labour agreement (or otherwise under a term of said agreement) to substitution for the flexible time off.
- 2. Unless agreement is made otherwise in this collective labour agreement, the provisions on deferred time off in section 27 of the Annual Holidays Act apply also to flexible time off.

## Exchanging a benefit for flexible time off

- 3. The employer and the employee may agree on substituting flexible time off for a monetary compensation provided in collective labour agreement sect 16 and sect 25 paragraph 23
  - b. the holiday bonus conformant to section 36 of the collective labour agreement and/or deferred time off conformant to the Annual Holidays Act; or
  - c. other time off. The agreement must be specify the items being changed to flexible time off and their amount.
- 4. At his or her request, the employee may exercise a right to convert
  - a. collective labour agreement section 17 subsections 1 and 2 evening and night work bonuses, section 18 Saturday work bonus, section 19 Sunday work bonus and the bonus for work performed on a day before a holiday and monetary compensation provided in salary appendix P section 2 paragraph 6 for temporary contracting of postal delivery, or

- b. the night increase referred to in section 3, subsection 3 of the Salary Appendix D into flexible time off. If flexible time off is desired, night increases for no less than one calendar week at a time must be transformed into flexible time off. The employee must report the intent to exchange the night-work bonus for time off at least two weeks before the end of the period for calculation of the working-hours compensation and must notify of the intent to exchange night increases for time off at least two weeks before the end of the salary payment period.
- 5. The shortening of annual working hours is transferred to flexible time off in accordance with section 23, subsections 1 and 2 of the collective labour agreement.
- 6. The accumulation of flexible time off has an hourly basis. Monetary payments to be replaced are converted to accumulation of flexible time off in line with the corresponding number of hours. Items converted to flexible time off are added to the flexible time off without rounding.

Monetary compensation is converted to flexible time off as follows:

- One additional work hour = 1 hour and 12 minutes of paid time off
- One 50% overtime hour = 1 hour and 30 minutes of paid time off
- One 100% overtime hour = 2 hours of paid time off
- One-hour evening work bonus = 12 minutes of paid time off
- One-hour night-work bonus = 18 minutes of paid time off
- One-hour Saturday work bonus = 15 minutes of paid time off, and
- One-hour Sunday or holiday-eve work bonus = 1 hour of paid time off

Monetary compensation for work on the basis of performance in newspaper distribution work, as set forth in Salary Appendix D, is converted to flexible time off thus:

- One hour marked in the shift list in a shift Shiftentitling the worker to night increase by a factor of 1.3 = 18 minutes of paid time off
- One hour marked in the shift list in a shift entitling the worker to night increase by a factor of 1.15 = 9 minutes of paid time off
- One hour marked in the shift list in a shift entitling the worker to Sunday increase = one hour of paid time off
- One hour marked in the shift list in a shift entitling the worker to bonus for working on the day before a holiday = one hour of paid time off
- One hour marked in the shift list in a shift entitling the worker to a May Day or Independence Day increase = two hours of paid time off
- 7. An employee may have accumulated flexible time off on the basis of the monetary compensation set forth in Subsection 3's item a and Subsection 4 totalling, at maximum, 38 hours and 15 minutes. The accumulation may be increased to total 153 hours if a detailed programme on the time of utilising the flexible time off is agreed upon in writing for each period of 38 hours and 15 minutes. According to section 47 of the collective labour agreement, it may be agreed locally that the maximum accumulated flexible time off shall be greater than that stated above. Flexible time off may then be granted subject to the preparation of the above-mentioned programme.
- 8. An employee may have accrued no more than 40 hours of flexible time off on the basis of the shortening of annual working hours under subsection 5. According to section 47 of the collective labour agreement, it may be agreed locally that the maximum accrued flexible time off shall be greater than the above. In such a case, flexible time off may be granted subject to a detailed written programme agreed upon with the employee.

#### Granting of flexible time off

9. The times when the flexible time off shall be utilised and any changing of those times

must be agreed upon, unless otherwise stipulated below. The agreement must be made in writing. A separate agreement is not needed insofar as a detailed written programme has been agreed upon for the employee as referred to subsections 7 and 8.

- 10. The flexible time off as referred to above in Subsection 5 on the basis of the shortening of annual working hours must be granted and taken as time off during the calendar year following the year of accrual. The time of taking the time off must be agreed upon by 30 March. In other cases, the employer will set the time of the time off. In such a case, the time off shall be allocated in connection with the employee's annual holiday, if this is possible. If a detailed programme is agreed upon for the time of utilising the time off, the time off may also be granted for a time other than the calendar year following the year of accrual.
- 11. For the number of hours transferred in consideration of the cases described in subsection 10, above, six hours at maximum may be used for activities sustaining and developing work ability during the calendar year following the accrual year. The employer must report the planned time and content of the activities to the head shop steward during the January following the end of the year of accrual of the annual working hours. If the employer does not do this, the provisions of subsection 10 shall apply to the use of the flexible time off.
- 12. If an employee is entitled to shortening of the annual working hours under the terms of section 23, subsections 1–2 of the collective labour agreement, the number of hours converted to flexible time off from evening, night, or overtime work shall be increased by 2.25% when the time off is granted.
- 13. During the employment relationship, the employee has the right to demand that flexible time off accrued on the basis of monetary compensation referred to in subsection 3, item a, along with other time off referred to in item c, and on the basis of the nightwork bonus and night-time increase referred to in subsection 4 or part of said flexible time off be compensated for by means of remuneration instead of time off. The employer has the right to pay for the accrued flexible time off or part thereof in the form of remuneration if the employee does not adhere to the written programme referred to in subsections 7 and 8 or to the written agreement referred to in Subsection 9. The employer and employee may, during the employment relationship, agree that the accrued flexible time off or part thereof accrued on the basis of the holiday bonus specified in subsection 3, item b or on the basis of the deferred time off shall be compensated for via monetary compensation.
- 14. If the employee wishes to change the agreed time of the flexible time off, the employee must make a proposal to the employer no later than one month before the beginning of the agreed-upon time off. Within two weeks of having received the employee's proposal, the employer must state whether the employer will accept the employee's proposal. If no agreement is made on the changing of the time, the time off is granted at the agreed-upon time.
- 15. The employer has the right to change the time of the flexible time off from that agreed upon, for a cogent reason. The time of the flexible time off entered in a shift list may be changed by the employer only upon the grounds agreed on in section 12, subsection 8 of the collective labour agreement.
- 16. If, given the employer's operations or the employee's tasks, flexible time off cannot be given to multiple employees who wish to take it simultaneously, time off shall primarily be granted to the employee in the longest employment relationship.
- 17. When an employee takes the time off, the accrued flexible time off is reduced by the number of working hours entered in the shift list for the day of flexible time off taken.

18. Deviations from subsections 7 and 8, the third sentence of subsection 9, and the second sentence of subsection 14 above, regulating the maximum amount of accrued flexible time off and the method of granting flexible time off, may be agreed upon locally at the company level in accordance with section 47 of the collective labour agreement. If not otherwise agreed, said provisions of the collective labour agreement shall apply.

#### Deferred time off

19. 'Deferred time off' refers to annual holiday saved in accordance with section 27 of the Annual Holidays Act. Deferred time off is used in the same way as annual holiday. All business days, including Saturdays, are included in the time off. An employee with the right to receive two or 2½ business days of annual holiday for each full holiday determination month may save, either fully or in part, the portion of the annual holiday exceeding 18 days. An employee with the right to three business days of holiday for each full holiday determination month may save the part exceeding 24 days – but not more than 12 days.

## **Holiday bonuses**

20. When a **holiday bonus** is converted to flexible time off, the number of hours of flexible time off is calculated by multiplication of the regular daily working hours by the number of holiday-bonus days. The result is rounded up, to the next half or whole number, and divided by 2. For part-time employees, the average daily working hours are used instead of the regular daily working hours. In newspaper distribution work, the average daily working hours shall be calculated in accordance with the working hours in the shift list; in the absence of a shift list, in accordance with the work entity scheduled for the employee; or, in the absence of a scheduled work entity, in accordance with the employment contract. A number of hours converted on the basis of the holiday bonus is entered for the accrual of flexible time off in the amount obtained after subtraction of 1/6 of the result of the above calculation. When one is taking flexible time off, Saturdays do not consume time off saved on the basis of the holiday bonus. The two sentences above shall not apply to newspaper distribution work carried out six days a week.

### Other provisions

- 22. Should incapacity commence during the flexible time off, the incapacity period is not counted as flexible time off if the employee so requests without undue delay. Upon the employer's request, the employee must present a reliable account of his or her incapacity to work.
- 23. The employer must keep a list of items to be converted to flexible time off and of their amounts, the time of conversion, the time and duration of the flexible time off granted, and the balance of the flexible time off at any time. The employee must have an opportunity to acquaint him- or herself with the list.
- 24. The salary for flexible time off is paid as average hourly earnings (AHE) to employees paid by the hour or on the basis of performance. For employees paid by the month, an hourly salary in the amount of 1/1955 of the additional salaries paid or falling due in accordance with section 34, subsection 2 (annual-holiday extra) shall be paid. Upon the end of the employment, flexible time off that has not been taken as time off is compensated for with the simple hourly salary.

## 23 § Shortening of working hours

1. The annual working hours of a full-time or part-time employee working within the scope of weekly working hours of 38 hours and 15 minutes and whose annual holiday is accrued otherwise than in line with section 37 of the collective labour agreement are shortened by transferring to the employee's balance of flexible time off for each calendar year 2.25% of the regular working hours; for part-time workers, the same applies for the

hours of additional work also. The accumulation of shortening will commence at the beginning of the month following the calendar month during which the employee's employment relationship with the employer has come to continue, in one or several periods, for at least two of the last three years. If, because of an agreement or other arrangement, the employee's annual holiday is longer than 36 days, the number of hours transferred to the balance of flexible time off is decreased by the number of hours by which the annual holiday exceeds 36 days.

- 2. An employee working mainly in newspaper early delivery in the scope of weekly working hours of 38 hours 15 minutes and whose accrual of annual holiday is determined otherwise than according to collective labor agreement section 37, will have shortening of annual working hours by transferring to the employee's flex holiday balance annually his/her realized regular working hours plus 0,85 per cent of a part-timer's additional working hours and 1,69 per cent of regular working hours of an employee at least 55 years and 2,13 per cent of one at least 60 years. Otherwise the practice is according to the paragraph 1.
- 3. If the employee's employment is terminated before the end of the calendar year entitling him or her to shortening of the annual working hours, the reduction in annual working hours is granted to the employee as time off instead of flexible time off during the employment, the time when the time off is taken is subject to agreement between the employer and employee. In other cases, the employer will set the time of the time off. If the shortening cannot be realised as time off, the employee will be compensated for it with the simple hourly salary as remuneration.

#### OTHER PROVISIONS REGARDING WORKING HOURS

## 24 § Adherence to the Working Hours Act

1. For matters on which this collective labour agreement is silent, the Working Hours Act shall apply.

#### IV SALARY

## 25 § Salaries and the grounds for them

1. The salaries and the grounds for them are determined according to the salary appendices to this collective labour agreement. Employees are paid a monthly salary, an hourly salary, performance pay, a personal salary component, a company-specific productivity salary component, or a combination of these, in the manner described in more detail below.

#### Monthly salary

- 2. If not otherwise stipulated in this collective labour agreement or not otherwise agreed on the basis thereof, the employee is paid a monthly salary.
- 3. Employees on part-time pension and with a part-time bonus who have been on monthly pay are paid a monthly salary.
- 4. If an employee on monthly pay has worked all working days of the calendar month at the beginning (or end) of the employment relationship, the full monthly salary is paid for that month regardless of the day on which the employment relationship commenced (or ended).

5. The daily salary of an employee on monthly pay is calculated by division of the fixed monthly salary by the number of calendar days in the month in question.

## **Hourly salary**

- 6. Part-time employees are paid an hourly salary.
- 7. If the month in which the employment of a fixed-term employee on monthly pay commenced and the immediately following termination month each include no more than 15 calendar days of work or if the employment in total lasts a maximum of 15 calendar days, the salary is paid for this time as hourly salary based on the hours of work performed.

#### Performance-based pay

8. In **newspaper distribution work**, employees shall receive performance pay as agreed in Salary Appendix D. In new companies entering the scope of application of the collective labour agreement, instead of performance pay, hourly salary in accordance with the corresponding appendix shall be paid if agreement on the basis of time value calculation for performance pay cannot be reached or if the employer so decides when commencing the relevant operations. In this case, the determination of bonuses and compensation paid on top of the hourly salary shall comply with the provisions concerning performance pay in the above-mentioned Salary Appendix document to the extent applicable.

### The company-specific productivity-based salary component

9. At the company level, a company-specific productivity-linked salary component substituting for or supplementing other salary specified in the collective labour agreement may be utilised. The grounds for utilisation of this salary component and its cost impact are to be agreed upon between the parties to the collective labour agreement. In this case, it may be agreed that the content of the salary component shall be set in more detail locally at the company level in conformance with section 47 of the collective labour agreement.

## Other salary provisions

## **Increases for experience**

10. In calculation of increases for experience conformant with the salary appendices, work in the service of the current employer, or duties at another company that correspond to the current duties are taken into account. Years of experience are accrued in terms of the months for which the employee earns or has earned annual holiday. The employee must provide evidence of work entitling him or her to increases for years of experience, in the form of a work certificate or another statement approved by the employer.

11. In **transport work**, experience gained in another company shall be honoured to only the extent constituting driver's work in commercial transportation.

#### Salary paid for parallel work

12. The employee's salary is not reduced for work parallel to the primary work performed by the employee in conformance with section 2, subsection 2 of the collective labour agreement while being temporarily unable to do his or her primary work or when temporary need is so stipulated, when the parallel work entails a lower salary than does the employee's primary work.

#### Substitution bonuses for performing supervisor's tasks

13. An employee assigned as a substitute for a supervisory task in Salary Appendix C for salary groups 001 to 005 is paid a substitution bonus for each working day, the amount

of which per month is the difference between the salary-table salary for that supervisory work and the substitute's own salary-table salary. If the compensation of an employee carrying out substitute's duties is determined in accordance with Salary Appendix N or P, the difference between the salary-table salaries shall be calculated in accordance with the substitute's salary-table salary reduced by eight per cent. Salary components based on special responsibility or expertise are not paid for the time of substitution. The substitution bonus for each work day is calculated by division of the difference between said salary-table salaries by 21.5.

14. An employee assigned as a substitute for a supervisory task in Salary Appendix C for salary groups 006 to 010 or Salary Appendix Y for salary group 003 is paid a substitution bonus for each working day, the amount of which per month is the difference between the salary-table salary for that supervisory work and the substitute's own salary-table salary and other salary specified in the collective labour agreement. If the compensation of an employee acting as a substitute is determined in accordance with Salary Appendix N or P, the monthly amount of the substitution bonus shall be the difference between the salary-table salary for the substitute work and the substitute's own salary-table salary reduced by eight per cent and by other salary specified in the collective labour agreement. The substitution bonus for each work day is calculated by division of the difference between these two salaries by 21.5.

## **Trial-period salary**

- 15. For the trial period, salary lower than the table-specified salary for the task may be paid, but always to at least 90% of the salary stated in the table.
- 16. In **newspaper distribution work**, an employee may be paid 90% of the salary otherwise indicated in Salary Appendix D during the trial period.

#### Salary of a seasonal employee

- 17. Through an employment contract, it may be agreed that a schoolchild or a student shall be hired for the period from 16 May to 31 August or for December as a seasonal employee. The salary of a seasonal employee may, during the first season, can be at least 90% of the table-specified salary of the lowest salary class for the duty in question. The basis for the salary of a seasonal employee where working hours are concerned is the actual work load for that period. A seasonal employee's salary may not be paid to a person who immediately prior to commencement of the employment relationship received daily unemployment benefit.
- 18. In **newspaper distribution work,** the salary of a seasonal employee referred to in Subsection 17 may, during the first season, be at least 90% of the salary otherwise indicated in Salary Appendix D. The provision concerning working hours as the basis for compensation shall not apply.

### **Induction bonus**

- 19. If, upon the order of the supervisors, an employee performs, in addition to his or her designated duties, the induction of a new or retrained employee, the employee performing this orientation work shall be paid an induction bonus in the amount of five per cent of the personal hourly salary.
- 20. In **newspaper distribution work**, an induction bonus shall be paid as agreed in Salary Appendix D.
- 21. No induction bonus is paid in **warehouse work**. Salary Appendix M, applying to warehouse work, includes provisions related to a trainer's salary.

## The reward for completing a further qualification in messaging and logistics services

22. Rewards for employees gaining a further qualification in messaging and logistics services shall be agreed upon locally in accordance with section 47 of the collective labour agreement. If no local agreement on rewards can be reached, an employee who has completed a qualification shall receive a further-qualification reward of 100 euros in connection with the next payment of holiday bonus. If agreed upon with the employee, one day of paid time off may be granted instead of the monetary reward. This bonus shall not be taken into account in the calculation of other benefits based on salary.

## Compensation for election officials

23. Employees who have been designated as election officials for advance voting in national and local elections, and other employees whose amount of work is affected by the elections, shall be paid a daily bonus for the election days. The compensation for election officials is 8.45 euros. It can be agreed that the compensation for election officials shall be changed into flexible time off such that one day of flexible time off is granted for each day of advance voting.

## 26 § Grounds for calculation of salary during the absence of employees paid by the hour or on the basis of performance

1. In the calculation of the salary and compensation of an employee paid by the hour or on the basis of performance in newspaper distribution work, the average daily earnings (ADE), average hourly earnings (AHE), or simple hourly salary is used as set forth in this section.

## Use of the average daily earnings and average hourly earnings

- 2. The average daily earnings are used for salary during sick leave, bank holiday compensation, compensation for paid temporary absence conformant to section 32 of the collective labour agreement, labour-union training, joint training, and loss of income caused by management of a shop steward's position.
- 3. The average hourly earnings are used as the basis for compensation for the salary for flexible time off, personnel training, and certain shop steward's remuneration.

## Calculation and payment of the average daily earnings and average hourly earnings

- 4. The average daily and average hourly earnings are calculated from the working hours in a calculation period of three calendar months.
- 5. Earnings refer to the earnings accrued by the employee during the calculation period of three months in accordance with the various salary calculation methods. Earnings include
  - a. personal salary;
  - b. the evening-, night-, and shift-work bonus; holiday-eve bonus; Saturday- and Sunday-work bonus; and standby bonus; and
  - c. other bonuses, if any i.e., items that are normally taken into account in calculation of the so-called annual-holiday extraAnnual Holiday of an employee in line with section 34, subsection 2 of the collective labour agreement.
- 6. In newspaper distribution work, the average daily and average hourly earnings are calculated from the working hours in a calculation period of one calendar month preceding the period of absence. If the employee has also been absent for one or more calendar months preceding the period of absence and therefore has received salary for absence where average daily earnings or average hourly earnings would, for this reason, not be calculated for the month in question, the calculation period shall be the calendar

month preceding said month, provided that the employee has worked at least seven working days during that month. If the employee has not worked for said number of working days during the calculation period, no average daily earnings or average hourly earnings shall be calculated for the employee.

