Collective Agreement for Warehouse and Transportation Supervisors

1 February 2020-31 January 2022

COLLECTIVE AGREEMENT FOR WAREHOUSE AND TRANSPORTATION SUPERVISORS

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COLLECTIVE AGREEMENT FOR WAREHOUSE AND TRANSPORTATION SUPERVISORS

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COLLECTIVE AGREEMENT FOR WAREHOUSE AND TRANSPORTATION SUPERVISORS

Section 1 Scope of the agreement

1. This agreement applies to warehouse and transportation supervisors aged 18 or over.

2. A warehouse and transportation supervisor is a person who does not regularly take part in the work of the people he/she is managing.

Section 2 Employment contract

The written employment contract shall include the minimum details specified in the pro forma agreement in this collective agreement.

Section 3 Terms and conditions of employment

The terms and conditions of employment of warehouse and transportation supervisors are determined in accordance with the provisions applying to warehouse workers in the Collective Agreement for the Commercial Sector, with the exceptions set out below.

Section 4 Notice period

1. The employer shall comply with the notice period stated in Section 5, Clause 1 of the Collective Agreement for the Commercial Sector:

Duration of continuous employment	Period of notice of termination
No longer than one year	14 days
Longer than 1 year but no longer than 4 years	1 month
Longer than 4 years but no longer than 8 years	2 months

Duration of continuous employment	Period of notice of termination
Longer than 8 years but no longer than 12 years	4 months
Longer than 12 years	6 months

2. The supervisor shall comply with the notice period stated in Section 5, Clause 2 of the Collective Agreement for the Commercial Sector:

Duration of continuous employment	Period of notice of termination
No longer than 5 years	14 days
Over 5 years	1 month

3. By way of derogation from clauses 1 and 2, the notice period for both parties can be set at one month by agreement.

If the employer's notice period in accordance with clause 1 is longer than the one-month notice period agreed on the basis of this section, the employer must comply with the longer notice period.

Section 5 Wages

Job requirement grades

- 1. The job requirement grades for warehouse and transportation supervisors are:
- Warehouse and transportation supervisor I
- Warehouse and transportation supervisor II
- Warehouse and transportation supervisor III

A warehouse and transportation supervisor I is a supervisor:

- who manages work indirectly as the supervisor of the supervisors of subordinates
- whose duties include other responsibilities than managing work

The wage of a warehouse and transportation supervisor I is determined by agreement.

The supervisor's wages must be higher than those of his/her subordinates unless there are justified grounds for deviating from this. The employer and the supervisor shall annually discuss the remuneration and the bases for determining remuneration.

A warehouse and transportation supervisor II is a supervisor:

- who manages work and subordinates with the help of foremen and forewomen
- who does not have warehouse and transportation supervisors among his/ her subordinates
- who works as the immediate supervisor of employees
- whose job requirements and responsibility are comparable to those used for the subordinate warehouse and transportation supervisor
- whose duties include other responsibilities than managing work
- who is required to handle and take responsibility for practical and functional duties in his/her operating area.

A warehouse and transportation supervisor III is a supervisor:

- who directly manages work and subordinates
- who temporarily participates in the work of his/her subordinates
- whose work includes handling and taking responsibility for practical and functional duties that differ from ordinary work
- who works as the person in charge of part of a warehouse or the person who organises haulage when the duties involve special responsibility, experience and skills
- who works as the person in charge of part of a warehouse or as a transportation supervisor, taking care of a warehouse or transportation by item group or geographically specified parts or sub-functions of a warehouse.

In extraordinary circumstances, a person may be in charge of part of a warehouse or act as a transportation supervisor when the person does not have any subordinates, providing that his/her work otherwise corresponds to the work of the person concerned.

The pay scale rates for the warehouse and transportation supervisor II and warehouse and transportation supervisor III grades are set out in the wage annex.

Bonuses

2. Warehouse and transportation supervisor III is paid a bonus (workteam foreman's bonus) in accordance with Section 13, Clause 10 of the Collective Agreement for the Commercial Sector when he/she participates in the same work for which his/her subordinates are paid the corresponding bonus.

3. The wage is increased by 20% for work done in the morning before 6 am.

Education and training

4. A person who has completed a vocational qualification that is relevant to the position shall immediately be deemed a third-year clerical employee on the pay scale.

Call-out pay

5. Call-out pay shall be paid when a supervisor comes to work to deal with an emergency outside of regular working hours.

Call-out pay shall amount to 2 hours' pay in addition to the wages payable for the emergency work done.

