

Letter of Intent on policies related to wild-produce picking by citizens of countries subject to and exempted from visa requirements

Fourth revision, 21 January 2019 (unofficial translation)

I Purpose and aim

The purpose of this Letter of Intent is to improve and harmonise the policies applied to citizens of countries subject to and exempted from visa requirements, who arrive in Finland to pick wild produce (*pickers*) and to perform duties related to picking the produce (*support and maintenance personnel*).

The aim of the Letter of Intent is to improve the legal standing and earning opportunities of pickers and support and maintenance personnel and to sustainably advance the business conditions of the companies which invite pickers (*user companies*).

II Parties, reporting and monitoring

1. The Parties to the Letter of Intent are the Ministry of Economic Affairs and Employment and the Ministry for Foreign Affairs and the user companies. The contents of the Letter of Intent are taken into account by Finnish foreign missions in processing applications for visas for wild-produce picking.
2. The user companies undertake to comply with the policies described in this Letter of Intent. The user companies also undertake to ensure that their contractual partners (coordinators, subcontractors, etc.) comply with the policies described herein. The authorities undertake to have regard to the contents of the Letter of Intent in activities in their respective branches of administration.
3. The policies defined in the Letter of Intent shall be observed as part of the visa procedure. The user companies shall submit to the North Ostrobothnia Employment and Economic Development Office a fully completed advance report at the agreed time before the start of the picking season and a fully completed final report at the end of the picking season. The final report for the season ended and the advance report for the upcoming season shall be submitted at the same time.
4. The policies will be monitored by means of surveys conducted among the pickers and support and maintenance personnel. The user companies undertake to grant the North Ostrobothnia Employment and Economic Development Office access to the pickers' camps for the purpose of policy monitoring without advance notice two times a year.
5. Exemplary compliance with the policies described in the Letter of Intent will be taken into account in visa procedure such that a maximum 10% increase in the number of visas on the previous picking season will be granted on the basis of the user company's letter of invitation. Failure to comply with the procedures will result in a 25% decrease in the number of visas from the previous season. Serious or recurring non-compliance on the part of a user company may result in the granting of visas being prevented in the following picking season.

III Before departing for Finland

6. The user companies shall be responsible for providing job orientation to the pickers and support and maintenance personnel arriving in Finland. The job orientation shall address picking; working and conditions in Finland; the legal relationships among the user company, coordinator and pickers and their respective rights and duties in Finland; the health care available and referrals thereto; emergency instructions; and the key contents of this Letter of Intent. The information shall also be provided in writing to each picker. The written materials distributed, or a summary thereof, shall be appended to the advance report. Each recipient shall acknowledge the provision of job orientation with his or her signature and the list of signatures shall be appended to the final report. Even if the job orientation is provided by a coordinator or a third party, the user company shall be responsible for the correctness of the information content of the job orientation and for ensuring that the pickers and support and maintenance personnel are not charged for the costs of job orientation taking place in the country of departure.
7. Recruiting costs shall be precisely itemised in the advance report. The recruiting-related costs charged to the pickers shall be reasonable. No employment service fee may be charged to personnel under an employment contract. The reasonableness of the costs shall be assessed as part of the visa procedure by comparing the charges made by the various user companies against each other and taking into account the realised earnings of the pickers. The user companies shall be responsible for ensuring that coordinators, assistant coordinators or other parties do not charge the pickers recruiting costs that are more than the actual and reasonable expenses attributable to the recruitment of each person. The total price charged for the travel to and from Finland shall also be reported in the advance report.
8. When a user company contributes to the financing of the travel of pickers or support and maintenance personnel, it shall be responsible for ensuring that the user company, coordinator, assistant coordinator and anyone acting on behalf of the user company do not charge any interest for the financing and for ensuring that the terms of the financing are clear and understandable to the recipient of the financing.
9. The user companies undertake to ensure that every picker and member of support and maintenance personnel undergoes a reliable physical examination and that the travel insurance policy has an indemnity of at least EUR 30,000. The personal deductible under the policy, which shall be reasonable, shall be reported in the advance report. Reasonableness shall be evaluated by comparing the policies taken out by the various user companies.
10. The Ministry for Foreign Affairs shall ensure that an English translation – and in Thailand, a Thai translation – of this Letter of Intent is provided together with the visa decision when the visa application has been submitted for the work referred to in this Letter of Intent.

IV In Finland during the picking season

11. The user companies shall ensure that while staying in Finland, the pickers have the chance to earn at least EUR 30/day of picking. In addition, the pickers shall have the chance to earn

the funds required to cover the cost of accommodation and air travel. Calculation formula: (total earnings – airline ticket – accommodation) ÷ days of stay.