- 7. In **newspaper distribution work**, earnings refer to earnings accrued by the employee on the basis of the various salary calculation methods during a calculation period of one calendar month if the employee has worked for at least seven working days during the calculation period. The bonuses included in one's earnings consist of May Day and Independence Day compensation; the increase for holiday substitution work in accordance with Salary Appendix D's section 5, subsection 4; and the additional bonus for using a delivery vehicle.
- 8. The average daily earnings are obtained by dividing the earnings under Subsection 5 by the total number of working days worked during the calculation period.
- 9. The average hourly earnings are obtained by dividing the earnings calculated in view of Subsection 5 by the total number of working hours worked during the calculation period.
- 10. In **newspaper distribution work**, average hourly earnings are obtained by dividing the earnings by the total number of working hours marked in the shift list for the calculation period, or by the number of actual working hours if it is greater than the hours indicated in the shift list.
- 11. The average daily and hourly earnings calculated by calculation period are used no earlier than from the second salary payment day following the end of the calculation period.

## Simple hourly salary

- 12. Instead of the average daily earnings and average hourly earnings, the simple hourly salary is used
  - a. if the average daily or hourly earnings are lower than the salary in the hourly salary table,
  - b. for new employees or employees for whom average daily or hourly earnings data are not available, or
  - c. in calculation of the salary for an absence lasting only part of a day.
- 13. The salary or compensation is calculated in accordance with the simple hourly salary or the agreed personal hourly salary and the working hours in line with the employment contract.
- 14. In newspaper distribution work, 1.3 times the table-specified hourly salary set forth in Salary Appendix D shall be applied instead of the simple hourly salary. The salary or compensation in newspaper distribution work shall be calculated in accordance with increased hourly salary and working hours marked in the shift list. If no shift list has been prepared, the salary or compensation shall be calculated in accordance with the working hours corresponding to the work entity scheduled for the employee or, if there is no scheduled work entity, in accordance with the working hours agreed to in the employment contract.

#### 27 § Payment of salary

#### The salary payment period

1. The salary of an employee on monthly pay is paid regularly and, at the latest, on the last day of the month. The salary of an employee paid by the hour is paid twice a month: the salary for the first to the 15th day of the month on the last day of the month and the

salary for the 16th to the last day of the month on the 15th day of the following calendar month.

- 2. In **newspaper distribution work**, salary shall be paid regularly each month, no later than on the 15th day of the month following the month of earning the salary.
- 3. Salary is paid in to the account communicated by the employee. Errors in salary payment are corrected without delay. Upon the termination of employment, the salary is paid without delay.
- 4. The employer will issue a certificate of salary, indicating at least the amount of salary paid, to an employee upon the employee's request.

## 28 § Bonuses paid in view of results and profit

- 1. The employer may supplement the salaries paid in conformance with the collective labour agreement with result-based remuneration, the basis of which usually is reaching of operations goals (such as productivity and development goals), and with remuneration for profit, which essentially is based on financial results, such as turnover, operating margin, and operating result.
- 2. The result and profit remuneration is paid to the employee as a lump sum. The remuneration is not separately taken into account in calculation of the employee's annual-holiday pay and remuneration; overtime pay or other working-hours remuneration; or other salaries, bonuses, and remuneration determined on the basis of the collective labour agreement. Result and profit remuneration bonuses are not subject to the salary increase provisions of the collective labour agreement.
- 3. The implementation, amendment, and termination of a result and profit remuneration system are addressed via the co-operation procedure.

#### **V ABSENCE**

### 29 § Salary during sick leave

1. For each continuous stretch of incapacity for work caused by illness or accident, salary is paid thus:

Duration of continuous employment at the time of falling ill	Paid period
less than a month	1 weeks
at least 1 month but less than 1 year	4 weeks
at least 1 year but less than 5 years	5 weeks
5 years or longer	3 months

- 2. If the employee has, because of violence he or she faces in consequence of his or her duties, become unable to perform his or her work, salary is paid to said employee for continuous incapacity to work, for up to six months.
- 3. Having received information on the end of an employee's paid period of incapacity for work, the employer shall notify the employee of this in writing.

#### Salary of an employee on monthly pay during sick leave and the sick-leave bonus

4. Fixed monthly salary is paid to employees on monthly pay for the paid period of incapacity to work.

5. Additionally, employees on a monthly salary are paid, for each day of incapacity, the 'sick-leave bonus', which is 1/365 (that is, one three hundred sixty-fifth) of the amount of the following working-hours remuneration paid for the regular working hours of the preceding holiday determination year: the evening-work, night-work, and holiday-eve bonus; Saturday-work bonus; Sunday-work bonus; and standby bonus.

## Salary during sick leave of an employee paid by the hour and on the basis of performance

- 6. The salary during sick leave of an hourly-pay and performance-pay employee is paid for the working days included in the time of incapacity on the basis of the average daily earnings or simple hourly salary in conformance with section 26 of the collective labour agreement.
- 7. If the employee is absent for part of a shift as a result of incapacity to work, the salary for the time of sickness is paid with appropriate bonus as it would have been paid if the employee had worked according to the shift list.

## The right to salary during sick leave

- 8. The requirement for paying salary for the time of sickness is that the employee have not caused the incapacity to work by making a large contribution to it and that the employee have not knowingly withheld information on the illness when concluding the employment contract. For the salary payment period, the employee does not have the right to daily illness benefit for the part corresponding to the salary.
- 9. The employee must notify the employer without delay of the incapacity to work and its expected ending time. Incapacity is proved with a certificate issued by a physician. If the employer accepts this, incapacity may, alternatively, be proved with a certificate from another health care professional or a statement of another type. The employer may, at its discretion, case-specifically refrain from requiring a doctor's certificate or another statement of incapacity for incapacity periods of 1–3 days. If the employer has not approved the doctor's certificate presented by the employee and refers the employee to be checked by the occupational health physician, the employer will pay the certificate fee
- 10. Periods of incapacity to work are continuous unless the employee has worked at least 30 calendar days' work days between them or unless the incapacity periods have clearly resulted from different illness and accident events. If the employer's salary payment obligation was already met during the preceding incapacity period, the employer shall still pay the salary for the one-day waiting period referred to in Chapter 8, section 7, subsection 2 of the Health Insurance Act.
- 11. Should an employee's incapacity for work commence prior to the issuing of a layoff notice, said employee is entitled to salary during sick leave under the terms of this section. If the employee's incapacity to work commences after the issuing of a layoff notice, the employee is paid salary for the time of illness until the layoff. At the beginning of the layoff, the payment of the salary for the illness period will cease. At the same time, the calculation of the periods referred to in subsections 1 and 2 will also end. Salary during sick leave shall recommence if the employee remains incapable for work at the end of the layoff and if the periods referred to in subsections 1 and 2 did not end before the layoff.
- 12. If an employee is absent from work on the basis of the Communicable Diseases Act, salary will be paid in conformance with this section.

#### Part-time sick leave and partial daily illness benefit

13. If the employer and employee agree on part-time sick leave for the employee, the

employee is paid salary for both the working time and the part-time sick leave. The requirement is that the employee simultaneously commit to having the partial daily illness benefit based on the Health Insurance Act paid to the employer in the extent of the amount corresponding to the salary. The employer and employee may also agree that salary shall be paid to the employee only for the working time, in which case the employer does not have the right to the partial daily illness benefit.

## 30 § Health examinations

- 1. The employee must notify the employer in advance of health inspections, examination by a physician, or other appointments during working time. If it is impossible to give advance notice, the notification must be provided immediately whenever possible.
- 2. The employee must present an account of all health inspections, examinations by a physician, or other appointments referred to in this section, as well as of waiting and travel time and, if necessary, evidence that an appointment could not be arranged outside working hours.

## Statutory health inspections related to work

- 3. The employee's salary is not reduced for time used for work-related statutory health inspections or health inspections ordered by the employer, or for the related travel.
- 4. For work-related statutory health inspections or those ordered by the employer to be performed outside working hours, the time used for the actual inspection is compensated for at the simple hourly salary.
- 5. The employer will pay the necessary travel expenses for the inspections referred to in Subsection 3 or the related examinations ordered by a doctor. If inspections or examinations are done elsewhere than at the occupational health care station of the employee's workplace, the daily allowance is paid to the employee. Travel expenses and the daily allowance are paid in accordance with the provisions of the collective labour agreement pertaining to travel.

## Other appointments

- 6. The employee's salary is not reduced as a result of sudden illness or an occupational accident, if seeking the required first aid or treatment promptly is required.
- 7. The employee's salary is not reduced in consideration of the fact that the appointment cannot be arranged within reasonable time outside working hours
  - a. in cases of illness other than those referred to in Subsection 6,
  - b. when the employee undergoes doctor-ordered laboratory or x-ray examinations, or
  - c. for visits to determine the treatment for previously detected chronic diseases.
- 8. In warehouse work, the employee's salary is not reduced for visits to inspections related to the payment of maternity allowance if such visits cannot be arranged outside working hours, provided that the inspection is arranged so as to minimise the loss of working time.

## 31 § Family leave

## Maternity, special maternity, paternity, and parental leave

1. The employee is granted maternity, special maternity, paternity, and parental leave periods as free time.

## Salary for maternity and paternity leave

2. Salary calculated in line with the rules for sick-leave salary is paid to an employee from the beginning of maternity leave and extends for 72 working days. Salary is paid from the beginning of paternity leave for a time that includes six working days. The payment of the salary requires that the employee have been employed by the company for at least the six months immediately prior to the beginning of the maternity or paternity leave. No salary is paid for parental leave.

## 32 § Temporary absence

#### Reimbursement for lost income

- 1. For an employee who is paid by the month, temporary paid absence as referred to in this section is reimbursed for without reduction in the agreed-upon monthly salary, with the exclusion of absences referred to in subsections 5, 6, and 9, for which the compensation is the salary paid during sick leave.
- 2. The temporary absence of an employee paid on an hourly basis is compensated for by payment of salary equal to the sick-leave salary.
- 3. The employee is obliged to present an account, when necessary, of the grounds for the request involving the reimbursable temporary absence. A request for arrangement of the absence must be presented to the employee as far in advance as possible when the employee has sufficient information on the grounds of the request.

## **Anniversaries**

4. Upon turning 50 or 60, the employee is granted a paid day off, the date of which the employer and employee will agree upon.

## Temporary leave to care for an ill child

- 5. Should an employee's child who is either less than 10 years or disabled or another under-10-year-old or disabled child living in the employee's household suddenly fall ill, the employee has the right to have, at maximum, four work days of temporary care leave at one time for arranging for treatment or to care for the child. The same right is granted to the parent of a child who does not live in the same household as the child. People entitled to temporary care leave for any given child may be on temporary care leave during the same calendar period but not at the same time.
- 6. For no more than the first three days of the temporary care leave referred to above, in subsection 5, the employee shall receive salary in accordance with the provisions pertaining to salary during sick leave. The fourth day of temporary care leave is not paid.
- 7. The requirements for payment of the salary are that both parents be employed with pay and that a corresponding account be presented regarding the child's illness to that required for the employee's own illness. The salary is also paid to single parents, where single parents are deemed to include also people who without a separate divorce ruling have permanently moved apart from their spouse and people whose spouse is, owing to the performance of military service or military refresher training, illness, travel, or living in another town because of work or for studies or another such compelling reason, prevented from participating in the child's treatment.

#### Care for a severely ill child

8. An employee whose child has a severe illness that is referred to as such in a current decree of the Council of State concerning illnesses deemed medically severe and long-term may be absent from work to participate in the treatment or rehabilitation of the child as described in Chapter 10, section 2, subsection 2, item 2 of the Health Insurance Act, after having agreed on this with the employer. No salary is paid for the absence.

#### Paid release from work

- 9. If the case renders it possible in view of the nature of the employee's duties, the employee may be granted paid release from work for the day of falling ill of a family member other than a child of less than 10 years. Corresponding release from work is granted to the employee on the day of burial or urn interment of a close relative, due to the death of a family member, on the day of the employee's wedding, and on the day of formalisation of the employee's partnership.
- 10. 'Close relatives' in Subsection 9 refers to the employee's children, parents, and spouse or co-habiting partner; the children and parents of said spouse or partner; and the employee's siblings.
- 11. In warehouse work, close relatives shall also include grandchildren and grandparents.

## Conscription and military refresher training

- 12. The employer shall pay for an employee participating for the first time in the conscription required by military service as referred to in the Conscription Act in compensation for the day of conscription, in the amount corresponding to the salary for one working day of regular working hours. If the employee also works on the induction day, he will be paid salary also for the time spent at work.
- 13. For an employee participating in a separate medical examination related to his conscription, the amount equal to the salary for regular working hours is paid for the time for which he, according to an acceptable account, must be away from work because of the examination.
- 14. The employer will compensate the employee for the loss of income caused by a reserve refresher course insofar as the reserve salary falls short of the loss of income.

## **Elected positions**

15. The employer will compensate for the loss of income when an employee who during his or her work time takes part as a member in a meeting of a municipal council or government or the work of an election board or committee set forth by law in state or municipal elections. The loss of income is compensated for insofar as the compensation for loss of income paid by the public organisation does not cover the employee's income during the lost work time spent in the elected position or election work. The difference is paid to the employee after the employee has presented an account of the compensation paid by the municipality for loss of income.

#### **Trade-union activity**

16. The employee may, when the company's business so allows, be granted paid release from work during days when the employee participates in meetings of the highest-level bodies of the Central Organisation of Finnish Trade Unions (SAK); in union or delegate meetings of Finnish Post and Logistics Union PAU; or in meetings of their council, government, or similar body.

#### Representation for athletes

17. For an employee officially selected for the sports team for the Olympic Games, world championships, and European championships to whom release from work has been granted for participation in the contest, compensation for loss of income will be paid for a maximum of 30 days per calendar year. For an employee assigned for Olympic training by the Finnish Olympic Games Committee to whom release from work has been granted for participation in the games, compensation for loss of income is paid for a maximum of 30 days per calendar year.

## VI ANNUAL HOLIDAY

## 33 § Earning of annual holiday

- 1. The employee's annual holiday is determined according to the Annual Holidays Act and as set forth below in this collective labour agreement.
- 2. In this Chapter VI, 'monthly-paid employee' refers to an employee whose salary has been agreed upon for a week or a longer time and 'hourly-paid employees' are employees not working with a weekly or monthly salary.
- 3. The employee earns annual holiday in accordance with the Annual Holidays Act at two or 2.5 days for each full holiday determination month, unless ction 37 of the collective labour agreement specifies otherwise. Notwithstanding Chapter 2, section 5, subsection 1 of the Annual Holidays Act, the employment relationship of the employee shall be deemed continuous for at least one year if the employment relationship has, by the end of the holiday determination year, lasted at least one year in total from that holiday determination year and the preceding one, in one or several stints.

## Time equivalent to time at work

- 4. For monthly-paid employees, days equivalent to being at work are the days described by section 7 of the Annual Holidays Act and the following days on which the employee has been prevented from working:
  - a. Days of flexible time off referred to in section 22 of the collective labour agreement
  - b. Days of a paid incapacity period in departure from section 7, subsection 2, item 2 of the Annual Holidays Act. For an employee who, pursuant to section 29, subsection 1 or 2 of the collective labour agreement, has the right to salary for at least five weeks of sick leave, the days equivalent to days at work shall include the time of paid incapacity and subsequent working days, up to 90 calendar days.
  - c. Study leave days conformant to the agreement on trade-union activity/training and joint training, supported financially by the employer and granted for trade-union training however, no more than 30 days per training event
  - d. Days of absence conformant to section 32, subsections 4, 5, 8, 9, and 11–13 of the collective labour agreement
  - e. Non-paid time off granted for rehabilitation for which the employee has been granted rehabilitation benefit
  - f. Working days for which the employee has been granted release from work for participating in a meeting of the union, council, government, or similar body of an organisation that is a party to the collective labour agreement when collective labour agreement issues are being discussed therein
  - g. Working days for which the employee has been released from work for participating in the meetings of the highest executive bodies of the Central Organisation of Finnish Trade Unions (SAK)
- 5. For hourly-paid employees, days equivalent to days at work are days conformant to section 7 of the Annual Holidays Act along with items a, b, c, d, f, and g of the list referred to in subsection 4, provided that the employer is obliged to pay salary for these days. For an employee who, pursuant to section 29, subsection 1 or 2 of the collective labour agreement, has the right to salary for at least five weeks of sick leave, days equivalent to days at work shall include the stretch of paid incapacity and subsequent working days, up to 90 calendar days. Additionally, days conformant to item e are equated to days at work.

## 34 § Annual-holiday pay

## Annual holiday pay of a monthly-paid employee

- 1. For monthly-paid employees, fixed monthly salary is paid for the annual holiday. The pay for one holiday day is calculated by division of the monthly pay by 25.
- 2. Added to the annual-holiday pay and holiday compensation is an 'annual-holiday extra' in the amount of 1/300 (one three hundredth) of the additional salaries paid or falling due during the holiday determination year, on the basis of an agreement and paid on the basis of production quantities, work performance, special work circumstances, or reasons for the employee performing parallel work either continuously or in accordance with a system confirmed in advance to be regular, and on the basis of evening-, night-, and shift-work bonuses; holiday-eve bonuses; Saturday-work and Sunday-work bonuses; substitution bonuses; and standby bonuses.
- 3. The annual-holiday extra is paid in connection with the payment of the holiday bonus. The calculation of the annual holiday extra must be provided to the employee.

## The annual-holiday pay of an hourly-paid and performance-paid employee

- 4. The annual-holiday pay of an hourly-paid and performance-paid employee is determined as a percentage of the working time salary paid or falling due during the holiday determination year, excluding the amount above the base salary that is paid for emergency and overtime work.
- 5. The working time salary is supplemented by
  - a. any salary for maternity or paternity leave;
  - b. salary during sick leave; and
  - c. any salary paid by the employer for days equivalent to days at work as specified in section 33, subsection 5 of the collective labour agreement.
- 6. Additionally, to working time salary is added the salary amounts computed
  - a. for maternity, special maternity, paternity, and parental leave following maternity or paternity leave;
  - b. after five weeks of paid sick leave, for the working days falling within 90 calendar days that are deemed equivalent to days at work; and
  - c. for rehabilitation time entitling the employee to rehabilitation benefit.
- 7. The salary computed is determined on the basis of the table-specified hourly salary at the beginning of the absence and in line with the average weekly working hours in the calculation period with the average hourly earnings preceding the absence. In **newspaper distribution work**, the computed salary shall be determined on the basis of the average daily performance pay in the three calendar months preceding the beginning of the absence.
- 8. The amount of the annual-holiday pay is 9.4% or, if the employment relationship has continued without interruption for at least one year by the end of the holiday determination year preceding the holiday season, is 11.9% of the salary calculated as described above as the basis of the annual-holiday pay. If the employee's annual holiday is determined according to section 37 of the collective labour agreement, the amount of the annual holiday salary is 14.4%, or, if the employee's annual holiday is determined according to section 37 of the collective labour agreement and the employee has a full holiday determination year, the amount of the annual holiday salary is 17.4%.

#### Holiday compensation pursuant to the Annual Holidays Act

9. The above holiday pay provisions are not applied if the employee is not entitled to annual holiday and if the employee for that reason is paid holiday compensation pursuant to section 16 of the Annual Holidays Act during the employment relationship or

paid holiday compensation pursuant to section 17, subsection 4 of the Annual Holidays Act at the end of the employment relationship.

## Payment of the annual-holiday pay and holiday compensation

10. In contrast to section 15 of the Annual Holidays Act, the holiday or its corresponding holiday pay is paid in connection with the regular salary payment. Upon continuation of the employment relationship, the holiday compensation is paid to part-time employees by the end of the holiday season.

## 35 § Granting of annual holiday

1. The holiday season is the time between 2 May and 30 September. Annual holiday is granted as **summer holiday** during the holiday season at a time ordered by the employer. However, the part of the annually earned holiday in excess of 24 holiday days is granted at a time ordered by the employer after the holiday season before the start of the holiday season of the next year as **winter holiday**, unless otherwise agreed between the employer and employee or otherwise provided in section 22 or 37 of the collective labour agreement.

## Incapacity to work and family leave at the beginning of and during the annual holiday

- 2. If the employee is, because of illness, accident, or giving birth, unable to work at the beginning of the annual holiday or taking of a part thereof, the holiday must be transferred to a later time at the employee's request. At the employee's request, the employee is also entitled to the transfer of the holiday or part thereof if it is known that he or she will during the holiday have to undergo medical or other treatment, in parallel with the holiday, during which the employee is incapable of working.
- 3. Upon the employer's request, the employee must present a reliable account of his or her incapacity to work. Annual holiday transferred because of incapacity to work is granted in line with section 26 of the Annual Holidays Act.
- 4. The employer may not, without the employee's consent, order that annual holiday be taken during said employee's maternity or paternity leave. If the employee's annual holiday may not be granted pursuant to subsection 1 of this section or to section 20 or 21 of the Annual Holidays Act as a result of maternity or paternity leave, the holiday may be granted within six months of the end of the leave.
- 5. If the employee is on special maternity or parental leave at the beginning of the annual holiday or a portion thereof or if it is known at the beginning of the holiday that this leave will commence during the annual holiday, the annual holiday must be transferred to a later time if the employee so requests. In the event of transfer of the annual holiday in this case, the provisions of section 26 of the Annual Holidays Act are applied.

#### 36 § The holiday bonus

- 1. An employee whose employment relationship is in effect on 15 June is paid a holiday bonus for each day of holiday earned during the preceding holiday determination year. However, the holiday bonus is paid for no more than 36 days.
- 2. A holiday bonus is also paid
  - a. to fixed-term employees, except seasonal employees;
  - b. in connection with full or partial retirement;
  - c. upon the return to work of a conscript after the completion of military service; and
  - d. upon the end of the employment relationship of an employee terminated for reasons not attributable to the employee.
  - e. upon ending of the employment relationship due to death.

- 3. The holiday bonus of monthly–paid employees per holiday day is 50% of the daily salary. The daily salary is calculated by division of the salary of the employee for June by 25 and then adding of the annual-holiday extra pursuant to section 34, subsection 2 of the collective labour agreement to the quotient obtained.
- 4. The holiday bonus of an **hourly-paid** employee is 50% of the holiday pay.
- 5. The holiday bonus is paid as a lump sum to monthly-paid employees on 30 June and is paid on 15 June to those whose salary payment day is the 15th day of the month. If the payment day falls on a Sunday, Saturday, or public holiday, the holiday bonus is paid on the preceding working day.

## Conversion of the holiday bonus into flexible time off

6. The employer and employee may agree on replacing the holiday bonus with corresponding flexible time off.

## 37 § Special cases affecting annual-holiday provisions

1. For the annual holiday and holiday bonus of an employee who was in the service of the Postal and Telecommunication Authority on 31 December 1993 and within no more than 30 days after this entered into the service of the limited liability company formed of the Postal and Telecommunication Authority, the provisions of the separate agreement between the parties to the collective labour agreement shall apply.

#### VII THE LIABILITIES OF THE EMPLOYER AND THE EMPLOYEE

## 38 § Tools

1. The employer will make the tools required in the work available to the employee without charge.

#### 39 § Personal protective equipment and work clothes

## Personal protective equipment

- 1. Personal protective equipment refers to gear and equipment designed to protect the employee from the risk of accident or illness. Personal protective equipment does not refer to regular work clothes.
- 2. The employer must assess the risks of accident or illness present in the work for the avoidance or restriction of which personal protective equipment must be used. In accordance with the assessment, the employer must obtain the personal protective equipment for the employee's use.
- 3. In mail handling and distribution tasks, newspaper distribution work, transport work, and warehouse work, personal protective equipment includes overalls, coats, trousers, headgear, and gloves protecting against cold and wet conditions. In transport tasks, loading and unloading tasks, and comparable mail transfer tasks, personal protective equipment includes safety footwear. In distribution and transport tasks, personal protective equipment also includes non-skid devices and a bicycle helmet. When the employee is driving a motor vehicle, personal protective equipment includes appropriate driver's gear.
- 4. The employer must give sufficient instruction and guidance to the employee on the personal protective equipment and its use. The employee must use the personal

protective equipment ordered by the employer for the employee.

- 5. The employer will arrange for the necessary maintenance of the personal protective equipment issued. The employee must for his or her part observe the condition of the personal protective equipment and notify the employer of maintenance necessary for it.
- 6. Personal protective equipment is the property of the employer. After use, it must be returned to the employer.

#### Work clothes

7. If the employer requires the use of work clothes conformant to the employer's order, the employer must make a quantity it deems sufficient available to the employee. The employee must wear the work clothes issued by the employer. The employer will arrange for the necessary maintenance of the outerwear issued. After use, work clothes issued by the employer must be returned to the employer.

## 40 § Travelling

1. The travel related to the employee's work and compensation for this is addressed in **Appendix 4** to the collective labour agreement.

## Travelling in warehouse work

- 2. Travel expenses shall be subject to compensation in accordance with the applicable decision of the Finnish Tax Authority.
- 3. No daily allowance shall be paid if the employee travels on intra-company business within a limited region or if the employee attends company-internal training events and the employer pays the costs.
- 4. Meal compensation is paid if a business trip takes at least six hours and the employee has no opportunity for having a normal or corresponding meal in a staff canteen or at home.
- 5. No meal compensation is paid if the employee receives the full or partial daily allowance or if the employee works at another of the same company's places of business within the same locality.
- 6. The amount of meal compensation shall be determined in accordance with the Finnish State's travel regulations.

#### 41 § Personnel training

- 1. Personnel training refers to training that the employer arranges or obtains for personnel in its service for the promotion of skilled execution of work duties.
- 2. The training time shall be included in working time if participation in the training is required and necessary for the employee's performance of the work duties and if the training is done primarily in the workplace or another appropriate space under conditions characteristic of work at a time indicated in advance in the shift list.
- 3. If the employer assigns the employee to training other than personnel training pursuant to subsection 2, hourly-paid employees are compensated for the loss of income for regular working hours for both training and travel time, with the amount calculated as the average hourly earnings pursuant to section 26 of the collective labour agreement. For monthly-paid employees, fixed monthly salary is paid for the training and travel time. Additionally, direct expenses incurred in the training are reimbursed. If the training takes

place entirely outside working hours, direct expenses incurred thereby are reimbursed. Participation in training referred to in this subsection is voluntary.

4. Whether the training event is conformant to Subsection 3 of this section is determined before enrolment in the training.

#### 42 § Health care

1. The provisions concerning health care in the collective labour agreement shall complement statutory occupational health care and other health care. More detailed provisions concerning the content of health care paid for by the employer are included in Appendix 6.

## 43 § Group life insurance

1. The employer shall at its expense implement a group life insurance policy applicable to employees within the scope of application of this agreement in a manner agreed upon between the central trade organisations.

## 44 § Collection of membership fees

1. The employer shall withhold from the employee's salary, if the employee has consented thereto, the membership fee of Finnish Post and Logistics Union PAU by salary payment period, payable to the bank account designated by the union. At the end of the calendar year or at the end of the employment, the employee is given a certificate indicating the amount withheld, for taxation purposes.

## 45 § Work inspection

- 1. Changes to work duties are aimed at increasing the efficiency of work so that the content and methods of the work are developed in a way that increases the relevance of the work. The rationalisation of work also aims at increasing the level of earnings of the employees.
- 2. The changes are implemented in co-operation with the employees. Work method changes and work inspections held in the workplace are negotiated upon with the shop stewards and occupational safety ombudsmen. The above shall have sufficient opportunity to acquaint themselves with the bases for, and outcome of, the work inspections and with the impact of reforms executed on their basis, particularly with respect to salary arrangements and working conditions. Employees must be notified of inspections that directly involve them.

## 46 § Use of external labour

#### Scope of application

1. The use of external labour may take two forms. It may be based on trade, procurement, a contract, hiring, commissioning, or a work agreement between two independent entrepreneurs or another agreement whereby the required work is performed independently by an external entrepreneur. Activities based on such an agreement are commonly referred to as subcontracting. In the second case, the use of external labour is based on hiring whereby the hired employees provided by resourcing agencies perform work at the client company under the supervision and monitoring of that company.

## Notification of agreements and the right of the shop steward to provide a statement

2. The employer shall notify the shop steward of agreements concluded on

subcontracting and hired labour before the work commences. The notice must include an account of the amount of labour, the company's identifying information, the work site, the duties, the agreement's duration, and the collective labour agreement to be applied.

- 3. If the shop steward, having received the above-mentioned notification, no later than on the second work day following the notification so demands, he or she shall have the right to provide a shop steward's statement within a week on the use of the external labour and the necessity for that as well as the related harmful factors. The shop steward may not, however, require the above process if the external labour is intended for performing work that the personnel of the unit in question, according to established praxis, do not perform, if it is a matter of short-term, urgent work or design, installation, repair, or maintenance work that cannot be performed by the unit's personnel, or if the work requires special equipment.
- 4. If grave factors harming the production or economy of the unit that could not have been known in advance prevent application of the procedure described above, the employer may decide on the matter without the prior notification procedure. The matter must be handled without delay once there no longer is a reason for deviating from the usual process. At the same time, the employer must give an account of the reasons for the exceptional procedure.

#### Use of external labour in work other than transport and warehouse work

- 5. A condition is included in agreements concerning subcontracting or temporary agency work according to which the subcontractor or the resourcing company undertakes to apply the collective labour agreement of the messaging and logistics sector to those of its employees who work in duties specified in the salary-related appendices to the collective labour agreement.
- 6. The planned use of external workers is communicated to the shop steward in question as early as possible. The shop steward is given, before the work to be done by external labour begins, an account of the amount of the labour, the duties of the workers involved, and the duration and terms of the work.
- 7. If the company's workforce must be reduced because of the commencing subcontracting, the company must attempt to place the affected employees in other tasks. If this is not possible, measures that support the employment of the employees at risk of reduction shall be agreed upon in co-operation procedure. If no agreement is reached on the measures and the workforce must be reduced, the term of notice from the employment contracts of the employees to be fired is extended by 20%.
- 8. The rights of the shop stewards and the occupational safety ombudsmen to monitor and to receive information, along with their obligations, are the same in cases of use of external labour as for work done by the company's own employees, subject to statutory restrictions.

#### Use of external labour in transport and warehouse work

- 9. A condition is included in agreements concerning external labour according to which the subcontractor or the resourcing company undertakes to apply the collective labour agreement of the information logistics sector to those of its employees who work in transport or warehouse duties, unless the company is required by law to adhere to another collective labour agreement generally applied to these duties. The subcontractor or resourcing agency must also undertake to abide by its statutory obligations, including adherence to the collective labour agreement.
- 10. The use of external labour as a whole must be reviewed annually with the appropriate head shop steward. The review must include the matters prescribed in section 13 of the Act on Co-operation within Undertakings and section 6 of the Act on the Contractor's Obligations and Liability When Work Is Contracted Out.

# Local agreement

11. In addition to the above, it is possible to agree on the use of external labour locally at the company level in accordance with section 47 of the collective labour agreement.

#### VIII CO-OPERATION

#### 47 § Local agreement

- 1. The employer and the shop steward are the parties to local agreements on matters specified in section 3, subsection 4; section 9, subsection 5; section 12, subsection 8; section 16, subsection 14; section 22, subsections 7 and 8; and section 25, subsection 22 of the collective labour agreement and in its Salary Appendix P's section 2, item 2; Salary Appendix M's section 3, item 3; and Appendix 3's section 10.
- 2. The employer and the head shop steward are the parties to local agreements on matters specified in section 3(4), section 6(7), and section 17(4) of the collective labour agreement and in its Salary Appendix P, section 3 a, and its Appendix 2, sections 3 and 8
- 3. All information related to local agreements shall be delivered to the shop steward or head shop steward. A local agreement concluded with a shop steward or head shop steward is binding for the employees whom the shop steward or head shop steward is deemed to represent or to whom the local agreement concluded is to apply.
- 4. A local, company-specific agreement refers to an agreement that applies to the company as a whole and whose parties are the employer and the head shop steward who represents the company's employees most broadly or Finnish Post and Logistics Union PAU. A party to the collective labour agreement has the right to submit a matter referred to herein for settlement between the unions. Provisions for local agreements at the company level are included in section 5(1), section 22(18), section 25(9), and section 46(11) of the collective labour agreement and in its Salary Appendix N, section 2, items 3 and 4; its Salary Appendix C, section 2, items 2 and 3; its Salary Appendix Y, section 2, items 2 and 3; its Salary Appendix D, section 3, item 1.3 and section 9, item 2; its Salary Appendix P, section 2, item 4; its Salary Appendix M, section 4; and Appendix 3 to the collective labour agreement, section 10.
- 5. Such agreements can be made for a fixed term or until further notice. An agreement that is valid until further notice can be terminated. The term of noticeTerm of notice for the agreement is three months unless otherwise agreed upon. A local agreement is concluded in writing and submitted for the information of the parties signing the collective labour agreement.
- 6. A local agreement is considered to be part of the collective labour agreement. It shall be applied even after the validity of the collective labour agreement otherwise has expired. During the latter time and within a month of the entry into force of a new collective labour agreement, even a fixed-term local agreement may be terminated. After the end of validity of a local agreement, the applicable collective labour agreement shall be applied.

#### 47 a § Local bargaining on the length of working hours

1. Annual working hours are lengthened starting from 1.1.2017 by 24 hours to be agreed between the employer and chief shop steward so that annual earnings level is intact. For part-time employees the lengthening is carried out in proportion of the length of working hours agreed in the employment contract. Changes of

- employment and working hours are taken into consideration when defining the lengthening of working hours.
- 2. If lengthening of working hours is not bargained locally, the lengthening of working hours is carried out in the manner decided by the employer agreed in this section.
- 3. As an exception to the collective labour agreement section 5 subsection 1, the working hours of a whole-time employee whose task-specific workin hours have locally at a company been bargained to be 7 hours 30 minutes in a day and 37 hours and 30 minutes in a week, is instead at the minimum 7 hours 30 minutes and at the maximum 8 hours a day and 38 hours a week. Annual working hours can be lengthened 24 hours at the maximum.
- 4. The regular working hours mentioned in the first sentence of the collective labour agreement section 5 subsection 1 are lengthened by 24 hours in a calendar year. The working hours corresponding to the lengthening are done during thirds of a year during calendar year so that during each third 8 hours are done. This system of working hours will not accrue shortening of annual working hours provided in section 23 subsection 1

#### 48 § Shop stewards

1. The shop steward agreement (**Appendix 2**) concluded between the undersigned contracting parties shall be applied with regard to the election, position, and tasks of a shop steward and to the management of these tasks and the compensation for loss of income caused by management of shop steward's tasks, along with the facilities for the training and activities of shop stewards.

## 49 § Occupational safety representatives

1. The position and rights of the occupational safety ombudsmen and other representatives of the employees in relation to occupational safety issues are subject to separate agreement (see **Appendix 3**).

#### 50 § Mutual communication of the personnel and arrangement of meetings

- 1. A registered sub-organisation of a union that is a party to the collective labour agreement and its workplace units or shop committee have the right to arrange meetings in the workplace or at another agreed-upon facility concerning matters involving the labour market or the employment relationships in the workplace in a manner agreed upon between the central unions or on a sector-specific level or according to the established praxis of the workplace.
- 2. The personnel unions referred to in the paragraph above have the right to distribute their meeting notifications and other written communication about employment relationships for the workplace, or labour matters in general, before working hours, during the meal break, or after working hours, in the canteen, the dressing room, or a similar space to be agreed upon with the employer outside the actual work area. Such communication must indicate its issuer.
- 3. Should a magazine be published for communication to the personnel in the workplace, the personnel union shall have the right to utilise it for publishing the above-mentioned meeting notifications or communications or to publish them on a bulletin board assigned by the employer for the employees. The content and management of the bulletin board shall be the responsibility of the publisher.

#### 51 § Union officials

- 1. The officials of a union signing this collective labour agreement or of a suborganisation have the right, in addressing matters involving the application of this agreement, to visit workplaces after having notified the management of the unit in question of such a visit. The names of the officials must be communicated in writing to the employer applying this collective labour agreement.
- 2. The officials shall have the right to receive the factual information from the unit's management that is necessary for their monitoring of adherence to the collective labour agreement.

# 52 § Settling of disputes

- 1. Disputes arising from the application of this collective labour agreement shall be settled primarily in negotiations between the supervisor responsible for the matter and the local shop steward. Negotiations must be commenced within two weeks of the presentation.
- 2. If the matter cannot be resolved locally, it may be submitted for regional settlement or to the corresponding organisation between the representative of the employer and the head shop steward of the organisation. A protocol shall be followed for the matter, with the associated form signed by the employer representative and head shop steward in question. The form shall briefly state the matters that are the subject of the dispute and the standing of both parties.
- 3. If the matter cannot be resolved regionally or if the company does not have a corresponding organisation, it can be submitted for resolution between the head shop steward representing the employer's employees in general or to Finnish Post and Logistics Union PAU.
- 4. After the negotiation referred to in Subsection 3, above, or directly after the negotiation referred to in Subsection 2, the matter may be submitted for settlement between Service Sector Employers PALTA and Finnish Post and Logistics Union PAU. Negotiations requested by either party to the collective labour agreement shall be commenced without delay and no later than within two weeks of the request.
- 5. In adherence to the negotiation order above, it may be determined whether termination executed on the basis of the financial and production grounds cited in Chapter 7, section 3 of the Employment Contracts Act actually resulted from a factor attributable to the employee and whether the employer would have had sufficient grounds to fire the employee on the basis referred to in section 4, subsection 1 of the collective labour agreement in a situation wherein the employment contract has been cancelled on the basis of Chapter 8, section 1 of the Employment Contracts Act.
- 6. If the matter cannot be settled in negotiations between the parties to the collective labour agreement, it may be submitted for resolution by the Labour Court within two months. In cases of matters related to the termination of an employment contract, the claim must be filed with the Labour Court within two years from the time when the notice of termination of the employment contract has been delivered or is to be deemed delivered pursuant to Chapter 9, section 4 of the Employment Contracts Act.
- 7. The matter can be settled by arbitrators upon the mutual agreement of the parties to the collective labour agreement. In this case, the law on arbitration procedures shall apply.

8. An employer that has fired an employee in violation of the terms on grounds for termination attributable to the employee, as specified in section 4, subsection 1 of the collective labour agreement, shall pay compensation to the employee for the groundless termination of the employment relationship. The amount of compensation is determined in accordance with Chapter 12, sections 2 and 3 of the Employment Contracts Act. The compensation fee for violation of the provisions of the collective labour agreement, pursuant to section 7 of the Collective Labour Agreements Act, cannot be ordered in addition to the compensation ordered for groundless termination of an employment contract.

#### 53 § Advance notice of industrial action

1. Before joining of a political labour action, sympathy strike, etc., the industrial action is to be reported to the National Conciliator and to the employer and employee unions at least four days in advance, if possible. The reasons for the action, its start time, and the scope of the intended industrial action are to be stated in the communication.

#### IX OTHER PROVISIONS

# 54 § Validity period of the contract

1. This collective labour agreement is valid from 1 November 2016 to 31 October 2017. Its validity is extended by one year at a time thereafter unless it is terminated by the undersigned unions at least six weeks prior to the end of the contract period.

# 55 § Industrial peace

- 1. A party bound by this agreement may not during the term of validity of the agreement undertake industrial action for settlement of disputes arising with respect to the applicability, validity, or correctness of content of the agreement, or from a claim based on the agreement, for changing of the agreement in force or to reach a new agreement.
- 2. Additionally, an association bound by this agreement shall see to it that associations and employees subordinate to it who are bound by the agreement do not violate the industrial peace obligation or the other provisions of the agreement. This obligation of the associations also includes the association not supporting or assisting in forbidden industrial action or otherwise contributing to such measures; rather, it must aim to end them.

#### 56 § Signatures

- 1. In parallel to this collective labour agreement, the attached signature protocol executed between the undersigned contracting parties shall be adhered to.
- 2. This contract has been drawn up in two identical copies, one for each contracting party.

Service Sector Employers PALTA

For Finnish Post and Logistics Union

# SALARY APPENDIX N (WORK ON A CUSTOMER SITE)

TES: 60 SC: N1 SC: N2

# 1 § Scope of application

This salary-related appendix is applied to employees in sales and customer service work at customer sites in the messaging and logistics sector.

# 2 § Salary

The employee's fixed salary is composed of

- 1. the task-specific table-specified salary, graded according to years of service;
- 2. possibly a salary component based on special responsibility or expertise;
- 3. possibly a company-specific productivity-based salary component.; and
- 4. a personal salary component (optional).

# 1. Task-specific table-based salary

Sala	Salaries in the table as of 1 November 2016 (in euros):						
		SC: N1 SC: N2			12		
		Monthly salary		Hourly salary			
SG	Years of service THE REST OF CPTL		THE REST OF	CPTL			
30	Teals of Service	FINLAND	OI IL	FINLAND	5		
001	less than 2 years	1,915	1,972	11.97	12.33		
002	2 years but less than 6 years	1,983	2,042	12.39	12.76		
003	6 years but less than 10 years	2,052	2,113	12.83	13.21		
004	10 years but less than 16 years	2,143	2,207	13.39	13.79		
005	16 years or more	2,233	2,300	13.96	14.38		

The hourly salary is paid to employees performing part-time work whose average working hours total less than 160 hours per month. The hourly salary is calculated by division of the sum of the salary in the table and any salary component based on special responsibility and expertise, any personal salary component, and any system extra for an employee doing the corresponding full-time work by 160.

In the capital region (Helsinki, Espoo, Vantaa, and Kauniainen), the salary in the CPTL table is paid.

#### 2. Salary component based on special responsibility or expertise

In addition to the table-specified salary, a separate salary component is paid to employees whose tasks include the initially stated task and also tasks requiring special responsibility or special expertise.

The salary component based on special responsibility or expertise is paid when the employee has been appointed to the task and the work conformant to the task commences.

The employee is assigned to the task either until further notice or for a fixed term. If the duties of the person assigned to the task until further notice are changed permanently such that the employee's work no longer lies within the scope of the task requiring special responsibility and expertise, the special salary component is removed. Task changes not resulting from the employee are anticipated with respect to a new salary through notification of the employee of the change no later than with the term of notice Term of noticefor termination of the employment contract determined according to the duration of performance of those duties.

A person assigned as a substitute for a task that requires special responsibility and expertise is paid a substitution bonus in the amount of that salary component only for continuous substitution periods of five or more working days.

# 1. Employee responsible for a site

133.07 euros

- person responsible for operations at a customer site where there is no supervisor

#### 2. The task of a training manager

79.73 euros

- workplace trainer

# 3. The company-specific productivity-based salary component

At the company level, a company–specific productivity–linked salary component substituting for or supplementing other salary specified in the collective labour agreement may be utilised. The grounds for utilisation of this salary component and its cost impact are to be agreed upon between the parties to the collective labour agreement. In this case, it may be agreed that the content of the salary component shall be set in more detail locally at the company level in conformance with section 47 of the collective labour agreement.

# SALARY APPENDIX C (OFFICE EMPLOYEE DUTIES)

TES: 60 SC: C1 SC: C2

# 1 § Scope of application

The terms of this salary-related appendix are applied to office employees in the messaging and logistics sector. They are not applied to office employee's duties covered by other salary-related appendices to this collective labour agreement. This appendix is applied, for example, to administrative, supervisory, managerial, planning, and customer service duties, as well as sales support duties.

However, this salary-related appendix does not apply to the following persons:

- 1. People who represent the employer when terms related to salary and working conditions are being determined, those with an independent position and financial or production responsibility in the company or a business unit thereof, and people with duties parallel to these.
- 2. People who do not have supervisory responsibility over other employees but who work with strategically important and independent expert's duties,
- whose duties include the planning, co-ordination, and supervision of strategies and operating policy;
- whose work actions are guided by the strategy and operation policy of the company or one of its functions; or
- who are responsible for the development of systems, services, products, etc. for a business function or sub-function on the basis of its strategy/operation policy.

# 2 § Salary grounds

An office employee shall be paid the table-specified salary determined on the basis of the demand level of the duties and, in salary groups 001–005, a personal salary component based on competence and personal work performance, along with any other fixed pay components belonging to the scope of application of this Salary Appendix document.

#### 1. Demand level and table-specified salaries

The demand level of an office employee's tasks is assessed under the Salary Scale system or a similar assessment system approved by the parties to the collective labour agreement. Thus a demand level is determined for the duties of the office employee.

On the basis of their demand score, the duties are grouped into demand classes. Each of these classes of duties has its own salary group. A committee of the representatives of the employer and office employees is set up in the company for evaluation of the demand level.

The salary groups comprise task demand classes whose score ranges when the Salary Scale system is used are the following:

001	82-164
002	165–181
003A	182–200
003B	201–221
004	222-245
005	246-269
006	270-299
007	300-329
800	330-365
009	366-401
010	402-445

If a system other than Salary Scale is used, the applicable scoring for demand classes shall be agreed upon between the parties.

The table-specified salaries are as follows:

Salari	Salaries in the table as of 1 November 2016 (in euros):					
	SC: C1		SC: C2			
	Monthly sal	Monthly salary		ıry		
SG	THE REST OF FINLAND	CPTL	THE REST OF FINLAND			
001	1,899	1,956	11.87	12.23		
002	2,006	2,066	12.54	12.91		
003A	2,205	2,271	13.78	14.19		
003B	2,277	2,345	14.23	14.66		
004	2,347	2,417	14.67	15.11		
005	2,491	2,565	15.57	16.03		
006	3,177	3,272	19.86	20.45		
007	3,376	3,477	21.10	21.73		
800	3,593	3,700	22.46	23.13		
009	3,819	3,933	23.87	24.58		
010	4,063	4,184	25.39	26.15		

In the capital region (Helsinki, Espoo, Vantaa, and Kauniainen), the salary in the CPTL table is paid.

If the office employee's duties are changed permanently and fundamentally, the work demand class for the new duties shall be determined. For the evaluation of the demand level, the job description shall be delivered to the evaluation working group within one month of the date of acceptance of the job description's contents by the supervisor and employee.

The person's salary group and salary are reviewed as of the date of the change in duties. Office employees are paid the salary indicated in the table for the new salary group from the time when the employee starts the work conformant to the new salary group. If the office employee's duties are permanently changed to duties befitting a lower-level work demand class, the term of notice for termination of the employment contract is applied to the change in salary group and salary. If necessary, the employment contract is reviewed also.

#### 2. The personal salary component

In salary groups 001–005, office employees are paid a pay component based on the assessment of competence and personal work performance.

The personal salary component amounts to 5–40% of the table-specified salary. More specific grounds for determining the personal salary component shall be agreed upon locally at the company level in conformance with section 47 of the collective labour agreement.

Personal work performance shall primarily be determined in performance assessment discussions carried out once a year between each office employee and his or her supervisor. The main points of the assessment discussion shall be recorded as feedback. Any changes in the personal salary component shall enter into force as of 1 May.

The assessment of work performance shall be carried out when an employee permanently moves from one salary group to another or, for a new person, within four months of the change in duties or the start of the employment relationship.

If a person's performance declines, his or her salary can also be reduced. The salary can only be reduced if the performance level after a re-evaluation is still lower than the level according to which the personal salary component has been paid. It is a prerequisite for salary reduction that, in connection with the previous assessment, the employee has been issued a written report of decreased performance and so has been given an opportunity to improve his or her performance.

# 3. The company-specific productivity-based salary component

At the company level, a company–specific productivity–linked salary component substituting for or supplementing other salary specified in the collective labour agreement may be utilised. The grounds for utilisation of this salary component and its cost impact are to be agreed upon between the parties to the collective labour agreement. In this case, it may be agreed that the content of the salary component shall be set in more detail locally at the company level in conformance with section 47 of the collective labour agreement.

#### SALARY APPENDIX Y (CORPORATE SALES)

TES 60 SC: Y1 SC: Y2

# 1 § Scope of application

This salary-related appendix applies to office employees in messaging and logistics sector corporate sales functions who perform managerial, expert, supervisory, and sales duties.

# 2 § Salary grounds

An office employee shall be paid the table-specified salary determined on the basis of the demand level of the tasks and, for salary groups 001 and 002, a personal salary component based on competence and personal work performance, along with any other fixed salary components belonging to the scope of application of this salary-related appendix.

#### 1. Demand level and table-specified salaries

The demand level of an office employee's tasks is assessed under the Salary Scale system or a similar assessment system approved by the parties to the collective labour agreement. Thus a demand level is determined for the duties of the office employee.

On the basis of their demand score, the duties are grouped into demand classes. Each of these classes of duties has its own salary group. A committee of the representatives of the employer and office employees is set up in the company for evaluation of the demand level.

The salary groups comprise task demand classes whose score ranges when the Salary Scale system is used are the following:

001	182–221
002	246-269
003	270-299

If a system other than Salary Scale is used, the applicable scoring for the various demand classes shall be agreed upon between the parties.

The table-specified salaries are as follows:

Salaries in the table as of 1 November 2016 (in euros):							
	SC: Y1 SC: Y2						
	Monthly sal	ary	Hourly salary				
SG	THE REST OF FINLAND	CPTL	THE REST OF FINLAND	CPTL			
001	2,431	2,503	15.19	15.64			
002	2,748	2,830	17.18	17.69			
003	3,181	3,276	19.88	20.48			

In the capital region (Helsinki, Espoo, Vantaa, and Kauniainen), the salary in the CPTL table is paid.

If the office employee's duties are changed permanently and fundamentally, the work demand class for the new duties shall be determined. For the evaluation of the demand level, the job description shall be delivered to the evaluation working group within one month of the date of acceptance of the job description's contents by the supervisor and employee.

The person's salary group and salary are reviewed as of the date of the change in duties. Office employees are paid the salary indicated in the table for the new salary group from the time when the employee starts the work conformant to the new salary group. If the office employee's duties are permanently changed to duties befitting a lower-level work demand class, the term of notice for termination of the employment contract is applied to the change in salary group and salary. If necessary, the employment contract is reviewed also.

# 2. Personal salary component

In salary groups 001 and 002, office employees are paid a pay component based on the assessment of competence and personal work performance.

The personal salary component may be, at most, 30% of the table-specified salary. More specific grounds for determining the personal salary component shall be agreed upon locally at the company level in conformance with section 47 of the collective labour agreement.

Personal work performance shall primarily be determined in performance assessment discussions carried out once a year between each office employee and his or her supervisor. The main points of the assessment discussion shall be recorded as feedback. Any changes in the personal salary component shall enter into force as of 1 May.

On the basis of work performance assessment, the personal salary component may be reduced by, at maximum, 50% of the previous level. If the personal salary component is reduced as a result of the assessment, the employer shall, in connection with the assessment, give feedback to the employee on how to improve his or her performance. When the personal salary component is reduced, work performance shall be reassessed after six months.

The assessment of work performance shall be carried out when an employee permanently moves from one salary group to another or, for a new person, within four months of the change in duties or the start of the employment relationship.

#### 3. Company-specific productivity-based salary component

At the company level, a company-specific productivity-linked salary component substituting for or supplementing other salary specified in the collective labour agreement may be utilised. The grounds for utilisation of this salary component and its cost impact are to be agreed upon between the parties to the collective labour agreement. In this case, it may be agreed that the content of the salary component shall be set in more detail locally at the company level in conformance with section 47 of the collective labour agreement.

#### SALARY APPENDIX D (NEWSPAPER DISTRIBUTION)

TES: 60 SC: D2

# 1 § Scope of application

This Salary Appendix is applied to employees working in newspaper distribution.

#### 2 § Salary grounds

- 1. The employee's salary is composed of performance-based pay and hourly salary.
- 2. Performance pay is paid for distribution work. Distribution work refers to work priced in accordance with §3 of this appendix. Other work is hourly work for which an hourly salary is paid.
- 3. The basis of performance pay is the piece rate determined for each newspaper distributed in each work entity or part thereof. The performance pay for a shift is determined on the basis of the piece rate and the number of newspapers to be distributed during the shift. An employee's personal performance pay includes an increase for experience. The employee's personal performance pay is increased in accordance with a multiplier in line with the conditions and the extent of the duties. Instead of the above, a separate piece rate is paid for the distribution of separately designated products.
- 4. Hourly salary shall be paid in accordance with the table-specified hourly salary. The table-specified hourly salary is determined separately for the 6+2 shift rotation system and the 7+1 shift rotation system.

# 3 § Performance pay

#### 1. Piece rate

- 1.1. A piece rate shall be calculated for each newspaper distributed in each work entity or, if a work entity consists of more than one part, each part thereof, in accordance with Item 1.2.
- 1.2. A time value shall be calculated for each work entity or part thereof in accordance with the conditions for means of travel and distribution work determined within each employer company. The time value shall be multiplied by the table-specified hourly salary in salary table 101 or 001 corresponding to the shift rotation system used. In the capital region (Helsinki, Espoo, Vantaa, and Kauniainen), the time value shall be multiplied by the hourly salary in salary table PKS 101 or PKS 001. The piece rate is determined by dividing the monetary value of the work entity or part thereof by the number of newspapers to be distributed in the work entity or part thereof.
- 1.3. The company-specific grounds for means of travel and distribution work that serve as the basis of time value calculation shall be agreed upon between the employer's and the employees' representatives locally at the company level in conformance with section 47 of the collective labour agreement.

#### 2. Increase for experience

2.1. For employees in the 6+2 shift rotation system, the performance pay determined in accordance with section 1, above, shall be increased on the basis of the employee's experience as follows, from 1 November 2016 onward:

The rest of	f Finland
1.034	1.034
1.068	1.068
1.115	1.115, and
1.160	1.160
	1.034 1.068 1.115

2.2. For employees in the 7+1 shift rotation system, the increase for experience as of 1 November 2014 shall be the following:

	ine rest of	Finiand
CPTL		
Multiplier after 2 years of service	1.022	1.023
Multiplier after 6 years of service	1.061	1.062
Multiplier after 10 years of service	1.105	1.105, and
Multiplier after 16 years of service	1.154	1.154

2.3. Years of service are accrued in terms of the months for which the employee earns annual holiday in accordance with the collective labour agreement.

# 3. Night increase

- 3.1. For work entities scheduled for a start at 4am or earlier, the amount of performance pay determined in accordance with section 1, above, plus any increase for experience in accordance with section 2 shall be multiplied by 1.3.
- 3.2. For work entities scheduled to start between 4am and 6am, the amount of performance pay, plus any increase for experience, shall be multiplied by 1.15.
- 3.3. For work entities scheduled to start at 6am or later, the amount of performance pay, plus any increase for experience, shall not be increased.

#### 4. Separate piece rates

Instead of the piece rate specified in subsections 1 to 3, above, a separate piece rate shall be paid for distribution of the following products in connection with other distribution work. For the distribution of products as separate distribution, instead of the separate piece rate, an hourly salary and a night-work bonus based on section 17, subsections 2 to 4 of the collective labour agreement shall be paid.

- 4.1. Separate printed matter
- 4.1.1. advertisement or brochure weighing less than 150 grams: 3.2 cents per piece
- 4.1.2. advertisement or brochure weighing 150 grams or more: 5.7 cents per piece
- 4.1.3. distribution with additional coverage: 6.3 cents per piece.
- 4.1.4 *Helsingin Sanomat* monthly supplement or printed matter weighing more than 350 grams: 7.0 cents per piece
- 4.1.5. advertisements weighing less than 150 grams at 4.9 cents per piece and advertisements weighing more than 150 grams at 6.9 cents per piece

- 4.2. Printed matter inserted in a newspaper
- 4.2.1. printed matter in other than newspaper format, produced in the same press rotation, having more than 20 pages in total combined with any other similar printed matter inserted inside the same newspaper: 1.4 cents for each beginning unit of 20 pages
- 4.2.2 Helsingin Sanomat monthly supplement: 7.0 cents per piece
- 4.2.3 Helsingin Sanomat 'Nyt' supplement: 1.4 cents per piece

## 4 § Hourly salary

# 1. Table-specified hourly salary in the 6+2 shift rotation system

Table-specified hourly salaries as of 1 November 2016:					
SG		OTHER FINLAND	CPTL		
101	-	8.81	9.07		
102	After 2 years of service	9.11	9.38		
103	After 6 years of service	9.41	9.69		
104	After 10 years of service	9.82	10.11		
105	After 16 years of service	10.22	10.52		

#### 2. Table-specified hourly salary in the 7+1 shift rotation system

Table-specified hourly salaries as of 1 November 2016:						
SG		OTHER FINLAND	CPTL			
001	-	8.58	8.83			
002	After 2 years of service	8.77	9.03			
003	After 6 years of service	9.10	9.37			
004	After 10 years of service	9.48	9.76			
005	After 16 years of service	9.90	10.19			

The 6+2 shift rotation system refers to a system in which the employee's six days of work are followed by two days off, and the 7+1 shift rotation system refers to a system in which the employee's seven days of work are followed by one day off.

In the capital region (Helsinki, Espoo, Vantaa, and Kauniainen), the hourly salary in the CPTL table is paid.

#### 5 § Application of the grounds for salary

- 1. The performance pay for a shift is paid for the work entity scheduled for the shift in accordance with §3 of this Salary Appendix.
- 2. If the employee, during his/her shift, in addition to the scheduled work entity performs other work covered by this Salary Appendix that he/she has agreed to, he/she shall also be paid a performance pay in accordance with section 3 or hourly salary in accordance with section 4 for the work in question.

- 3. If, in a case referred to in subsection 2, the employee performs distribution work as a substitute for an absent employee, he or she shall be paid the performance pay calculated on the basis of paragraphs 1 and 2 of section 3 multiplied by 1.2 if the agreement on the substitute work is made during the shift-list period before 6pm on the day before the distribution work, and by 1.3 if agreement is reached after that. Increased performance pay shall be paid until a substitute is arranged for the absent employee but for no more than three consecutive days. Performance pay at an increased level shall not be paid to an employee working less time than five shifts in a week if he or she performs work on a day not designated as a working day on the shift list.
- 4. The performance pay calculated on the basis of paragraphs 1 and 2 of section 3 shall be multiplied by 1.1 if the employee serves as a holiday substitute for four work entities in the 7+1 shift rotation system or three work entities in the 6+2 shift rotation system during one shift-listperiod, or if the employee performs four work entities in a calendar month in addition to his or her normal work entities. The increase shall only be paid for work performed in addition to the normally designated work entities.
- 5. Only one of the increases to performance pay referred to in subsections 3 and 4 above shall be paid for any given instance.
- 6. 'Additional work' refers to a part-time employee's work exceeding the working hours marked on the shift list that is not considered overtime work. Salary shall be paid for additional work and overtime not scheduled in the shift list. In deviation from section 16, subsections 3 and 11 of the collective labour agreement, additional work and overtime compensation shall be given only for work scheduled in the shift list if the shift is exceeded for a reason not attributable to the employee. Additional work and overtime shall be compensated for in accordance with sections 3 and 4 of this appendix and the terms prescribed above in this section. However, the increase for overtime shall always be calculated from the hourly salary.
- 7. The performance pay includes pay for travel that is considered working hours in accordance with section 10, subsection 2 of the collective labour agreement and the retrieval of tools from a location specified by the employer and their return to that place in accordance with section 10, subsection 3, along with the use of information systems.
- 8. A new employee in induction training shall be paid hourly salary.

#### 6 § Specific increases and bonuses

- 1. The increases and bonuses under sections 17 and 19 of the collective labour agreement shall be paid only for hourly work and waiting time referred to in section 7 of this appendix. A night-work bonus shall be paid only for work subject to hourly pay and waiting time.
- 2. In distribution work, the Sunday-work bonus in accordance with section 19, subsection 1 of the collective labour agreement, along with the holiday-eve work bonus in accordance with section 19, subsection 5, for a shift shall correspond to performance pay calculated on the basis of paragraphs 1 and 2 of section 3 of this Salary Appendix document, and the bonus for 1 May and Independence Day under section 19, subsection 2 shall correspond to doubled performance pay. The induction bonus referred to in section 25, subsection 19 of the collective labour agreement shall correspond to performance pay for the introduction period multiplied by 1.07.

- 3. In distribution work, the evening-work bonus referred to in section 17, subsection 1 of the collective labour agreement shall be calculated on the basis of the hourly salary. The alarm compensation referred to in section 20, subsection 3 of the collective labour agreement shall correspond to the hourly salary. Time spent for a health examination referred to in section 30, subsection 4 of the collective labour agreement shall be compensated for through hourly salary.
- 4. If the employee serves as a distribution supervisor in addition to performing his or her distribution work, he or she shall be paid an early-morning distribution supervisor's bonus in the form of the performance pay calculated on the basis of paragraphs 1 and 2 of section 3 of this Salary Appendix multiplied by 1.25. In this case the supervision work belongs to the distribution work entity scheduled for the shift. If the supervision work does not belong to the scheduled distribution work entity but separate working time is allocated for it, the share for distribution work shall be paid in accordance with this appendix, and the share for the supervision work shall be paid in accordance with the supervisor's hourly salary set forth in Salary Appendix C to this collective labour agreement.
- 5. If the employee uses a manually produced distribution list in his or her work and there is a need to rewrite the distribution list completely on the employer's order, that rewriting shall be compensated for by means of a distribution-list maintenance bonus corresponding to the performance pay calculated on the basis of paragraphs 1 and 2 of section 3 of this Salary Appendix document for the area covered by the distribution list.
- 6. For each shift during which the employee uses a delivery vehicle under the employer's administration, the employee shall receive an additional bonus corresponding to 21 minutes at the hourly salary in accordance with salary group 001 or 101 without any increase for experience. This bonus shall not be taken into account in the calculation of other benefits based on salary.

# 7 § Compensation for waiting time and inability to work

- 1. If the newspapers are not available to the employee at the specified time, an employee who has to wait for a delivery shall be paid for waiting time in line with the hourly salary. If the waiting time is 10 to 15 minutes, compensation shall be paid for 15 minutes. In addition, the compensation for each 15-minute period that starts thereafter shall be paid for 15 minutes. A prerequisite for this payment is that the employee performs the distribution on the same day, after the waiting time. In addition to the compensation for waiting time, working time shall be paid for in accordance with the collective labour agreement.
- 2. If the delivery of newspapers to distribution starting points for early-morning distribution is staggered across several deliveries and the second or third delivery is late after the employee's working hours have started, the compensation for waiting time prescribed in subsection 1 above shall also apply to these later deliveries. The compensation for waiting time shall be determined separately for each delivery. No summation shall be done.
- 3. If the employee is paid compensation for waiting time, no additional work bonus shall be paid for the same period.
- 4. If the newspapers are not available to the employee at the specified time, the employee is nonetheless obliged to perform the distribution if the waiting time does not exceed one hour.

- 5. If a delivery is late by more than one hour, the employee is obliged to work up to the determined service level target for distribution. After this, distribution may continue only with the employee's consent. The employee is obliged to notify the work management if he or she is unable to complete his or her work entity.
- 6. If, in the case described in subsection 5, the employee completes the distribution, his or her performance pay for the shift in question, calculated on the basis of paragraphs 1 and 2 of section 3 of this Salary Appendix document, shall be multiplied by 1.1.
- 7. If the employee is unable to work because newspapers are missing from the employee's shift, the employee shall be paid full performance pay for the shift on the grounds and for the period prescribed in Chapter 2, section 12 of the Employment Contracts Act.

# 8 § Effects of changes in work entities on salary

- 1. If the work entity scheduled for an employee changes, the amount of salary paid to the employee can change as agreed in this section.
- 2. If the grounds for a work entity or part thereof are changed, the work entity or part thereof may be adjusted on the employer's initiative. A work entity or part thereof can also be adjusted if otherwise deemed necessary. A work description shall be prepared for the post-adjustment work entity. The shop steward shall be provided with an opportunity to contribute to the adjustment of a work entity or part thereof, and to preparation of the work description. The employee and his or her shop steward shall receive a copy of the adjustment documents upon request.
- 3. The work entity scheduled for an employee can change also because of the employer allocating another work entity or part thereof to the employee, within the limits of the employer's authority.
- 4. If the performance pay is changed on account of a change in the work entity or part thereof made on the employer's initiative, the new performance pay shall be payable as of the beginning of the salary payment period following the change in the work entity. Shop stewards shall be allowed the opportunity to provide a statement on the change in performance pay before the change is implemented. An employee whose performance pay is reduced because of a change in a work entity or part thereof shall receive fixed monthly compensation. This compensation shall correspond to the difference between the previous and the new performance pay at the time of the change. The compensation shall be paid as long as the employee performs work on the relevant work entity or part thereof but for no longer than the term of notice under the collective labour agreement.
- 5. If an employee's performance pay is substantially reduced on account of the employer assigning another work entity or part thereof to the employee within the limits of the employer's authority, the employee shall receive fixed monthly compensation corresponding to the difference between the previous and the new performance pay. This compensation shall be paid from the day when the employee was notified of the change and its grounds in writing and shall continue as long as the change has a salary-reducing effect however, no longer than the term of notice specified in the collective labour agreement.

- 6. The amount of an employee's performance pay may be reduced for reason of a certain newspaper's complete removal from distribution. In this case, the employee shall receive fixed monthly compensation corresponding to the difference between the previous and new performance pay. Compensation shall be paid from the day when the employee was notified of the change and its grounds in writing and shall continue as long as the removal of a certain newspaper has a salary-reducing effect but no longer than the term of notice under the collective labour agreement.
- 7. The employee and the shop steward representing him or her can jointly demand that the grounds affecting the employee's salary for the work entity or part thereof assigned to that employee be adjusted. The employer must present the grounds within one month of receiving a written request for adjustment. If the grounds for a work entity or part thereof are changed for reason of adjustment and the performance-linked pay is increased accordingly, the new performance pay shall be paid from the beginning of the salary payment period commencing soonest after the month following the adjustment request. If the performance pay is reduced, the new performance pay shall be paid from the beginning of the next salary payment period commencing after two months have elapsed since the implementation of adjustment.
- 8. A change in an employee's hourly pay caused by a change in a work entity or part thereof shall be governed by the principles agreed upon for performance pay in subsections 4 to 7 above.
- 9. If employees have to be discharged because of a permanent reduction in work volume, the remaining employees' work entities shall be rearranged in line with the aim of avoiding any reductions in the performance pay of employees whose primary occupation is involved.

# 9 § Reimbursement of costs

- 1. If a distribution route is to be served using the employee's own bicycle, the employee shall be paid a **bicycle compensation** of 43 cents per distribution shift specified in the shift list.
- 2. The employer shall pay **telephone compensation** to an employee using his/her own telephone in distribution work for each distribution shift specified in the shift list in accordance with local agreement at the company level in conformance with section 47 of the collective labour agreement.

# SALARY APPENDIX P (MESSAGING AND TRANSPORT WORK)

**TES:** 60

SC: P1, P2, A, B, C

# 1 § Scope of application

This appendix is applied to employees in basic and professional duties in the different stages of messaging work, as well as employees working in goods transport duties.

# 2 § Salary

The employee's fixed salary is composed of

- 1. the task-specific table-specified salary, graded on the basis of years of experience,
- 2. a salary component based on special work responsibility or expertise (optional);
- 3. a personal salary component (optional),
- 4. possibly a company-specific productivity-based salary component,
- 5. possibly separate compensation for non-addressed postal matter in mail distribution, and
- 6. possibly compensation for separate contract work in mail distribution.

# 1. Task-specific table-based salary

# Salary groups:

#### Salary group 100: Basic task

Task with a single work description or no more than two distribution routes

# Salary group 200: Professional task

Messaging work

# Salary classes A, B, and C Transport task

Goods transport work in accordance with the Act on Licensed Goods Transport by Road, with the exception of mail distribution work

# Salary-table salaries

Sala	Salaries in the table as of 1 November 2016 (in euros):						
SC: P1 SC: P2							
BAS	SIC TASK	Monthly salary		Hourly salary			
SG	Years of service	OTHER FINLAND	CPTL	OTHER FINLAND	CPTL		
101	less than 2 years	1,758	1,810	10.99	11.31		
102	2 years but less than 6 years	1,834	1,889	11.46	11.81		
103	6 years but less than 10 years	1,914	1,971	11.96	12.32		
104	10 years but less than 16 years	1,997	2,056	12.48	12.85		
105	16 years or more	2,085	2,147	13.03	13.42		
PRC	DFESSIONAL TASK	Monthly	salary	Hourly	salary		
SG	Years of service	OTHER FINLAND	CPTL	OTHER FINLAND	CPTL		
201	less than 2 years	1,842	1,897	11.51	11.86		
202	2 years but less than 6 years	1,921	1,978	12.01	12.36		
203	6 years but less than 10 years	2,004	2,064	12.53	12.90		
204	10 years but less than 16 years	2,091	2,153	13.07	13.46		
205	16 years or more	2,184	2,249	13.65	14.06		
TRA	TRANSPORT TASK		Monthly salary		Hourly salary		
Van	T	OTHER	CPTL	OTHER	CPTL		
SG	Years of service	FINLAND		FINLAND			
A01	less than 6 years	1,887	1,943	11.79	12.14		
A02	6 years but less than 10 years	1,970	2,029	12.31	12.68		
A03	10 years but less than 16 years	2,055	2,116	12.84	13.23		
A04	16 years or more	2,144	2,208	13.40	13.80		
Lori SG	Years of service	OTHER FINLAND	CPTL	OTHER FINLAND	CPTL		
B01	less than 6 years	1,941	1,999	12.13	12.49		
B02	6 years but less than 10 years	2,022	2,082	12.64	13.01		
B03	10 years but less than 16 years	2,108	2,171	13.18	13.57		
B04	16 years or more	2,200	2,266	13.75	14.16		
	culated vehicle	OTHER	CPTL	OTHER	CPTL		
SG	Years of service	FINLAND		FINLAND			
C01	less than 6 years	1,993	2,052	12.46	12.83		
C02	6 years but less than 10 years	2,077	2,139	12.98	13.37		
	46 1 11 11			40			
C03	10 years but less than 16 years 16 years or more	2,162 2,252	2,226 2,319	13.51 14.08	13.91 14.49		

# **Determination of transport task group**

In transport work, an employee's task group is determined on the basis of his or her primary work. If an employee temporarily works in duties of a lower salary class, his or her salary shall not be reduced. If, during a shift list period, an employee performs the duties associated with a higher salary class for at least five days, he or she shall receive the salary of that higher salary class for these days.

#### **Hourly salary**

The hourly salary is paid to employees performing part-time work whose average monthly working hours total less time than 160 hours per month. The hourly salary is calculated by division of the sum of the salary in the table and any salary component based on special responsibility and expertise, any personal salary component, and any system extra for an employee performing the corresponding full-time work by 160.

#### **CPTL** salary

In the capital region (Helsinki, Espoo, Vantaa, and Kauniainen), the salary in the CPTL table is paid.

#### Changes in tasks

If the employee's duties are changed permanently and fundamentally, the salary group for the new duties is determined. The employee's salary group and salary are reviewed as of the date of the change in duties. If the employee's duties are permanently changed to duties befitting a lower-level salary group, the term of notice for termination of the employment contract employment contract is applied to the change in salary group and salary. If necessary, the employment contract is reviewed also.

# 2. Salary component based on special responsibility and expertise

In addition to the table-specified salary, a separate salary component is paid to employees whose tasks include the initially stated task and also tasks requiring special responsibility or special expertise.

The salary component based on special responsibility and expertise is paid when the employee has been appointed to the task and the work conformant to the task commences.

If the employee simultaneously performs more than one task requiring special responsibility and expertise, the employee is paid the salary components in question when the conditions for the payment are fulfilled.

The employee is assigned to the task either until further notice or for a fixed term. If the duties of the person assigned to the task until further notice are changed permanently such that the employee's work no longer lies within the scope of the task requiring special responsibility and expertise, the salary group for the new tasks is determined. Task changes not resulting from the employee are anticipated with respect to a new salary by notifying the employee in question of the change no later than with the term of notice for termination of the employment contract determined according to the duration of performance of those duties.

A person assigned as a substitute for a task that requires special responsibility and expertise is paid a substitution bonus in the amount of that salary component. The substitution bonus is paid for substitution lasting at least five consecutive working days. In tasks for which a salary component is paid on the basis of bearing responsibility for the work of a team, the substitution bonus is paid for all days of work as a substitute. The substitution bonus is not paid for tasks falling under subsection 2.4. B.

Division of the salary component based on special responsibility and expertise between two or more employees may be agreed upon locally pursuant to section 47 of the collective labour agreement.

#### 2.1. Responsibility for the team's work

**EUR 216.43** 

The task of team responsibility supports a supervisor's work. The employee has been given independent authority and responsibility to arrange work. The employee acts as a liaison between the team and the work management. The task includes the team's work arrangements.

#### 2.2. The tasks of a training manager

**EUR 102.52** 

The task of a training manager requires wide expertise in the postal handling process. The employee has been trained as a workplace trainer, and the employee makes tools and premises for work instructors available.

# **2.3.** Responsibility for full or partial process guidance or functioning EUR 102.52 The task of responsibility may include the following responsibilities, among others:

- Serving as the team's work process manager, carrying out tasks independently without work supervision responsibility
- Managing the use of systems that support the process (access rights), guidance, and maintenance
- Performing follow-up on and guidance on matters related to a part of the process (e.g., timetables or anomalies)
- Reporting to the organisation and possibly externally
- Performing quality monitoring and guidance, or
- Carrying out decision-making, or planning or option selection.

# 2.4. Customer responsibility

A)

EUR 102.52

A task related to special responsibility and expertise differs from traditional postal work in that it entails extensive handling of material from a customer process, involves customer contact and customer service situations as an integral element, and clearly involves a work stage of the customer's own process.

The salary component related to the special responsibility and expertise is paid for performance of a special task tailored for the customer. For instance transportation service, shelving services, switching services, and deep service.

When the employee works on the employer's premises, the task may include, for example,

- extensive messaging and logistics product pricing and customer service;
- reception / pricing inspection, which at a fundamental level involves customer contact (e.g., secondary investigation, rectification, and reporting) and connection with sales; and
- pricing service, which includes reporting and customer contacts (performing assignments that differ from the basic task).

The salary component related to special responsibility and expertise is not paid for the provision of messaging and logistics products to the customer's premises that is related to regular professional work involving postal work. Express delivery, delivery at a set time, delivery to a specific place, and taking packages to customers and retrieving them from customers.

B) EUR 51.27

If the task involving customer responsibility is not regular but does recur weekly, a separate salary component based on special responsibility and expertise is paid for management of the task. The fulfilment of the requirements for the payment is determined locally between the shop steward and supervisor.

#### 2.5. Demanding special tasks

**EUR 102.52** 

Some tasks require special expertise and independent consideration. Solutions must be found often by combining professional special expertise, information gleaned from one's education, and innovative procedures.

A salary component is paid to employees whose skills and abilities enable them to work, without separate induction, on all mail distribution tasks in the work area agreed upon in an employment contract. Prerequisites for payment are that, over a period of one year, the employee works in at least four workplaces from which distribution starts and that the workplaces (including their town or similar) in which the work is performed are agreed upon as the workplace in his or her employment contract.

Demanding special tasks also include address investigation and storage work for a communication service. For employees working with these duties, the salary component is paid in full if the work is full-time. If the work lasts at least three hours per day, half of the salary component is paid. If the work lasts at least half an hour a day, a quarter of the salary component is paid.

#### 2.6. Forklift bonus

A) EUR 102.52

A forklift bonus is paid to an employee whose shift or shift rotation fundamentally involves operating a forklift truck. Forklift truck operation accounts for a considerable proportion of the employee's working hours. It need not, however, account for more than half of the working hours.

B) EUR 51.27

The forklift bonus is paid to an employee whose shift or shift rotation fundamentally involves work other than operating a forklift truck. The employee's main task is other work, but operating a forklift truck is a regular part of the shift or shift rotation. If the operation of a forklift truck is to only a minor extent or occasional, the bonus is not paid.

**2.7. Demanding special task of employees performing address management**Employees performing address management tasks

EUR **79.73** 

#### 3. The personal salary component

For tasks specified in the Salary Appendix, the employee may be paid a personally agreed salary component. The amount of the salary components agreed upon at the company level must exceed that of the salaries stated in the table by 2.27%. If the company uses a company-specific productivity-based salary component in accordance with section 4 of the Salary Appendix, its variable salary components shall be taken into account in the calculation of the excess insofar as they exceed 1.5%. The development of the agreed-upon salary component is assessed company-specifically at the end of each calendar year. Any increases in personal salaries are implemented as a level increase for everyone as of the beginning of the next April.

#### 4. The company-specific productivity-based salary component

At the company level, a company-specific productivity-linked salary component substituting for or supplementing other salary specified in the collective labour agreement may be utilised. The grounds for utilisation of this salary component and its cost impact are to be agreed upon between the parties to the collective labour agreement. In this case, it may be agreed that the content of the salary component shall be set in more detail locally at the company level in conformance with section 47 of the collective labour agreement.

#### 5. Separate compensation for non-addressed postal matter

If a site handles, on average, more than five deliveries of non-addressed postal matter per week within a month, a separate piece rate shall be paid for this. The amount of separate compensation is 0.75 cents per piece delivered in excess of the above number. Items weighing more than one kilogram and deliveries of catalogues are subject to separate agreement at the company level.

The compensation shall be paid in proportion to the site's total volume and working hours to all employees in the basic resource who have participated in handling of the non-addressed postal items.

The site's duties must be planned such that the scheduled daily working hours will not be exceeded as a result of the distribution of non-addressed postal items.

# 6. Compensation for temporary contract work in mail distribution

If a full-time employee performs temporary contract work on a distribution route or part thereof that does not belong to his or her own shift for reason of another employee's unforeseeable absence, the temporary contract work shall be compensated for by means of additional payment amounting to 1.65 times the hourly salary for the scheduled working hours for the contract work, in addition to the employee's own salary. Any excess in working hours marked in the shift list shall not be compensated for by any other means. The employer and employee shall agree upon any temporary contract work and its extent before the work commences. The compensation for temporary contract work shall not be taken into account in the calculation of the employee's salary during sick leave; annual-holiday pay and bonus; overtime pay and other working-hours remuneration; or other salaries, bonuses, and remuneration determined on the basis of the collective labour agreement.

In part-time work, the above-mentioned compensation for contract work shall be paid for the employee's regular working hours marked in the shift list. In part-time work, the difference between the employee's working hours indicated in the shift list and full-time daily working hours conformant to section 5 of the collective labour agreement shall be deemed additional work. Compensation for additional work in accordance with section 16(2) of the collective labour agreement shall be paid for additional work. Compensation for overtime in accordance with section 16(7) of the collective labour agreement shall be paid for working hours in excess of full-time daily working hours.

An employee is by request entitled to change contracting compensation to flex holiday accordingly.

#### 3 § Combination duties

When an employee's work consists partly of work covered by this appendix and partly of work covered by other salary-related appendices under the job combination model, salary shall be paid in accordance with the salary set in the Salary Appendix document applicable to each work task performed.

#### 4 § Separate distribution of unaddressed deliveries

Provisions for the terms of employment observed in distribution work entailing unaddressed deliveries performed as separate distribution are given in the appendix to this Salary Appendix document.

# APPENDIX TO SALARY APPENDIX P (ON SEPARATE DISTRIBUTION OF UNADDRESSED DELIVERIES) Separate distribution of unaddressed deliveries

#### 1 § Scope

This appendix gives provisions for the terms of employment observed in distribution work entailing unaddressed deliveries performed as separate distribution.

If an employee performing separate distribution work entailing unaddressed deliveries does not perform any other work within the scope of application of the collective labour agreement, only the provisions stated in this appendix related to the collective labour agreement and provisions on the collection of membership fees under section 44 of the collective labour agreement shall apply to the employee.

Provisions under section 5 of this appendix shall apply only if the employee has not signed an employment contract with the employer for other than the work referred to in this appendix. Provisions under section 6 of this appendix shall apply only if the employee, under the employment contract, does not perform work other than that referred to in this appendix.

#### 2 § Distribution work

Separate work entailing unaddressed deliveries consists of sorting and distribution of deliveries. On a weekend, the distribution day is primarily a Saturday. The delivery worker may, if the customer agreement allows, perform the distribution on a Sunday. However, the applicable grounds for remuneration are the same as for a Saturday.

Distribution is performed by foot or bicycle or, if the delivery worker so wishes, by means of his or her own car. If the employee is obliged under the employment contract to use his or her own car or a car managed by the employee, said employee shall be paid compensation for travel expenses incurred in the use of that car, as agreed in the employment contract. Otherwise, separate compensation for costs shall not be paid for a vehicle that might be used in distribution.

## 3 § Salary grounds

#### Amount of remuneration

A piece rate shall be paid for separate distribution work entailing unaddressed deliveries. For the first two products delivered in a batch, 5.33 cents each shall be paid in multi-occupancy blocks and in a multi-occupancy housing area, and 5.55 cents for each household and distribution instance (i.e., each time there is a distribution) in detached and terraced houses and in other areas of detached and terraced housing.

For each subsequent distributable product, 0.94 cents shall be paid for each household and distribution instance.

For papers received for distribution unfolded, an additional 1.13 cents apiece shall be paid.

#### Other salary provisions

The remuneration compensates for the sorting and distribution of deliveries.

If an employee performing separate distribution work entailing unaddressed deliveries also performs other work conformant to the collective labour agreement for the same employer, the salary payable for the other work shall be determined by the salary specified in the Salary Appendix document applicable to said task. Remuneration payable for separate distribution work entailing unaddressed deliveries is determined solely by piece rates as agreed upon in this appendix.

The remuneration described in this appendix shall not be taken into account in calculation of an employee's annual-holiday pay; including annual-holiday bonuses conformant to the collective labour agreement; holiday compensation payable instead of holiday pay at the end of the employment relationship; salary for a period of absence for which sick-leave compensation is granted; holiday bonus; compensation for overtime or unusual working hours; or other salaries, bonuses, or compensation determined under the collective labour agreement.

#### The minimum hourly salary system

For the time spent rendering the deliveries ready for distribution and for distribution, the employee shall earn at least the hourly salary defined in the collective labour agreement for salary group 001 of Salary Appendix D applicable to employees in newspaper distribution work.

Should the employee not receive the above-mentioned minimum hourly salary, the employee is obliged to notify his or her supervisor of the hours he or she has spent in the distribution of the deliveries and his or her minimum salary requirement. The notification shall be given no later than three days after the distribution day. Otherwise, the right to a minimum salary lapses.

# 3 a § Local agreement

Other arrangements for the above provisions of section 2 concerning the performance of distribution work and of section 3 concerning salary grounds may be settled by local agreement in member companies of Service Sector Employers PALTA in accordance with section 47 of the collective labour agreement. The agreement shall be made between the employer's representative responsible at least for regional operations and a national head shop steward (or another head shop steward providing the most extensive representation of the employees) or a shop steward.

If the unusual structure of the distribution area or the exceptional form of the deliveries to be distributed makes agreement necessary or if distribution is performed in a dispersed settlement or the employer mechanises the sorting of the deliveries, agreement shall be possible between the employer's regional representative and the district head shop steward or district shop steward.

#### 4 § Payment of salary

Salary shall be paid in arrears at monthly intervals on the 15th day of the next calendar month.

Upon the termination of employment, the salary is paid without delay.

#### 5 § The employment contract

The trial periodTrial period in the beginning of the employment is one month.

The term of notice Term of noticefor the employment contract to be adhered to by the employer is one month, and the employee's term of notice is 14 calendar days.

# 6 § Annual holiday

The employee's entitlement to annual holiday or to the leave provided for in the Annual Holidays Act is determined according to the Annual Holidays Act.

If an employee is entitled to annual holiday under the Annual Holidays Act or is covered by the leave arrangements provided for by the Annual Holidays Act, that employee shall be paid 9.0% of the salary amount paid to him or her, as holiday pay or holiday compensation; if the employment relationship has lasted at least one year without interruption by the end of the holiday determination year preceding the holiday season, the amount shall instead be 11.5% of the salary amount.

The holiday pay and holiday compensation are calculated separately for each calendar month and are disbursed monthly in connection with payment of salary. If, however, the employee earns days of annual holiday according to the agreement for the full or almost full holiday determination year, this portion of the holiday pay will be paid at the beginning of the holiday, unless otherwise agreed.

#### SALARY APPENDIX M (WAREHOUSE WORK)

TES: 60 SC: M1, M2

#### 1 § Scope

This Salary Appendix document shall apply to work in warehouses in the messaging and logistics sector.

# 2 § Salary tables and salary groups

#### Wage

1. The employee's fixed salary is composed of table-specified salary determined by on the basis of service time or task.

Tab	Table-specified monthly salaries as of 1 November 2016:						
		SC: M1 SC: M2			M2		
		Monthly	salary	Hourly	salary		
SG		THE REST OF FINLAND	CPTL	THE REST OF FINLAND	CPTL		
101	warehouse workers less than 2 years	1,686	1,786	10.54	11.16		
103	warehouse workers 2 years but less than 4 years	1,732	1,835	10.83	11.47		
105	warehouse workers 4 years but less than 7 years	1,835	1,952	11.47	12.20		
108	warehouse workers 7 years or more	1,912	2,039	11.95	12.74		
200	trainer	1,994	2,130	12.46	13.31		
300	team leader	2,079	2,221	12.99	13.88		
400	supervisor	2,145	2,291	13.41	14.32		

- 2. The capital region comprises Helsinki, Vantaa, Espoo, and Kauniainen.
- 3. Part-time employees are paid an hourly salary. Hourly salary is calculated by division of the salary of a full-time employee by 160. The salary is calculated by multiplying the hourly salary with the hours entitling the worker to salary.

#### **Trainer**

- 4. A trainer is a separately designated employee who
  - performs all tasks within the scope of the sector and
  - provides training and guidance to others regarding work in the sector.

#### Team leader

- 5. A team leader is a separately designated warehouse worker who
  - works permanently as an assistant to the warehouse supervisor in work supervision duties and
  - performs regular warehouse work.

#### **Supervisor**

6. A supervisor has a negotiated salary, which shall amount to no less than the table-specified salary.

# **Training**

7. A warehouse worker with a vocational qualification in storage and transportation shall immediately be considered a second-year employee and will reach the third-year salary group during the second working year.

# Transfer to higher-paid work

8. When an employee is transferred to more highly paying work continuing for over two weeks, said employee shall be paid salary for any excess time applicable to the work to which he or she has been transferred. When the transfer is caused by annual-holiday arrangements and lasts more than four weeks during a calendar year, the employee shall be paid salary for any excess time applicable to the work to which he or she has been transferred. Before the transfer, the employer shall establish the impact of the transfer on the salary.

# Salary group changes

9. The employee is assigned to the task of a trainer, team leader, or supervisor either until further notice or for a fixed term. If the duties of an employee assigned to the task until further notice are changed permanently such that the employee's work no longer lies within the scope of the task, the task changes not resulting from the employee are anticipated with respect to a new salary with notification of the employee in question of the change no later than with the term of notice conformant to the collective labour agreement, determined by the duration of performance of those duties.

# 3 § Additional bonuses

1. Any above-average language skills required by the employer will be taken into account as a factor increasing the salary.

# **Bonus for working conditions**

- 2. A bonus for working conditions shall be paid for exceptionally heavy or dirty conditions. A bonus for work conditions shall also be paid for otherwise difficult conditions. Such work may include
  - work in an outdoor or unheated warehouse during winter,
  - work in a warehouse for fresh goods,
  - handling of hazardous materials, or
  - moving large quantities of goods manually.

A bonus for work conditions shall be paid if the warehouse worker's work departs from average warehouse work conditions and is performed in the conditions described above. The bonus for work conditions amounts to 7–11% of the table-specified salary for each working hour entitling the worker to the bonus.

3. The payment and amount of the bonus for working conditions shall be agreed upon in more detail locally between the employer and shop steward or, in his or her place, the head shop steward in conformance with section 47 of the collective labour agreement.

#### Bonus for work in a refrigerated warehouse

4. For working hours in a refrigerated warehouse, a bonus for refrigerated warehouse work in the amount of 20% of the personal salary shall be paid for each hour entitling the employee to the bonus. For an employee working primarily in a refrigerated warehouse, the bonus shall be paid for all hours.

#### Alarm compensation

5. In addition to salary paid for alarm work, an additional two hours' salary shall be paid.

# 4 § The company-specific productivity-based salary component

At the company level, a company-specific productivity-linked salary component substituting for or supplementing other salary specified in the collective labour agreement may be utilised. The grounds for utilisation of this salary component and its cost impact are to be agreed upon between the parties to the collective labour agreement. In this case, it may be agreed that the content of the salary component shall be set in more detail locally at the company level in conformance with section 47 of the collective labour agreement.

# APPENDIX 1: AGREEMENT ON TRADE-UNION TRAINING AND JOINT TRAINING

# 1 § Overview

Trade union training refers to training arranged by Finnish Post and Logistics Union PAU for its members, supported financially by the employer as described below.

Joint, or 'common', training refers to training that promotes collaboration in the workplace, arranged by unions or by the employer and employee parties together. Provisions applying to common training are applied also to training involving participation systems and local agreement.

# 2 § Trade union training financially supported by the employer

Trade union training financially supported by the employer refers to courses agreed upon in the training programme approved pursuant to section 4 of this appendix.

The personnel entitled to participate in trade union training financially supported by the employer are shop stewards referred to in the shop steward agreement and their deputies, the chairperson of a local labour union branch or association, and the shop stewards referred to in the occupational safety agreement.

Said personnel entitled to the training may participate in trade union training supported financially by the employer as is necessary for the management of their shop steward role or co-operation tasks.

The employer pays a course payment to the arranger of the training as compensation for the expenses incurred for the training, in the amount of 59.54 euros per day of training for courses of two days or longer. For training events of one day, the payment is half of the latter full course payment. The course payment is paid for training events of no more than one month each.

For the time off granted for trade union training supported financially by the employer, the employer compensates for the loss of income for at most one month per training event.

The loss of income is compensated for via payment of fixed salary for the duration of the training event. For employees paid by the hour, the loss of income from regular working hours is compensated for in line with the average daily earnings.

The person must seek release from the work duties for the training event. Application for this must be made at least three weeks prior to the start of the training event if the event lasts more than five days, or at least six weeks in advance if the event lasts more than five days.

If granting the time off during the time referred to in the application would cause significant harm to the operations of the company, the employer has the right to move the beginning of the time off by no more than six months or, in the case of training recurring less frequently than every six months, until the time for which the next corresponding training event is arranged. Should the employer exercise the abovementioned right of transfer, the head shop steward and the person in question must be notified in writing, no less than 10 days prior to the training, of the reason owing to which the time off cannot be granted.

# 3 § Leave for study

Employees may participate in non-paid trade union training in accordance with the provisions of the Study Leave Act.

A person may participate for one month per calendar year in trade-union training that is financially supported pursuant to section 2 without reduction in the time for study leave under the Study Leave Act.

# 4 § Approval of the training programmes

Finnish Post and Logistics Union PAU must submit to Service Sector Employers PALTA its proposal on the trade union training programme no later than two months before the start of the calendar year.

The trade union training programme referred to above in section 2 is approved by calendar year. If necessary, courses may be approved or changed during the course of the calendar year.

Basic courses intended for shop stewards include, for example, a course in looking after interests and co-operation, basic course addressing terms of work, course on labour law, and shop steward's course. Courses intended for occupational safety personnel include, for example, courses on occupational safety co-operation, a basic or advanced occupational safety course, and a basic course in the terms of work. Courses intended for chairmen include, for example, courses in co-operation and monitoring of interests, a course covering terms of work, chairman's and secretary's courses, and a shop steward's course.

In addition to the above-mentioned courses, supplementary courses may be arranged as agreed in more detail in the training programme.

#### 5 § Joint training

For the time off granted for joint training, the employer compensates for loss of income for no more than one month per training event. The loss of income is compensated for via payment of fixed salary for the duration of the training event. For employees paid by the hour, the loss of income from regular working hours is compensated for in line with the average daily earnings. No bonus, including overtime bonus, or any other compensation for working hours shall be paid for the training time. Salary for travel time is not paid for travel outside working hours. The employee is reimbursed for direct expenses incurred in the training. Travel expenses that are direct expenses are compensated for in accordance with the regulations applicable to compensation for travel expenses.

Participation in joint training is agreed upon between the unions, within the company, or between a supervisor and an employee in accordance with Chapter 5, section 27 of the Co-operation Act.

# 1 § Scope of application of the agreement

This shop steward agreement shall be applied to the election, position, and tasks of a shop steward pursuant to section 48 of the collective labour agreement; to the management of these tasks; and to compensation for loss of income caused by management of the shop steward's tasks, as well as to the training and operation facilities of shop stewards.

# 2 § The shop steward concept

The term 'shop steward' refers to the head shop steward, shop steward, and their deputies.

Below, 'shop steward' includes the head shop steward unless there are regulations specifically applicable to the head shop steward regarding the relevant matter.

The provisions of this agreement shall be applied to the deputy of the head shop steward or of a shop steward only when that person is carrying out shop steward's tasks on the basis of notice as agreed upon in the collective labour agreement.

# 3 § Election of the shop steward

#### The right to elect a head shop steward and shop steward

Members of Finnish Post and Logistics Union PAU who fall within the scope of application of the collective labour agreement have the right to elect head shop stewards and shop stewards.

The employees have the right to elect a shop steward for the workplace. If only one shop steward has been elected for a workplace, the shop steward is the head shop steward as referred to in this agreement.

The employees additionally have the right to elect shop stewards in such a way that their areas of operation cover all work units of the employer. The area of operation of a shop steward is agreed upon locally, pursuant to section 47 of the collective labour agreement, between the employer and the head shop steward.

If the size, organisational structure, or area of operation of the employer so requires, it may be agreed between the employer and Finnish Post and Logistics Union PAU, in addition to the above, that a region- or profession-specific head shop steward and a deputy to him or her shall be elected.

A deputy can be elected for the head shop steward and shop stewards.

In agreement on the area of operation of a shop steward, attention must be paid to the area of operation being appropriate and such as promotes the handling of issues in line with the negotiation system. Similarly, attention must be paid to the number of employees and work sites, the extent of the area, and the nature of production, as well as the ability of the shop steward to contact the personnel he or she represents.

#### Shop steward election

For the election of a head shop steward and shop steward, an election may be held in the workplace, or a postal ballot can be arranged. The election times and locations must be agreed upon with the employer no later than 14 days prior to the election. The shop steward must be an employee in the workplace the shop steward represents and must be familiar with the conditions prevailing in the work there. The person may not be a supervisor who decides on terms of employment or working conditions in the workplace of the electors.

#### Communications of shop stewards' identity

Finnish Postal and Logistics Union PAU notifies the employer in writing of the head shop steward and his or her deputy. The local trade union branch or head shop steward must notify the employer in writing of shop stewards and their deputies. Additionally, notice must be given when deputies of the head shop steward or shop steward serve as the substitute for the head shop steward or shop steward.

# 4 § Position of the shop steward

The shop steward is in the same position in his or her employment relationship with the employer whether he or she handles the shop steward's tasks in addition to the work or instead has been partly or entirely released from work.

The shop steward is personally responsible for his or her adherence to the general terms for work, working times, work supervision orders, and other administrative orders.

The opportunities of a shop steward to develop and advance in his or her profession may not be reduced because of the position as shop steward.

A person serving as a shop steward may not during the performance of that task or because of it be transferred to work paying less than the work that person had directly prior to election as a shop steward. Neither may the person be transferred to lower-grade work if the employer can offer work corresponding to said person's professional competence. The person may not be fired because of the shop steward's duties.

If the primary work of the person elected as a head shop steward hinders the handling of the head shop steward's tasks at a fundamental level, other work must, where possible, be arranged for this person, in view of the conditions at the company or of the work district that is the operating area of the head shop steward as well as said person's professional competence. Such an arrangement may not cause a reduction of the person's earnings.

#### 5 § Protection of the employment relationship of a shop steward

#### Financial and production grounds for termination of employment

Should workers for the company be fired or laid off for financial or production reasons, such a measure may not be applied to the head shop steward unless it is jointly determined that the head shop steward cannot be offered work that corresponds to his or her profession or is otherwise suitable. The employment contract of a shop steward may be terminated pursuant to Chapter 7, section 10 of the Employment Contracts Act only when the work ends completely and no work corresponding to the person's professional competence can be arranged.

#### The position of the head shop steward in the event of transfer of business

The head shop steward's position continues regardless of a transfer of business if the transferred business or part thereof retains its independence. If the business or part thereof loses independence, the head shop steward is entitled to posterior protection as referred to in this section as of the end of duties that results from the transfer of business.

#### **Individual protection**

A shop steward may not be fired in consequence of factors resulting from the shop steward him- or herself without the consent of the majority of the personnel represented by the shop steward, as required by Chapter 7, section 10 of the Employment Contracts Act.

The employment contract of a shop steward may not be cancelled in violation of the provisions of Chapter 8, section 1 of the Employment Contracts Act.

In assessment of the grounds for cancelling a shop steward's employment contract, the shop steward may not be placed in a worse position than that of the other employees.

#### The position of the head shop steward's deputy

If the employer terminates the employment contract of the deputy to the head shop steward or lays that person off when said person is not acting as the substitute for the head shop steward or otherwise not acting in the position of a shop steward, the termination or layoff is still deemed to have resulted from the shop steward position of the affected employee unless the employer can prove that the measure resulted from other factors.

#### **Procedural provisions**

The employment contract of a shop steward is terminated in writing. The term of noticeTerm of notice is as agreed in the collective labour agreement unless otherwise provided for in the employment contract. The notice must indicate the reason for termination. Notice of the termination of the employment of a head shop steward is given to Finnish Post and Logistics Union PAU. Notice of the termination of employment of a shop steward is given to the local labour union branch that had given notice of the shop steward's election or to the head shop steward.

The term of notice is not, however, adhered to, nor is the above-mentioned notice required, if the employer is entitled by law to cancel the employment contract or the work has to be fully or partly interrupted because of force majeure.

#### Candidates' protection

The provisions of this section shall also be applied to a candidate for the position of head shop steward. The protection of candidates does not, however, commence until, at the earliest, three months prior to the beginning of the election of a head shop steward and ends for people other than the one elected as head shop steward upon the confirmation of the election result.

#### Posterior protection

The provisions of this section shall also be applied to an employee who has served as a head shop steward, for six months following the end of that person's duties as head shop steward.

#### Compensation

Should the employment contract of a shop steward have been terminated in violation of this agreement, the employer shall pay the shop steward the amount of at least 10 and at most 30 months' salary. The compensation shall be ordered on the principles provided for in Chapter 12, section 2 of the Employment Contracts Act. As a factor increasing the compensation it must be taken into account that the rights arising from this contract have been infringed. Should a court deem the prerequisites for continuing the employment or for the restoration of already terminated employment to exist and, regardless, the employment not be continued/restored, this must be taken into account as a particularly grave reason in determination of the amount of the compensation.

#### 6 § Duties of a shop steward

The primary task of a shop steward is to represent the organisation that has signed the collective labour agreement, a registered sub-organisation thereof, or a local labour union branch in connection with matters related to the application of the collective labour agreement and labour law and also matters related to work rules and generally pertaining to the relationships between the employer and the employee. Another task of the shop steward is to relay information between the union party and the employee.

## 7 § Information given to the shop steward

In the event of lack of clarity or a dispute regarding an employee's salary or the application of laws or agreements related to the employment relationship, the shop steward must be provided with all information affecting the resolution of the case. The information requested shall be delivered to the shop steward no later than two weeks from presentation of the request, unless otherwise agreed upon with the shop steward.

Information regarding local agreement shall be given without delay and no later than two weeks after the shop steward has requested the information in writing. If the information is not delivered within four weeks of the shop steward requesting it in writing, the issue is submitted for direct settlement between the parties to the collective labour agreement, notwithstanding the provisions regarding the settling of disputes as set forth in section 52, subsections 1-3 of the collective labour agreement.

The head shop steward has the right to receive information regularly on the workforce and salary levels and the composition and development of the salary in the area the head shop steward represents or his or her workplace. The application of this item may be agreed upon in more detail.

The head shop steward has the right, for the handling of his or her duties, to receive information on subcontractors active in his or her jurisdiction or workplace as well as of the workers in their service in the workplace or area of jurisdiction.

## 8 § Management of shop steward's duties

For the management of the shop steward's duties, regularly recurring or temporary release from work shall be arranged for the head shop steward and shop steward.

When assessing the time use required for managing the shop steward's tasks, attention must be paid to, among other issues, the following:

- The number of employees and work sites and the size of the area, as well as the nature of production
- Whether a time- or performance-based salary system is adhered to in the workplace
- To what extent the salary system being used requires continuous negotiation
- The nature of the performance salary systems in use
- To what extent the work and work methods are permanent / continuously changing
- The possibility of the head shop steward and the shop steward contacting the people they represent

If the head shop steward or shop steward has been released from work for regularly recurring periods of time, he or she must manage the shop steward's duties at that time. However, the work management must grant release from work also at other times suitable for the work: to the head shop steward for managing urgent matters and to the shop steward for their short–term management.

If the head shop steward or shop steward has reported absence, the shop steward's duties are handled by the deputy. If the absence is short, the deputy will work with the duties only when necessary.

#### Regularly recurring release

The regular minimum time use of a head shop steward is

Group	Number represented	Time	used	per
1	10 - 49	ζ	4	
2.	50 - 99		8	
3.	100 - 249		16	
4.	250 - 399		24	
5.	400 - 549		32	
6.	more than 550		40	

The regular minimum time use of a shop steward is

Group	Number represented	Time used per
		month
1.	30 - 49	3
2.	50 - 99	12
3.	100 - 299	32
4.	more than 300	40

Local agreement, pursuant to section 47 of the collective labour agreement, between the employer and the head shop steward on time use otherwise is possible with the grounds referred to in this section.

In calculation of the amount of release, no person or personnel group may be counted as represented by more than one head shop steward and/or shop steward.

The number of personnel that is the basis for release from work is revised annually in June, when necessary. Any changes to the amount of release are implemented at the beginning of the next month. If there are significant changes in the number of personnel represented during the inspection period, the resulting changes are in effect from the beginning of the month following the time when the changes were detected.

#### **Temporary release**

For a head shop steward and shop steward other than regularly released from work, the employer will grant temporary release, when necessary, at the time most suitable in view of the work.

## 9 § Compensation for loss of income and the shop steward's benefit

## Compensation for loss of income

The employer will compensate the shop steward for the income that he or she loses for the time of regularly recurring release and release temporarily granted during working hours, whether in local negotiations with representatives of the employer or while working with duties otherwise agreed upon with the employer, unless other grounds for compensation have been agreed upon.

If a work shift of a shop steward regularly performing evening or night work that entitles him or her to an evening- or night-work bonus is cancelled, completely or in part, because of a shop steward's duty ordered by the employer to be performed at a time other than the evening or night, the shop steward is paid as compensation for loss of income the evening- or night-work bonus or night increase for the cancelled shift or part thereof; however, this shall not apply for a time longer than that spent handling the shop steward's duty in question.

Salary is paid for the duration of temporary release according to the shift indicated in the shift list that was cancelled partly or fully.

If a shop steward other than one fully released from work performs duties agreed upon with the employer outside the shop steward's regular working hours, the shop steward is paid additional-work and overtime benefits in accordance with the principles applied for the shop steward's primary work, or another bonus is agreed upon.

## Shop steward's remuneration

In addition to the compensation for loss of income, head shop stewards and shop stewards are paid shop steward's remuneration.

The shop steward's remuneration paid to the head shop steward is

Group	Number represented	Head shop steward's remuneration (euros/month)
1.	less than 50	77
2.	50 - 99	103
3.	100 - 249	207
4.	250 - 399	310
5.	400 - 549	414
6.	more than 550	517

The shop steward's remuneration paid to the shop steward is

Group	Number represented	Shop steward's	
		remuneration	
		(euros/month)	
1.	less than 50	50	
2.	50 - 99	72	
3.	100 - 299	88	
4.	at least 300	103	

The number of personnel that is the basis for the shop steward's remuneration is revised annually in June, when necessary. Any changes to the remuneration are implemented with effect from the beginning of the next month. If there are significant changes to the number of personnel represented during the inspection period, the associated changes are made at the beginning of the month following the time when the changes were detected.

On the basis of notice given to the employer, for those serving as a substitute for a shop steward, or alongside the primary work as a substitute for the head shop steward, one 21.5th part of the shop steward's remuneration is paid for each working day. The remuneration of the person substituted for is not lowered for the substitution period. During non-paid absence of the latter person, no shop steward's remuneration is paid to him or her.

If a head shop steward performs duties agreed upon with the employer outside the shop steward's regular working hours, the shop steward is paid additional-work and overtime benefits in accordance with the principles applied for the shop steward's primary work, or another bonus is agreed upon.

If a shop steward, having agreed on this with the employer or on the order of the employer, travels for negotiations involving his or her shop steward's duties or for other, related tasks outside his or her working and living locality, the shop steward is paid compensation for travel expenses and a daily allowance in line with the principles applied for the shop steward's primary work.

## 10 § Shop steward's training

Shop stewards are allowed the possibility of participating in training agreed upon in the training agreement and separately agreed upon with the employer insofar as it is to increase the shop steward's competence in managing the duties of shop steward. The compensation for training expenses is agreed upon in the training agreement.

Upon the end of the head shop steward's duties as a shop steward, said person and the employer must investigate together whether maintaining the employee's professional competence for the person's former work or corresponding work requires professional training. The employer arranges for the training shown by the investigation to be required. In decision on the content of the training, attention is paid to the release from work, the time spent as shop steward, and the changes to work methods during that time.

## 11 § Shop steward's facilities

The employer will arrange for the shop steward, when the conditions of the workplace require, a place where the shop steward may store the documents and office tools required for shop steward's duties. Additionally, the shop steward must be provided with the possibility of using the means of communication regularly used by the personnel of the unit in question. If necessary, the employer will arrange, if possible in view of the local conditions, a place where the discussions necessary for the handling of shop steward's duties can be held.

For a head shop steward released entirely from work, the employer will arrange an office and the opportunity to use the communication and office equipment regularly used by the personnel of the unit in question.

## 12 § Order of negotiation

In the settling of disputes, the provisions of the collective labour agreement are adhered to with precedence.

## 13 § Agreement otherwise than specified herein

Agreements deviating from the terms set forth above may be made regarding the number of head shop stewards and shop stewards, areas of operation, use of time, and remuneration, between the employer and Finnish Post and Logistics Union PAU.

## 14 § Validity of the agreement

If the collective labour agreement ceases to be in effect, the provisions of this agreement regarding shop stewards shall be applied nonetheless, until a new collective labour agreement has been agreed upon.

## **APPENDIX 3: OCCUPATIONAL SAFETY AGREEMENT**

## 1 § The occupational safety ombudsman

The employees' entitlement to choose an occupational safety ombudsman and vice ombudsmen shall be determined according to the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (44/2006). Agreements may be made between the employer and Finnish Post and Logistics Union PAU regarding the area of operation of an occupational safety ombudsman.

## 2 § Duties of the occupational safety ombudsman

The duties of an occupational safety ombudsman shall be determined according to the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces. Additionally, the occupational safety ombudsman shall perform other duties that he or she is subject to under other legislation and agreements. If a temporary hindrance renders the occupational safety ombudsman unable to take care of his or her duties, the vice ombudsman takes care of these duties.

# 3 § The occupational safety ombudsman's right to obtain information and right to receive training

The right of an occupational safety ombudsman to gain information and receive training shall be determined in accordance with the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces.

## 4 § The position of occupational safety ombudsman

An occupational safety ombudsman shall be obliged to comply with the provisions and agreements addressing the employment relationship, the working hours, orders issued by his or her supervisors, and other obligations arising from the employment relationship regardless of the fact that he or she acts as an occupational safety ombudsman.

The employment contract of an employee acting as an occupational safety ombudsman may not be terminated because of this duty, nor may said employee be transferred without his or her consent to duties for which the salary is lower than in his or her previous role or wherein taking care of ombudsman's duties becomes difficult. If contract personnel must be transferred, an employee acting as an occupational safety ombudsman should be transferred last.

## 5 § Protection against termination affecting an occupational safety ombudsman

## Financial and production-related grounds for termination

The provisions of Chapter 7, section 10 of the Employment Contracts Act pertaining to termination of shop stewards' employment contracts shall apply to the termination of the employment contract of an occupational safety ombudsman. The employment contract of an occupational safety ombudsman is terminated in writing. The notice must indicate the reason for termination. Notice of the termination of the employment is given to Finnish Post and Logistics Union PAU.

## Compensation

Should the employment contract of an occupational safety ombudsman have been terminated in violation of this agreement, the employer shall pay the dismissed occupational safety ombudsman the amount of at least 10 and no more than 30 months' salary. The compensation shall be ordered on the principles provided for in Chapter 12, section 2 of the Employment Contracts Act. As a factor increasing the compensation it must be taken into account that the rights arising from this contract have been infringed. Should a court deem the prerequisites for continuing the employment or for the restoration of already terminated employment to exist and, regardless, the employment not be continued/restored, this must be taken into account as a particularly grave reason in determination of the amount of the compensation.

## Candidates' protection

The provisions of Chapter 7, section 10 of the Employment Contracts Act shall be observed, where appropriate, also in the case of a candidate for the position of occupational safety ombudsman whose candidature has been reported in writing to the employer. The protection of candidates commences, at the earliest, three weeks prior to the election and ends upon confirmation of the election result. The provisions of the Employment Contracts Act shall be observed in the case of a person who has acted as an occupational safety ombudsman for a period of six months after said employee's duties as an occupational safety ombudsman come to an end.

# The position of the occupational safety ombudsman in the event of transfer of business

The the occupational safety ombudsman's position continues regardless of a transfer of business if the transferred business or part thereof retains its independence. If the business or part thereof loses independence, the occupational safety ombudsman is entitled to posterior protection as referred to in this section as of the end of duties that results from the transfer of business.

## **Vocational training**

When the occupational safety ombudsman's duties in the capacity of occupational safety ombudsman come to an end, said person and the employer must investigate together whether maintaining that employee's professional competence for his or her former work or corresponding work requires professional training. The employer arranges for the training shown by the investigation to be required. In decision on the content of the training, attention shall be paid to the release from work, the time spent as occupational safety ombudsman, and the changes to work methods during that time.

## 6 § Management of occupational safety duties

## The occupational safety ombudsman

The regular minimum time use of an occupational safety ombudsman shall be determined by the number of personnel represented, as follows:

Group	Number represented	Time used per week
1.	10 - 29	2
2.	30 - 74	6
3.	75 - 149	10
4.	150 - 299	14
5.	300 - 499	20
6.	500 - 699	28
7.	more than 700	40

For regular release from work granted to an occupational safety ombudsman, other arrangements may be made between the employer and Finnish Post and Logistics Union PAU; an example is a situation in which the area of operation of an occupational safety ombudsman is to be extended, by agreement, to include another workplace.

#### Time use of a member of an occupational safety committee

The regular release from work granted to the members of an occupational safety committee representing employees shall be agreed upon company-specifically between the employer and the company's head shop steward or between the employer and Finnish Post and Logistics Union PAU.

If no agreement has been made on the regular release from work for members of an occupational safety committee representing employees, they shall be entitled to be released from their regular work duties in order to perform essential duties related to occupational safety for, at minimum, four hours in each four consecutive calendar week period, unless significant harm (to production or the employer's operations) that would be caused by the release temporarily prevents the release.

## 7 § Compensation for loss of income

#### The occupational safety ombudsman

The employer will compensate the occupational safety ombudsman for the income that he or she loses for the time of regularly recurring release and release temporarily granted during working hours, whether in local negotiations with representatives of the employer or while working with duties otherwise agreed upon with the employer, unless other grounds for compensation have been agreed upon.

If a work shift of an occupational safety ombudsman regularly performing evening or night work that entitles him or her to an evening- or a night-work bonus or a night increase is cancelled, completely or in part, because of an occupational safety ombudsman's duty ordered by the employer to be performed at a time other than the evening or night, the occupational safety ombudsman is paid, as compensation for loss of income, the evening- or night-work bonus or night increase for the cancelled shift or part thereof – however, not for a time longer than that spent in performance of the occupational safety ombudsman's duty in question.

Salary is paid for the duration of temporary release according to the shift indicated in the shift list that was cancelled partly or fully.

If an occupational safety ombudsman other than one fully released from work performs duties agreed upon with the employer outside the shop steward's regular working hours, the shop steward is paid additional-work and overtime benefits in accordance with the principles applied for the shop steward's primary work, or another bonus is agreed upon.

#### Members of an occupational safety committee

Members of an occupational safety committee representing employees shall have the right to receive compensation for loss of income caused to them by taking care of essential duties related to occupational safety and receive remuneration for duties performed outside their regular working hours and at occupational safety committee meetings, similarly to an occupational safety ombudsman.

#### Other types of remuneration

If an occupational safety ombudsman, having agreed on this with the employer or upon an order from the employer, travels for negotiations involving his or her occupational safety ombudsman's duties or for other, related tasks outside his or her working and living locality, the occupational safety ombudsman is paid compensation for travel expenses and a daily allowance in accordance with the principles applied for the occupational safety ombudsman's primary work.

## 8 § Occupational safety ombudsman's remuneration

In addition to compensation for loss of income, 'occupational safety ombudsman's remuneration' shall be paid to the occupational safety ombudsman. The amount of the occupational safety ombudsman's remuneration shall be based on the number of personnel represented as follows:

Group	Number represented	remuneration euros/month
1.	10 - 29	25
2.	30 - 74	67
3.	75 - 149	134
4.	150 - 299	202
5.	300 - 499	284
6.	500 - 699	398
7.	more than 700	517

For the remuneration payable to the occupational safety ombudsman, other arrangements may be agreed upon between the employer and Finnish Post and Logistics Union PAU.

On the basis of the notification given to the employer, for those serving as a substitute for an occupational safety ombudsman, one 21.5th part of the occupational safety ombudsman's remuneration is paid for each working day. The remuneration of the person substituted for is not lowered for the substitution period. During non-paid absence of the latter person, no occupational safety ombudsman's remuneration is paid to him or her.

## 9 § The occupational safety ombudsman's facilities

The employer will arrange for the occupational safety ombudsman, when the conditions of the workplace require, a place where the occupational safety ombudsman may store the documents and office tools required for occupational safety ombudsman's duties. Additionally, the occupational safety ombudsman must be provided with the possibility of using the means of communication regularly used by the personnel of the unit in question. If necessary, the employer will arrange, if possible in view of the local conditions, a place where the discussions necessary for the handling of occupational safety ombudsman's duties can be held.

For a head occupational safety ombudsman, the employer will arrange an office and the opportunity to use the communication and office equipment regularly used by the personnel of the unit in question.

## 10 § Occupational safety and health agents

In accordance with section 47 of the collective labour agreement, the election and duties of occupational safety and health agents may be agreed upon at company level between the employer and the company's head shop steward or between the employer and Finnish Post and Logistics Union PAU. An occupational safety and health agent may be granted temporary release from work duties that is required for the performance of his or her duties, by local agreement in conformance with section 47 of the collective labour agreement. It may be agreed that remuneration is to be paid to an occupational safety and health agent.

## **APPENDIX 4: TRAVELLING**

1 §

The employees are obliged to perform the work travel required by their tasks. Work travel must be done in an appropriate way so that it does not consume more time or incur more expenses than required for the performance of the duties.

2 §

Work travel commences from the employee's workplace (where the employee actually works) or directly from his or her home and terminates at said workplace or directly at home.

3 §

The employer will compensate for all necessary additional travel expenses, including the cost of travel tickets, luggage expenses, use of a personal car under a contract, and – when the travel occurs during the night – sleeper carriages. The compensation for the expenses caused by the travel and other details related to the travel must be determined jointly, when necessary, before the start of the travel.

4 §

For travel performed with the employee's own car or a car administered by the employee, mileage remuneration is paid as part of compensation for travel expenses in accordance with the decision of the Finnish Tax Authority in force at the time. In 2016, the mileage remuneration for a passenger car is 43 cents per kilometre.

5 §

If the place of performance of work is more than 15 kilometres from the workplace or the residence and also more than five kilometres from both that actual place of work and the residence, a daily allowance is paid for each day of travel as follows:

- Full daily allowance: travel that has lasted more than 10 hours

- Partial daily allowance: travel lasting more than six hours

If the trip, including travel, has taken more than one day and, including transit, extends beyond the last full day of the trip by at least two hours, this entitles the person to a new partial daily allowance. If the time in the final day is more than six hours, the employee is entitled to the full daily allowance.

The amount of the daily allowance is the amount confirmed annually as tax-free by the Finnish Tax Authority. In 2016, the amount of the full daily allowance is 40 euros and the amount of the partial daily allowance is 19 euros.

6 §

If the employee on a day that is part of a trip receives a free meal or a meal included in the price of the travel ticket or hotel room, 50% is deducted from the amount of the daily allowance. A free meal refers, in cases of the full domestic daily allowance and foreign daily allowance, to two free meals and, in case of partial daily allowance, to one free meal.

## 7 §

The means of reimbursement for overnight expenses are

-hotel In 2016, the maximum amounts for hotel accommodation per day of the trip are 141 euros in Helsinki, Espoo, Vantaa, and Kauniainen and 100 euros in other towns

-overnight stay benefit If the employee does not present an accommodation invoice, the employer pays overnight-stay compensation of 12 euros per

night in 2016;

- sleeper or cabin 
No overnight stay compensation is paid for the night (between

9pm and 7am)

## 8 §

For days of work-related travel, salary is paid for the time used for travel during which the travel prevents the employee from receiving salary otherwise – but no more than for the time for which the employee receives salary corresponding to the daily working hours. Travel time is not counted as working time.

For travel performed domestically / within Finland on a Sunday or public holiday and on days that are otherwise days off for the employee according to the shift list, salary is paid on the basis of the regular working hours for, at most, seven hours and 30 minutes or seven hours and 39 minutes in line with the simple hourly salary.

If the employee performs work travel on a day other than the above on the order of the employer and the time thus spent outside paid working hours is at least four hours, 26.48 euros is paid as compensation for the travel time.

Should the employee because of the nature of his or her duties decide on the performance of the travelling and the working hours him- or herself, compensation is not paid for the time spent travelling.

## 9 §

The grounds for determining the foreign daily allowance are conformant to the decisions of the Finnish Tax Authority valid at any time. The maximum daily allowance and hotel compensation is determined according to the collective state tenure agreement valid at the time in question.

The daily allowance is paid for seminars held aboard ferries and for meeting and training cruises in compliance with the regulations and set monetary amounts governing domestic travel.

## 10 §

Should the work be performed upon assignment given by the employer more than two kilometres from the employee's workplace and the employee not, because of the work, have the possibility of eating at his or her regular eatery, the employee is paid meal compensation for the expenses thus incurred, in the amount of 10,00 euros in 2016. Meal compensation is not paid simultaneously with the daily allowance.

If the employee must work more than three hours in excess of the normal time under the circumstances referred to above, additional compensation is paid for the expenses thus incurred, as second meal compensation, the amount of which is 10,00 euros in 2016.

#### **APPENDIX 5: COMPENSATION FOR MOVING EXPENSES**

1 §

If an employee must move his or her home to a new locality because of the moving of the employer company or the relevant part thereof or because of corporate restructuring, the employer will reimburse the employee for the moving expenses.

2 §

The following are reimbursed as moving expenses:

- 1) The travel expenses of the employee and the employee's family members for the travel for the move in accordance with the work travel provisions of the collective labour agreement
- 2) Regular, necessary, and reasonable expenses and those directly related to transportation of residential movables, and
- 3) 'Moving remuneration' as compensation for other necessary expenses caused by moving.

The employee may also be paid other necessary compensation related to the move, at the discretion of the employer.

3 §

The moving remuneration is paid as compensation for necessary expenses caused by the move.

If one person is moving, the moving remuneration is 1,514 euros; if two, 1,850 euros; and, if three or more, 2,186 euros.

If the move of the company or part thereof affects spouses at the same time, moving remuneration is paid to only one, on the terms above. However, if the time between transfers is at least six months, the second person to move is paid 50% of the moving remuneration in addition.

4 §

If the employer arranges for free-of-charge transportation of the people or movables, it must be used if it meets generally reasonable requirements with respect to the duration of the travel and the time spent moving.

5 §

The invoice for compensation referred to in these provisions must be presented to the employer, unless there is an obstacle to this, within two months of the moving or performance of the travel.

The invoice must be accompanied by receipts and other reliable accounts of the expenses incurred.

6 §

Compensation for special dwelling costs related to the move may be paid as separately agreed company-specifically.

## 1 § Scope of application

The employer shall arrange health care for its full-time employees in accordance with this appendix. An employee is not considered to be in full-time service when that employee's full-time job is in the service of another employer or the employee – for example, a student – is covered by another health care system. Health care shall also be arranged for employees working part-time or who are on partial disability pension. An employee is not entitled to health care in accordance with this appendix during unpaid absences, with the exception of absences for which special maternity, maternity, paternity, or parental allowance is paid.

## 2 § Main principles for the use of health care

Health care paid for by the employer shall be available only by referral or another procedure announced by the employer from a service provider designated by the employer. The employer shall be responsible for health care costs only to the amount that the examination carried out and treatment provided would have cost the employee, avoiding unnecessary costs. Whether treatment and examinations are covered by health care reimbursed for by the employer shall always be verified in advance with the service provider.

## 3 § Arranging health care

Health care shall be executed primarily as outpatient care provided by general practitioners. Health care paid for by the employer shall also comprise health care provided by specialist physicians, physiotherapy, and first-aid care for sudden dental problems, the content of which is specified below. This appendix describes the level of health care. Occupational health professionals and experts, if necessary, provide information about the content and procedures of health care. The details of what health care comprises and the procedures for using health care services are discussed in cooperation as referred to in section 8 of the Occupational Health Care Act, with the size of the company taken into account.

## 4 § Care provided by general practitioners

Care includes treatment provided by a physician, medical examinations necessary for determining the illness or treatment, laboratory and x-ray examinations ordered by a physician, and comparable examinations and treatment provided by other health care professionals under the supervision and instruction of a physician. Laboratory and x-ray examinations and comparable examinations shall be covered by health care when they are deemed research material used by the general practitioner and provide results or statements that the physician is able to use as a general practitioner when examining or treating patients.

## 5 § Care provided by specialist physicians

The employer shall compensate for an examination and treatment by a specialist physician only if the examination or treatment has been carried out on the basis of a referral issued by an occupational health physician or other physician designated by the employer. The examinations and treatments shall include examinations and treatment ordered by a specialist physician and usually provided as outpatient care. The compensation-eligible examination and treatment provided by a specialist physician are of a consultative nature and the specialist physician shall provide feedback to the referring physician and the occupational health physician. Care provided by a specialist physician may include consultation with a psychologist ordered by an occupational health physician or a psychiatrist.

#### 6 § Physiotherapy

Health care includes physiotherapy and the related necessary preparatory conditioning, as well as, in special cases, manipulation therapy, ordered by an occupational health physician or other general practitioner designated by the employer. Physiotherapy shall be compensated for only if the therapy was performed by a physiotherapist or was provided in a medical laboratory or health care establishment approved for providing physiotherapy. Another requirement for compensation is that the therapy have been given within three months from the first treatment session and that the establishment providing physiotherapy always send an assessment of the results of the therapy to the occupational health physician.

## 7 § First-aid care for sudden dental problems

In the event of sudden dental problems, the employee is referred to a dentist. The first visit to the dentist is covered by care for sudden dental problems paid for by the employee. For dental treatment, only emergency treatment given as first aid is compensated for (extraction of an aching tooth or dental pulp devitalisation of same, opening of a tooth abscess, and first aid required for a recently broken tooth, but not the extraction of a large number of teeth for a dental prosthesis).

## 8 § Compensation for doctor's certificates and statements

The employer shall compensate for such doctor's certificates and statements issued by general practitioners and specialist physicians as are intended, by virtue of Chapter 5, section 5 of the Health Insurance Act (1224/2004), for enabling the patient to obtain medicines subject to full reimbursement or entitling the recipient to special reimbursement, for demonstrating the necessity of rehabilitation, or for enabling the patient to apply for disability pension or other early pension. Compensation shall be given to vehicle-drivers and other persons who are required to drive a car in order to perform their duties for a doctor's certificate in accordance with the Driving Licence Decree and for the examination required for issuing the certificate.

#### 9 § Addiction care

For referral to treatment related to alcohol and drug problems, the principles accepted by the trade union confederations on 12 January 2006 shall be observed. The aim is to find an applicable and sufficient form of care for the person being referred to treatment. Referral to treatment does not prevent application of disciplinary measures.

## 10 § Medical examinations

An employee shall be obliged to participate in statutory health inspections when asked to do so, including during work, and to participate in medical examinations specified by the employer as are required to establish the employee's work ability or functional capacity. The employee shall be compensated for any loss of earnings and travel expenses incurred in this connection.

## 11 § Travel expenses

The employer shall pay the doctor or hospital for the travel expenses for the employee if the employee's condition so requires because of the onset of serious illness or if the employee, on the basis of a work order issued by the employer, works in a locality outside his or her regular working and living locality. For any travel, the least expensive means of transport should be used in view of the conditions.

## 12 § Interpretation of instructions and co-operation

Matters related to the application of these instructions shall be discussed in co-operation in accordance with section 8 of the Occupational Health Care Act. The employer shall decide on the payment of other procedures compensated for by the employer after hearing occupational health professionals and other experts.

# PROTOCOL OF SIGNATURE COLLECTIVE LABOUR AGREEMENT FOR THE MESSAGING AND LOGISTICS SECTOR

#### 1 Starting points

The Central Labour Market Organizations have 14.6.2016 signed a competitive contract which is aims to improve the competitiveness of Finnish work and firms, boost economic growth and create new jobs as well as support adjustment of public economy.

The negotiation parties of Collective Labour Agreement of Communications and Logistics have today 25.10.2016 signed the changes achieved according to the negotiation results concerning implementation of competitiveness pact to the collective labour agreement.

## 2 Contract period

The new collective labour agreement will come into force on the 1.11.2016 and be in force until 31.10.2017.

## 3 Wage regulations

Neither changes concerning wages nor other collective labour agreement related costs are made. The exception is the structural changes agreed in paragraph 4.

## 4 Structural changes

## Changes of collective labour agreement

The section 7 subsection 2 is changed as follows:

2, When changing or planning to change the averaging system of working hours, shop steward must have a chance to get to know the averaging system sketch and give his/her opinion of it before planned implementation.

The section 12 subsection 7 is changed as follows:

7. The shop steward must be given an actual opportunity to explore the work schedule proposal and give an opinion on it at least one week before the planned entry into force of the work schedule. The shop steward can be case by case basis give his/her consent to a shorter checking and giving opinion time.

The section 22 subsection 3 paragraph a and subsection 4 paragraph a is changed as follows:

Changing benefit to flex holiday

- 3. Employer and employee can agree
- a. monetary compensation as provided in section 16 and section 25 subsection 23,
- 4. An employee is entitled by request to change
- a. collective labour agreement section 17 subsections 1 and 2 evening and night work bonuses, section 18 Saturday work bonus, section 19 Sunday work bonus and the bonus for work performed on a day before a holiday and monetary compensation provided in salary appendix P section 2 paragraph 6 for temporary contracting of postal delivery, or

## **Lengthening of working hours**

According to the competitiveness pact annual working hours are lengthened by 24 hours on the average without changing earnings level. Lengthening of working hours is carried out mainly by local bargaining. Time for local bargaining is reserved until 31.10.2016. Lengthening of working hours must neither affect holiday pay, sick pay nor other equivalent benefits. Bonuses and compensations for the lengthened hours are paid according to the collective labour agreement. The remainder of the annual working time extension is implemented as follows:

A new subsection 3 is added to the collective labour agreement section 5 as follows:

3. The length of regular working hours is affected by the working hours lengthening agreed in the competitiveness pact of 2016, provided in the section 47 a of the collective labour agreement.

A new section 47 a is added to the collective labour agreement as follows:

## 47 a § Local bargaining on the length of working hours

- Annual working hours are lengthened starting from 1.1.2017 by 24 hours to be agreed between the employer and chief shop steward so that annual earnings level is intact. For part-time employees the lengthening is carried out in proportion of the length of working hours agreed in the employment contract. Changes of employment and working hours are taken into consideration when defining the lengthening of working hours.
- 2. If lengthening of working hours is not bargained locally, the lengthening of working hours is carried out in the manner decided by the employer agreed in this section.
- 3. As an exception to the collective labour agreement section 5 subsection 1, the working hours of a whole-time employee whose task-specific workin hours have locally at a company been bargained to be 7 hours 30 minutes in a day and 37 hours and 30 minutes in a week, is instead at the minimum 7 hours 30 minutes and at the maximum 8 hours a day and 38 hours a week. Annual working hours can be lengthened 24 hours at the maximum.
- 4 The regular working hours mentioned in the first sentence of the collective labour agreement section 5 subsection 1 are lengthened by 24 hours in a calendar year. The working hours corresponding to the lengthening are done during thirds of a year during calendar year so that during each third 8 hours are done. This system of working hours will not accrue shortening of annual working hours provided in section 23 subsection 1.

A new subparagraph 5 is added to the provision concerning Toijala warehouse as mentioned in the section 2 paragraph 1 concerning length of regular working hours in the company-specific collective labour minutes of Posti Oy (PostiKotelo) as follows:

5. Lengthening of working hours by 24 hours

Lengthening of working hours by 24 hours due to the competitiveness pact of 2016 starting from 1.1.2017 can be carried out so that annual working hours are shortened by instead of paragraph 1 mentioned 116 hours by 92 hours so that an employee will earn extra free days per calendar year as an exception to paragraph 3 as follows:

Duration of employment Number of free days

 5 - 7 months
 4 days

 8 - 10 months
 8 days

 11 - 12 months
 11 days

#### 5 Compensation of travel costs

The amounts in euros of travel costs are adjusted in the year 2017 according to the Tax Administration's decision.

## 6 Minutes

The minutes agreed between the collective labour agreement parties are continued for the contract period.

## 7 Working group entries

The parties will start a work group aimed at coming up with a proposal by 31.10.2016 for renewal of collective bargaining provisions concerning newspaper early delivery. In case provisions concerning collective bargaining by the work group are not renewed, the lengthening of working hours according to the 2016 competitiveness pact is carried mainly for the employees working in the newspaper early delivery by primarily local bargaining between employer and chief shop steward. If there is no local bargaining, the collective labour agreement section 23 subsection 2 is changed as follows:

An employee working mainly in newspaper early delivery in the scope of weekly working hours of 38 hours 15 minutes and whose accrual of annual holiday is determined otherwise than according to collective labor agreement section 37, will have shortening of annual working hours by transferring to the employee's flexible free time balance annually his/her realized regular working hours plus 0,85 per cent of a part-timer's additional working hours and 1,69 per cent of regular working hours of an employee at least 55 years and 2,13 per cent of one at least 60 years. Otherwise the practice is according to the paragraph 1.

Consequently, in the case mentioned above, the section 22 subsection 8 of the collective labour agreement is changed as follows:

An employee can have accrual of flexible free time according to the annual shortening of working hours mentioned in subsection 5 each time maximum 40 hours. According to the collective labour agreement section 47 it can be bargained locally that the maximum accrual of flexible free time is bigger than mentioned above. The prerequisite of granting flexible free time is then, that a detailed program in writing on the period of spending free time is made.

The lengthening of annual working hours of a newspaper carrier potentially in the scope of the longer holiday entitlement is carried out exceptionally by local bargaining.

The deadline of the pay model work group agreed for the present collective bargaining period is continued until 31.10.2016.

## 8 Exceptional functional or economic problems

If the companies within the scope of the agreement will meet exceptional economic of functional problems during the collective bargaining period, the parties can assess the situation and agree on necessary measures, such as additional possibilities of local bargaining.

#### 9 Binding nature of agreement

This collective labour agreement is in effect between 1.11.2016 – 31.10.2017. The validity continues thereafter one year at a time, unless terminated by the undersigned unions at the minimum six weeks before end of collective agreement period.

Collective Parties undertake to refrain from the conclusion of parallel agreements of this collective agreement.

Helsinki 25th October 2016

Service Sector Employers PALTA

For Finnish Post and Logistics Union