Call-out pay shall also be paid if:

- notification is made before the end of the regular working hours
- the regular working hours end at or before 4 pm
- the supervisor returns to work overtime, and the overtime begins after 9 pm.

Section 6 Miscellaneous regulations

Applicable agreements

1. As part of the Collective Agreement for Warehouse and Transportation Supervisors, the agreements made in Section 25 of the Collective Agreement for the Commercial Sector shall apply.

Uniforms

2. The employer shall acquire uniforms for permanent supervisors if the supervisors' working duties so require.

The employer shall look after the uniform unless otherwise agreed with the supervisor for extra remuneration.

Supervisors' shop steward

3. The supervisors may elect a shop steward from among their number.

The Agreement on Shop Stewards, which forms part of the Collective Agreement for the Commercial Sector, shall apply to shop stewards in accordance with Clause 1.

Supervisors' labour protection delegate

4. Supervisors may elect their own labour protection delegate and two deputies to the labour protection delegate from among their number.

The Labour Protection Co-operation Agreement, which forms part of the Collective Agreement for the Commercial Sector, shall apply to labour protection delegates in accordance with Clause 1.

Section 7 Disputes

Local grievance procedure

1. Disputes arising from the collective agreement shall be negotiated initially between the employer and the supervisor or between the employer and the shop steward.

2. If no settlement can be reached, a memorandum of the dispute shall be prepared in duplicate, corresponding to the template in this collective agreement.

Inter-federation negotiations

3. The local parties may refer a dispute to the federations for settlement.

Negotiating procedure

4. Local and inter-federation negotiations shall be initiated and conducted without delay.

Labour Court

5. Any dispute that remains unresolved in inter-federation negotiations may be submitted to the Labour Court for settlement.

Section 8 Industrial peace and breaches of the collective agreement

1. All industrial action directed against this agreement shall be prohibited.

2. The consequences of infringing this collective agreement shall be governed by the Collective Agreements Act that is current at the time of signing this agreement.

Section 9 Validity of the agreement

1. This agreement shall remain in force until 31 January 2022.

2. After 31 January 2022 the agreement shall continue in force for one year at a time unless written notice of termination is served no later than one month before the end of the validity period.

3. The said notice of termination shall include detailed written proposals for amending the agreement; otherwise the notice of termination shall be null and void.

Pay scales

The previous pay scale groups were valid from 1 April 2018 to 31 March 2020.

Wages of warehouse and transportation supervisors 1 April 2020–31 March 2021			
Helsinki, Espoo, Kauniainen, Vantaa	1st year	3rd year	5th year
Warehouse and transportation supervisor III	2190	2249	2313
Warehouse and transportation supervisor II	2391	2478	2574
Elsewhere in Finland	1st year	3rd year	5th year
Warehouse and transportation supervisor III	2108	2164	2223
Warehouse and transportation supervisor II	2298	2380	2465

Wages of warehouse and transportation supervisors 1 April 2021 - 31 January 2022

Helsinki, Espoo, Kauniainen, Vantaa	1st year	3rd year	5th year
Warehouse and transportation supervisor III	2218	2278	2343
Warehouse and transportation supervisor II	2422	2510	2607
Elsewhere in Finland	1st year	3rd year	5th year
Warehouse and transportation supervisor III	2135	2192	2252
Warehouse and transportation supervisor II	2328	2411	2497



MEMORANDUM OF DISPUTE



Finnish Commerce Federation

Company
Establishment
Employer or employer's representative who has handled the dispute in the workplace
Position of the employer's representative within the company
Telephone
Email address
Clerical employee affected by the dispute
Clerical employee's job at the company
Telephone
Email address
The clerical employee was represented by the shop steward/chief shop steward during negotiations
Telephone
Email address
Subject of the dispute
Local negotiations on the dispute were held on20
Negoliators
In regard to the dispute, the following have been contacted: Finnish Commerce Federation Service Union United PAM
The parties have held local negotiations concerning the dispute. No consensus has been reached to resolve the dispute. For this reason, the decision has been taken to refer the matter to the labour market organisations for negotiation.