12. According to the verdicts given by the Helsinki administrative court in December 2018 the pickers have a right to move away from the responsibility of the inviting company provided that the ground for the stay in Finland remains the same as was announced in the visa application. The inviting company has a right in advance to agree with the picker to pay back the true costs incurred by organizing and financing the trip to Finland. Other costs or contingencies cannot be charged. The value date of the earnings and the costs is the day the picker moved away from the responsibility of the inviting company, and they shall be documented in the season reporting of the company.
13. The user companies shall ensure that the pickers know the purchase price of every kind of natural product before leaving for the picking area and that the price does not fall down before the purchase. The user companies shall be responsible for ensuring that the scales used to weigh the picked wild produce bear conformity markings.
14. The passports and possible other valuables of pickers and support and maintenance personnel may be taken into safekeeping for the duration of the picking season only on the initiative of their owner. A receipt shall be given for any items taken into safekeeping and any item taken into safekeeping shall be returned immediately upon request.
15. The user companies shall ensure that the information content referred to above in item 6 is available to and understood by the pickers and support and maintenance personnel also during the picking season.
16. The user companies shall be responsible for the pickers being familiar with everyman's rights and the appropriate procedures to observe when accidentally coming too close to habitation. A minimum distance of at least 200 metres from habitation shall be observed at all times. The user companies shall be responsible for the pickers being aware of the location of the border zone and holding the required border zone permit whenever they are in the border zone. The user companies shall be responsible for no litter or visible human excrement remaining in the natural environment.
17. The user companies shall be responsible for ensuring that the pickers have adequate basic clothing consistent with Finnish weather conditions. The pickers shall be offered the opportunity to rent clothing that is warm and provides protection from rain. The pickers shall wear high visibility clothing bearing the name and contact information of the user company. Any rental fees charged shall be reasonable and shall be reported in the advance report. Reasonableness shall be assessed and monitored in the manner indicated above.
18. When the picking equipment is provided by the user company or a partner of the user company, the fee charged to the pickers for the use of the equipment shall be reasonable and no more than 50% of the actual acquisition cost of the equipment. No requirement to purchase picking equipment may be imposed on the pickers and the cost may not be charged as a part of recruiting costs. No fee may be charged for arranging mobile phones and mobile phone subscriptions.

19. The user companies or their representatives shall monitor the crops of the wild produce picked and the placement of pickers and ensure that each picker has access to as high picking earnings as possible.
20. The accommodation facilities of the pickers and support and maintenance personnel shall be consistent with a good basic temporary accommodation standard at least. The accommodation facilities shall be heated, meet fire safety standards, and be equipped with sanitation and hot water sufficient for all. There should be enough restrooms for the pickers. For every 15 persons there should be a restroom, which can also be a mobile one. The accommodation facilities shall be equipped with first aid kits and instructions in case of fire or another emergency. The accommodation facilities shall have the approval of the competent authority. The up-to-date contact information of the accommodation facilities shall be notified to the North Ostrobothnia Employment and Economic Development Office.
21. The standard of the cooking facilities of the pickers and support personnel shall be consistent with good basic indoor hygiene practices at least. The ingredients provided in return for the meal fee must be capable of producing healthful and sufficiently nutritious meals, taking into account the physical strain of picking. An estimate of the extent to which the pickers and support and maintenance personnel will be required to purchase their own food from supermarkets shall be provided in the advance report.
22. The fleet of vehicles and trailers used by the pickers shall have passed the MOT inspection and be capable of withstanding the wear arising in the picking season. The broken equipment shall be replaced with operational one as soon as possible. The costs of vehicle maintenance and repairs shall be included in the cost charged to the pickers for use of the vehicles and these may not be charged separately. The pickers may only be charged for actual fuel costs. The name and telephone number of the user company shall be on clear and visible display on the vehicles.
23. The pickers and support and maintenance personnel must be able to give feedback to the user company and the Finnish authorities.
24. The user companies shall ensure that support and maintenance personnel (cooks, car mechanics, location scouts, janitors, team leaders, accountants, etc.) who engage in picking other than pursuant to everyman's right hold the residence permit required for the work. The Ministry of Economic Affairs and Employment will instruct the employment and economic development offices which process such residence permit applications to consider the applications as a matter of urgency.

V Payment of picking earnings

25. The user companies shall pay the pickers for all wild produce which they purchase as soon as possible during the picking season. The pickers have a right to receive their earnings whenever they wish. All payments shall have been made in full before the pickers depart from Finland. The earnings of the last 7 picking days, with the maximum of 10 % of all season's earnings, however, can be paid via money transfer directly to the picker within 7 days after leaving Finland.

26. The user companies shall append to their advance report a plan on the manner in which they will finance the payments made during the picking season to the pickers for the wild produce which they purchase. The plan may consist of cash funds, sales agreements or a financing agreement, for example.

VI After departure from Finland

27. The user companies shall ensure that the pickers and support and maintenance personnel understand that they may give feedback to the Finnish authorities also after they have returned home.

VII Entry into force of revised Letter of Intent and signatures

The original Letter of Intent entered into force on 18 December 2014. This revised Letter of Intent enters into force at the date of its signing, on 21th of January 2019. The signatures appear in the Annex. The contents of the Letter of Intent will be reviewed again after the end of the picking season 2019.

A Party may withdraw from this Letter of Intent by giving written notice to that effect to the other Parties. Parties may accede to this Letter of Agreement by giving written notice to this effect to the Ministry of Economic Affairs and Employment and the Ministry for Foreign Affairs.