Jointly agreed course of events. The related documents are appended to this memorandum.			
Clerical employee's demand (if necessary, a separate document can be appended).			
······			
Clerical employee's grounds for the demand (sections of the collective agreement/leg	al provisions).		
Fundamental and aroundo (anations of the collection errormont/ferror provide			
Employer's response and grounds (sections of the collective agreement/legal provisio	nis, ii necessary, a separate uccument can be appended).		
Place	Date		
Signature of the employer/employer's representative and name in block letters	Signature of the clerical employee/clerical employee's representative and name in block letters		
Name in block letters	Name in block letters		
This memorandum has been drawn up in two identical copies. The employer shall send one copy to the Federation of Finnish Commerce and the employee shall send the other copy to Service Union United PAM.			
Number of appendices:			
List of appendices			

Instructions for completing the memorandum of dispute

General

The memorandum of dispute procedure only applies to members of the Service Union United PAM working for member companies of the Finnish Commerce Federation where the employment relationship is subject to the Collective Agreement for Warehouse and Transportation Supervisors.

Disputes regarding the working and wage conditions of clerical employees should primarily be resolved in the workplace in compliance with the local order of negotiation set out in Section 7 of the collective agreement. Each party can avail itself of its own union's advisory services during workplace-specific negotiations. The purpose of any support or advice that may be provided by unions is to help the negotiations to flow smoothly and identify a solution to the dispute within the workplace.

The memorandum of dispute should only be completed after a sufficiently thorough local negotiation when the parties wish to have the dispute settled at union level.

Subject of the dispute

The subject of the dispute is described in brief by way of a title, such as the requirement to pay wages during sick leave.

The agreed course of events

The undisputed facts underlying the dispute are described under the course of events. This statement accelerates the unions' handling of the matter as it provides the handling personnel with a rapid overview of the events without them needing to request further clarification. These undisputed background details should be brought to the fore by both parties when requesting their own union's views on the events.

The claims of the local parties, with detailed grounds

The clerical employee must present his/her own detailed demands and grounds for these demands during the local negotiations. The employer's response and grounds for the response are reviewed during the negotiations.

Sending the memorandum to the unions

If the memorandum is not sent to the unions electronically, the parties shall deliver the memorandum with appendices to their own unions.

COMMERCIAL SECTOR EMPLOYMENT CONTRACT / Retail supervisors and warehouse and transportation supervisors

1. PARTIES TO THE EMPLOYMENT	Employer		Place of business or domicile
RELATIONSHIP	Clerical employee		Personal ID code
	The above-mentioned clerical employee undertakes to carry out work designated by the above-mentioned employer against reimbursement under the employer's supervision and management and subject to the following terms and conditions:		
2. VALIDITY OF THE EMPLOYMENT CONTRACT	The employment shall begin with a trial period ofmonths. The trial period in employment lasting for less than 12 months shall be no longer than half of the duration of the employment contract, in which case the last day of the trial period shall be		
	regular employment The employment begins on and continues until further notice.	temporary employment Temporary employment commen and continuing until Reason for temporary employme or until the following specific task	nt: has been completed
		and its estimated duration is until	
3. WORKING TIME	The working time shall be an average of 37.5 hours per week. I less than 37.5 hours per week, in which case the average weekly working time shall be hours. The clerical employee agrees to do additional work subject to the provisions of law, and this work will be subject to the remuneration stated in the collective agreement. The clerical employee consents to Sunday work as required consent to Sunday work The remuneration rates stipulated in the collective agreement shall be paid for Sunday work.		
4. DUTIES	Duties of the clerical employee:		
5. REMUNERATION	The clerical employee's wages on commencing employment shall be determined as follows:		
	Monthly or hourly wages		
6. ANNUAL HOLIDAY	The annual holiday shall be governed by the Annual Ho	,	•
7. NOTICE PERIOD	 The notice period is determined in accordance with Clauses 1 and 2 of Section 5 of the Collective Agreement for the Commercial Sector. The notice period is 1 month for both parties to the contract. If the employer has a longer notice period under the Collective Agreement for the Commercial Sector, the employer shall observe the longer notice period. 		
8. COLLECTIVE AGREEMENT	The employment shall comply with a collective agreement binding the employer, with current statutes and ordinances, and with the internal guidelines and regulations of the enterprise. Compliance with the regulations of a collective agreement governing sick pay, annual holiday and working time shall continue after the collective agreement expires and until any new collective agreement takes effect.		
9. OTHER TERMS AND CONDITIONS			
10. DATE AND SIGNATURE	This contract has been drawn up in two equivalent copic Place of signing	es, one retained by the employer an Date	nd the other given to the clerical employee.
	Signature of employer	Signature of Clerical	employee
	Name in block capitals	Name in block capita	als

In accordance with section 4 of chapter 2 of the Employment Contracts Act, the employer also notifies the following key terms and conditions of employment: The place where the work will be done: (e.g. all or particular establishments of the enterprise, or certain working areas).

The wage payment period shall be:

Other details: