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# COLLECTIVE AGREEMENT

## FOR THE HOTEL, RESTAURANT AND LEISURE INDUSTRY

1 May 2014 – 31 January 2017

# COLLECTIVE AGREEMENT
## FOR THE HOTEL, RESTAURANT AND LEISURE INDUSTRY
## 1 MAY 2014–31 JANUARY 2017

This is an unofficial translation from Finnish to English of the Collective Agreement for the Hotel, Restaurant and Leisure industry 1 May 2014–31 January 2017. Only the original text of the Collective Agreement in Finnish is authoritative. If there shall be any ambiguity relating to the translation or interpretation of the translated clauses of the Collective Agreement, the interpretation which is in accordance with the original Finnish language text shall prevail. The document is for informational purposes only. No rights or obligations may be derived from this document.

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# 1. SCOPE OF APPLICATION

## Clause 1 Scope of Collective Agreement

This Collective Agreement is followed in the hotel and restaurant sector as well as in comparable or closely related or supporting activities, in tourism and leisure services defined below as well as in wellness services associated with the above.

Typically, the scope of application of this Collective Agreement covers:

- restaurants, cafés, pubs, nightclubs
- catering companies and staff cafeterias
- convenience food and catering kitchens
- hotels and other accommodation establishments
- spas and wellness centres
- camping and caravan areas
- holiday resorts and villages
- agritourism services
- service stations and motorway traffic stations
- bowling alleys
- holiday and course centres
- congress centres
- promotion, sales, marketing and agency of domestic (Finnish) tourism services

The Collective Agreement is applied to employees covered by the Working Hours Act. The following Agreements are applied to this Collective Agreement:

- General agreement (LTK-SAK) 15 November1990
- Employee representative agreement (MaRa-PAM) 1 January 2008
- Agreement on cooperation in health and safety issues (MaRa-PAM) 1 January 2012
- Cooperation agreement MaRa-PAM) 1 April 2010
- Recommendation concerning the prevention of substance abuse, handling of substance abuse matters and referring to care (SAK, EK etc. 12 January 2006)
- Agreement regarding workplace meals (LTK–SAK) 12 February 1976
- Minutes regarding compensatory fines (LTK-SAK)
- Agreement concerning the withholding of union membership fees
- Training agreement (MaRa-PAM) 1 February 2014
- Agreement on on-the-job learning (SHR-PAM) 8 March 2006.

# 2. EMPLOYMENT RELATIONSHIP

## Clause 2 Supervision and right of organisation

The employer directs and distributes the work. The employer hires and dismisses the employees.

An employee hired for a particular type of work is obliged, if necessary, to perform other similar or comparable work that does not essentially change the ordinary work.

In addition to the orientation and instruction given at the beginning of the employment, the employer will provide the employee with information on safe and healthy working practices, the contents of the occupational health services at the workplace, the sickness absence policy followed, eventual occupational hazards as well as the occupational health and safety (H&S) organisation.

The right of organisation is mutually inviolable.

The employer will explain the organisation and negotiation relationships in the sector to the employee, giving the names of the shop steward (employee representative), H&S representative and labour protection ombudsman and providing the employee with their contact information.

The parties to the Collective Agreement in the hotel, restaurant and leisure industry sector are Service Union United (PAM) on the one hand and the Finnish Hospitality Association MaRa on the other hand.

## Clause 3 Employment contract and trial period

The parties to the Collective Agreement recommend the use of the appended template employment contract.

Should there be an oral employment contract, the employer is obliged to provide the employee with written information on the principal terms of work in accordance with Chapter 2 Section 4 of the Employment Contracts Act.

The employer and employee can agree on a trial period of maximum four months. If fixed-term employment is shorter than eight months, the trial period can, however, extend to a half of the entire term set forth in the contract.

The trial period starts upon the commencement of the work.

During the trial period, the employment can be terminated without a period of notice in which case the employment expires at the end of the working day.

**EXAMPLE**

The employment contract includes a provision on a four-month trial period. The employee starts the work on 26 April. The last day of the trial period is 25 August.

# Clause 4 Indefinetly valid employment contract (permanent contract)

## 1. Preconditions

An employment contract is valid indefinitely unless it has, for a justified reason, been made for a specific fixed term.

Moreover, the employment contract is deemed to be in force until further notice if:

- the temporary contract has been made without a justified reason;
- there are several successive temporary contracts made without justified reason; or
- the employer lets the employee continue the work after the temporary period has expired.

## 2. Lay-offs

Notice of lay-offs must be given at least 14 days in advance.

## 3. Periods of notice

Periods of notice to be followed by the employer are:

| Duration of employment relationship | Period of notice |
|---|---|
| Up to five years | 1 month |
| From 5 up to 10 years | 2 months |
| Over 10 and up to 15 years | 3 months |
| Over 15 years | 4 months |

Periods of notice to be followed by the employee are:

| Duration of employment relationship | Period of notice |
|---|---|
| Up to 10 years | 14 days |
| Over 10 years | 1 month |

The period of notice starts to run from the day following the day in which notice is given.

**EXAMPLE 1. PERIOD OF NOTICE 14 DAYS**

The notice was given on 10 January. The period of notice starts to run as of 11 January. The last day of the employment relationship is 24 January.

### Example 2. Period of notice in months

When the period of notice is calculated in months, the last day of the employment relationship has the same order number as the date in which the notice was given. If the month of expiry does not have the corresponding day number, the employment will end on the last day of that month.

| Notice given | Period of notice | Last day of employment |
|---|---|---|
| 1 March | 1 month | 1 April |
| 31 December | 2 months | 28 February |

## 4. Procedure followed in dismissals

The dismissal is binding unless the other party accepts the desire to reverse the decision.

If requested, both parties must give a certificate of the notice given.

If the employee requests, the reason for the dismissal and the ending day of the employment must be given in writing.

## 5. Compensation

The employee not respecting the period of notice must compensate the employer for the non-observed part of the period of notice, repaying a sum corresponding to the days in question.

Chapter 2 Section 17 of the Employment Contracts Act contains provisions on how this compensation is set off from the pay.

The employer not respecting the period of notice must pay the employee full wages for the non-observed part of the period of notice.

The daily pay will be calculated in accordance with Clause 21.2 of this Collective Agreement.

# Clause 5 Fixed-term employment contract

## 1. Preconditions

A fixed-term employment contract can be concluded for justified reasons, including:
the nature of the work, deputy position or other corresponding reason;
a reason related to the operation of the company or to the work to be performed; or
employee's own request.

## 2. Lay-offs

Under Section 5:2 of the Employment Contracts Act, the employer can lay off an employee with a fixed-term employment contract only if he or she is working as a deputy of a permanent employee and the employer would have the right to lay off the permanent employee if he or she were working.

Notice of lay-offs must be given at least 14 days in advance.

## 3. Termination of the employment contract

A fixed-term employment contract will terminate at the expiry of the set term. A fixed-term employment contract cannot be terminated in mid-term, unless the employment contract specifically provides for such a possibility.

## 4. Compensation

Should the employee end the employment relationship before the expiry of the fixed term, he or she will be obliged to compensate the employer for the premature termination of the employment contract, with the compensation amounting to a sum corresponding to two week's pay, or if the share of the neglected part of the fixed term is shorter, the sum corresponding to the pay for this shorter period.

Chapter 2 Section 17 of the Employment Contracts Act contains provisions on how this compensation is set off from the pay.

Should the employer terminate the employment before the end of the fixed term, the employer will compensate the employee for the damages as provided by Chapter 12 of the Employment Contracts Act.

# 3. WORKING HOURS

## Clause 6 Obligation to offer additional work

If the employer needs additional employees for the tasks suitable for the existing employees involved in part-time work, the employer must offer this work to the part-time employees.

Additional work must be offered up to 111 hours per a three-week shift period.

It is recommendable to agree locally on the ground rules applicable to the offer of additional work.

## Clause 7 Regular working hours and the length of a working day

### 1. Regular working hours

Working hours are determined for periods of three weeks.

Regular working hours total the maximum 111 hours in three weeks.

### 2. Working hours of part-time employees

The employee is considered to be a part-time employee if the average working hours are less than 111 hours in three weeks.

The employer and the employee will agree on
the fixed minimum working hours; or
on the average minimum working hours in the three-week period.

#### A. Fixed minimum working hours

If the employer and the employee have agreed on fixed minimum working hours in a three-week period, thus number of working hours must materialise during each three-week period.

If the working hours fall short of the agreed minimum, the employer will pay a compensation corresponding to the missing working hours. However, the compensation obligation does not apply if the agreed working hours have fallen short due to a reason attributable to the employee or due to an absence without pay.

If the factual working hours are, without justified reason, permanently longer than those agreed in the employment contract, an agreement must be made to match the working hours to the factual hours.

## B. Average minimum working hours (provision in force until 31 December 2014)

The provision applicable to the average minimum working hours will change on 1 January 2015. The current follow-up periods must be ended before the new period starts in January 2015. Exceeding or falling short of the agreed average minimum working hours resulting from the amendment of the Collective Agreement does not, however, lead to the measures listed in the Clause.

If the employer and the employees have agreed on average working hours in a three-week period, the agreed working hours must materialise during the follow-up period.

The employer and the employee follow the materialisation of the average minimum working hours over a period of one year, unless a shorter workplace-specific period is agreed upon as per Clause 30.

The purpose of the follow-up is to ensure that the agreement corresponds to the factual situation.

If the factual average working hours are, without justified reason, permanently longer than those agreed in the employment contract, an agreement must be made to match the working hours to the factual hours.

If the working hours fall short of the agreed minimum hours, the employer will pay a compensation corresponding to the missing working hours. However, compensation obligation does not apply if the agreed working hours have fallen short due to a reason attributable to the employee or due to an absence without pay.

In fixed-term employments of less than one year, the minimum working hours in a three-week period must materialise during the fixed-term employment period.

If a part-time employee factually works so many additional hours that he or she no longer qualifies as a part-time employee as per the Collective Agreement, an agreement must be made with the employee on monthly pay starting from the beginning of the month following the moment of change.

The above provisions are not applicable to the employees separately called in upon request.

In conformity to Clause 12.4 or 12.5 of the Collective Agreement, an employee working 90 or 105 hours in three weeks does not qualify as a part-time employee.

**B. Average minimum working hours (provision in force as from 1 January 2015)**

If the employer and the employees have agreed on average working hours in a three-week period, the agreed working hours must materialise during the follow-up period.

The employer and the employee follow the materialisation of the average minimum working hours over a period of one year, unless a shorter workplace-specific adjustment period is agreed upon as per Clause 30.

The adjustment follow-up takes place for full three-week periods from January to January. The follow-up starts from the first full three-week period in January and ends on the first three-week period ending in January of the following year.

**EXAMPLE**

The first three-week period starting in January begins on 12 January 2015, marking the beginning of the adjustment follow-up period ending on 3 January 2016. Therefore, the length of the follow-up period is 17 three-week periods. If the agreed average minimum working hours of the employee are 90 hours in three weeks, the materialised working hours in the entire follow-up period must amount to the minimum of 17 x 90 hours, i.e., 1530 hours. Paid absences also count as hours.

| **Follow-up periods in the year 2015 - 2016** | | |
|---|---|---|
| Three-week period starting on | Three-week period ending on | Number of three-week periods |
| 5 January 2015 | 17 January 2016 | 18 |
| 12 January 2015 | 3 January 2016 | 17 |
| 19 January 2015 | 10 January 2016 | 17 |

| **Follow-up periods in the year 2016 - 2017** | | |
|---|---|---|
| **Three-week period starting on** | **Three-week period ending on** | **Number of three-week periods** |
| 4 January 2016 | 15 January 2017 | 18 |
| 11 January 2016 | 1 January 2017 | 17 |
| 18 January 2016 | 8 January 2017 | 17 |

A workplace-specific agreement on other follow-up periods (for example, from April to April) can be made in line with Clause 30.

The follow-up of the working hours will be performed within two months from the end of the respective period.

The purpose of the follow-up is to ensure that the agreement corresponds to the factual situation.

If the factual average working hours are, without justified reason, permanently longer than those agreed in the employment contract, an agreement must be made to match the working hours to the factual hours.

If the working hours fall short of the agreed minimum, the employer will pay a compensation corresponding to the missing working hours. However, the compensation obligation does not apply if the agreed working hours have fallen short due to a reason attributable to the employee or due to an absence without pay.

If the employer gives notice of the employee's employment contract, the roster for the period of notice must include at least the average minimum working hours as per the employee's employment contract. However, it is not necessary to change a roster already published for a three-week period.

In fixed-term employments of less than one year, the minimum working hours in a three-week period must materialise during the fixed-term employment period.

If a part-time employee factually works so many additional hours that he or she no longer qualifies as a part-time employee as per the Collective Agreement, an agreement must be made with the employee on monthly pay starting from the beginning of the month following the moment of change.

The above provisions are not applicable to the employees separately called in upon request.

In conformity to Clause 12.4 or 12.5 of the Collective Agreement, an employee working 90 or 105 hours in three weeks does not qualify as a part-time employee.

## 3. Length of a working shift

One shift must be at least four hours. At the request of the employer or for justified reasons, the shift can be shorter than this. For example, 'justified reason' can be related to the need of workforce depending on the demand for services, the opening or service hours of the establishment or the short-term duration of the work.

The length of a shift must not exceed 10 hours. With the employee's consent, the shift can be longer. Unreasonable numbers of ten-hour shifts must not be imposed on the employee. At the request or upon the consent of the employee, successive 10-hours shifts can be arranged. However, the working hours per 24 hours may not exceed 16 hours.

### 4. Breaks for rest

The break for rest between shifts must be at least 8 hours. If there are successive 10-hour shifts in two successive days, the break for rest between the shifts must be at least 10 hours.

The employer shall aim to organise a break for rest between the shifts that is longer than the above requirement.

If the daily uninterrupted working hours exceed six hours, the employee must be provided, in addition to the coffee break under Subclause 5, at least another 30 minute break for rest, or taking the working pace into consideration, a sufficiently long break during the working hours for a meal in a place suitable for the purpose.

The break for rest is not calculated as part of the working hours if the employee can freely leave the workplace.

If the work requires uninterrupted presence or causes an uninterrupted load, the work must be organised in a way to provide the employee with an opportunity to take breaks and leave the work station for a short time, if necessary.

### 5. Coffee break

If the shift is longer than 4 hours, the employee must have at least one coffee break. The break is calculated as working hours and therefore the employee is not allowed to leave the workplace without the consent of the employer.

If no actual break can be given due to work arrangement reasons, the employee must have the possibility to have refreshments while working.

## Clause 8 Organisation of working hours

### 1. Working week

The working week starts on Monday at 00.00 and ends on Sunday at 24.00.

A three-week period includes the maximum of 15 working days.

### 2. Days off

For each week of five working days, the employee earns two days off: one is a weekly rest day 'V' of minimum 30 hours and the other an additional day off 'X' of minimum 24 hours.

The following are compared to working days: an X day off postponed from a week to another, an adjustment day off to adjust for the working hours, the days off to compensate for the holiday bonus as well as a "JP day off" (JP = public holiday) in the roster.

The weekly V rest day must be given for each full week of work. The additional day off X can be given either during the earning week or combining it to another day off during the same three-week period.

If the X day off is given during the same week in which it was earned, it must be combined, whenever possible, to a V day.

The interval between days off must not exceed seven working days. At the initiative of the employee, it is possible to agree to deviate from this provision.

The parties recommend the use of a rotating day-off system.

The shift preceding the days off will be arranged so that it is a morning shift while the one following the days off is an evening shift, if there is an even number of successive days off. This provision applies to a workplace that is open every day of the week, with two or three shifts, as well as to other workplaces as is possible. If the shifts between the days off only include morning, evening or night shifts, this provision need not be followed.

At least one in five weekends must be free so that Friday and Saturday or Saturday and Sunday are given as successive days off. Under Clause 30 of this Collective Agreement, it is possible to make workplace-specific agreements on combinations with Sunday and Monday off.

The provision applies to employees entitled to earn V and X days off.

It is possible to deviate from the provision the request of the employee or for compelling reasons.

When the annual holidays are given, the five-week period is calculated as follows:

| | | | | | | |
|---|---|---|---|---|---|---|
| V | X | 3 weeks | 4 weeks | 2 weeks | V | X |
| Sat | Sun | | annual holidays | | Sat | Sun |

When agreeing on the annual working hours system under Clause 12.3 of the Collective Agreement, it is also possible to agree with the employee on weekend days off following a system deviating from this provision.

## Clause 9 Roster

The roster must be drawn up in advance and placed on the notice board or other similar place accessible to the employees no later than one week prior to the beginning of the three-week period, unless otherwise agreed for the specific workplace under Clause 30.

The roster must be written by means other than a pencil.

The three-week period always starts on a Monday. The period is not interrupted at year's end.

The roster must include the starting and ending times of work as well as the days off.

The roster must not be changed without the consent of the employee and the employer.

If the three-week period is not full due to the beginning or the termination of the employment contract or a payless absence, the regular maximum working hours may amount to the average of 7.4 hours per working day.

## Clause 10 Special public holidays

### 1. Christmas Eve and Christmas Day

The evening shift on Christmas Eve as well as the entire Christmas Day will be made free if the employer so requests one week prior to the drawing up of the roster including the Christmas period.

An exception to the above is constituted by hotels and accommodation establishments, periodically open restaurants, traffic station restaurants, hospital and service station cafeterias as well as staff cafeterias.

### 2. May Day

The employee must have free from May Day, morning shift, until 13.00 or if possible, until 16.00.

However, the employee must inform the employer of this no later than one week before the roster in question is drawn up.

## Clause 11 Impact of public and Church holidays (JP) on working hours

The following public and Church holidays during the employment contract period shorten the working hours:

- Epiphany (6 January)
- Good Friday
- May Day (1 May)
- Ascension Day
- Midsummer's Day
- Independence Day (6 December)
- Christmas Eve (24 December)
- Christmas Day (25 December)

The days shortening the total number of working hours are called 'JP days'.

### 1. Entitlement to shortening

The employees that have worked for at least one full shift during a week with one of the above public or Church holidays are entitled to have the JP days off (shortening of working hours).

If the shift coincides with two different weeks, it is deemed to be on the week in which the shift started.

The following are comparable to a shift: adjustment day off, X day postponed from a week to another, JP day off and day off to compensate for the holiday bonus.

The following do not have the right to the shortening:
employee on a uninterrupted three-shift roster
employee with the employment contract in force less than a month prior to the public or Church holiday in question.

## 2. Shortening in terms of days off

The time off earned for the JP days in January-June will be given by the end of the December of the same year, unless otherwise agreed.

The time off earned for the JP days in July-December will be given by the end of June of the following year, unless otherwise agreed.

The employee must be consulted when the JP day off is given.

In working hour schemes with monthly pay, the impact of JP days off is calculated by dividing the working hours under the employment contract by 15 (for example, 111 hrs/15 = 7.4 hrs).

In case of part-time employees, the JP days off are calculated proportionally so that the working hours during three full three-week periods preceding the JP day will be divided by 45 unless otherwise agreed on the length of the period used for the calculation of average working hours at the specific workplace and in accordance with Clause 30. However, the JP day off cannot exceed 7.4 hours.

The JP days off are given in full days off and they do not impact the other days off in the same period.

In case of part-time employees, the JP day off can also be compensated in money, corresponding to the earned JP days, paid out on the following pay day.

At the end of employment, the earned but not taken JP days off will be paid out in money. In case of employees with a monthly pay, the value of a JP day off is obtained by dividing their monthly pay by 21.

## 3. Staff cafeterias

Instead of the JP day off system, an agreement can be made for staff cafeterias, based on the public and Church holiday and working hour shortening arrangements of the client corporation in question.

In this case, the working hours can be, for example, 112.5 hours in three weeks, and correspondingly, the employee will get 11 adjustment days off in the year, with the resulting annual working hours matching that of the JP day system.

The workplace-specific agreement must comply with Clause 30 of the Collective Agreement.

# Clause 12 Specific working hour schemes of full-time employees

## 1. Working hours adjustment system

### 1. Regular working hours and adjustment period

The regular working hours of a full-time employee with monthly pay can be arranged to consist of 111 hours on average so that the working hours are adjusted to such a number during the maximum of six (6) successive three-week periods (adjustment period). The regular working hours of one single three-week period must not exceed 129 hours.

The length of the adjustment period followed as well as the starting and ending times must be indicated in the roster.

A weekly rest day (V) must be given for each week of work.

For each three-week period, the maximum of two (2) X days can be postponed within the adjustment period to a later date, and the postponed X day will be given in combination with other time off. The postponed X day is comparable to a working day in the earning calculations of X and V days, JP days off and annual holidays.

The interval between days off must not exceed seven working days.

The working hours will be adjusted during the adjustment period either by shortening the daily working hours or by giving separate adjustment days off. During an adjustment period, the employee must get at least three (3) adjustment days off if that is possible within the accumulated hours. The adjustment days off (TS) are marked in the roster and are comparable to working days in the calculation of earned X and V days, JP days off and annual holidays as well as in the pay for a partial month.

Adjustment days off must not overlap other days off or annual holidays.

Following the above principles, the system can also apply to the so-called 105-hour system (Collective Agreement, Clause 12.5) but not to the so-called 90-hour system (Clause 12.4).

## EXAMPLE 1. ADJUSTMENT OF WORKING HOURS

The length of the adjustment period followed is 6 three-week periods. The number of working hours in an adjustment period totals 6 x 111 hours, in other words 666 hours. During the adjustment period, a total of 4 adjustment days off have been given.

| **Period 1: 115 hrs** | **Period 2: 129 hrs** | **Period 3: 102 hrs** |
|---|---|---|
| 3 X days off | 1 X day off | 3 X days off |
| 3 V days off | 3 V days off | 3 V days off |
| | | 1 adjustment day off |
| **Period 4: 86 hrs** | **Period 5: 116 hrs** | **Period 6: 118 hrs** |
| 5 X days off | 2 X days off | 4 X days off |
| 3 V days off | 3 V days off | 3 V days off |
| 3 adjustment days off | | |

### 2. Impact of absences

For absences, the working hours under the roster are considered to be the working hours done and recorded in the working hours system.

If no roster has been drawn up, the working hours to be included in the system amount to 7.4 hours per working day and 37 hours per working week. For the annual holidays, the shortening impact of the annual holidays as per Clause 27.5.8 of the Collective Agreement is included in the calculation of working hours done, and for the JP day off, the impact is 7.4 hours.
In working hour schemes other than the 111-hour scheme, the impact of the absences is taken into consideration in proportion of the working hours under the employment contract.

### 3. Additional and overtime work during a three-week period

For a three-week period, the work in excess of 129 hours will be compensated in terms of additional and overtime work as follows:

- 9 hours of additional work with normal hourly wages
- the next 18 hours with a 50% increase and
- the following hours with 100% increase in pay.

The hours entitling the employee to receive the period-specific additional or overtime remuneration are not taken into consideration in the calculation of the total working hours in an adjustment period.

The period-specific additional or overtime remuneration cannot be converted into corresponding days off.

## 4. End of employment in the middle of an adjustment period

If the employment ends in the middle of the adjustment period, for a reason attributable to the employee, before the working hours have been adjusted to the regular working hours, the deficit in working hours can be deducted from the employee's pay. Eventual surplus hours will be compensated in money with the normal hourly wages.

If the employment is terminated due to a reason attributable to the employer, the deficit is not deducted. Eventual additional and overtime work beyond the average regular maximum working hours is compensated as follows:
up to the average 120 hours: additional work at normal hourly wages;
following hours: half at an increase of 50% and half at an increase of 100% in the hourly wages.

### EXAMPLE 2. ADDITIONAL AND OVERTIME WORK WHEN EMPLOYMENT ENDS IN THE MIDDLE OF AN ADJUSTMENT PERIOD

The employment of an employee with a full-time 111 contract ends in the middle of the 18-week adjustment period after three three-week periods due to a reason attributable to the employer.

| | | |
|---|---|---|
| Period 1: 129 hrs | Period 2: 128 hrs | Period 3: 109 hrs |

The total working hours during the periods is 366 hrs, in other words 122 hours on average in one three-week period. In this case, the additional work per period is 9 hours on average (120-111), and there are 3 full periods. The employee will have remuneration for additional work as follows: 3 x 9 hours, in other words the pay for 27 hours.
For each period, there are 2 hours of overtime (122-120) on average, in other words 6 hours in all (3 x 2), with one half = 3 hours compensated with a pay increased by 50% and the other half = 3 hours with a pay increased by 100%.

## 5. End of adjustment period

The deficit in working hours resulting from a reason attributable to the employee can be deducted from the pay at the end of the adjustment period. If there is any surplus of working hours at the end of the adjustment period, the working hours done in excess of the regular maximum working hours in the adjustment period will be compensated as follows:

- 9 hours of additional work with normal hourly wages
- the next 18 hours with a 50% increase and
- the following hours with a 100% increase in the hourly wages.

The surplus or the deficit cannot be transferred to the following adjustment period.

**EXAMPLE 3. ADDITIONAL AND OVERTIME WORK AT THE END OF AN ADJUSTMENT PERIOD**

The length of the adjustment period is 6 three-week periods, with the regular maximum working hours in the adjustment period amounting to 666 hours. Before the beginning of the last three-week period, the employee had worked for 625 hours. Therefore, there would be 41 hours available for the last three-week period (666-625 hrs). However, the employee worked for 81 hours during the last period, and the additional overtime work (81-41 hrs = 40 hrs) will be compensated as follows:

- 9 hours of additional work with normal hourly wages
- 18 hours with a pay increased by 50% and
- 13 hours with a pay increased by 100%.

## 2. Working hours adjustment system based on local agreements

### 1. Regular working hours and adjustment period

Based on Clause 30 of the Collective Agreement, the working hours of a full-time employee with a monthly pay can be adjusted, on the basis of a local agreement, to comprise 111 hours during the maximum of nine (9) three-week periods (adjustment period).

The regular working hours in one single three-week period must not exceed 135 hours.

The length of the adjustment period followed as well as the starting and ending times must be indicated in the roster.

The weekly rest day (V) must be given for each week of work.

The X days can be postponed within the adjustment period, giving the postponed X day in connection with other days off. The postponed X day is comparable to a working day in the calculations of X and V days, JP days off and annual holidays. The interval between days off must not exceed seven working days.

The working hours will be adjusted during the adjustment period either by shortening the daily working hours or by giving separate adjustment days off. During an adjustment period, however, the employee must get at least five (5) adjustment days off if that is possible within the accumulated hours. The adjustment days off (TS) are marked in the roster and are comparable to working days in the calculation of earned X and V days, JP days off and annual holidays as well as in the pay for a partial month.

Adjustment days off must not overlap other days off or annual holidays.

Following the above principles, the system can also apply to the so-called 105-hour system (Collective Agreement, Clause 12.5) but not to the so-called 90-hour system (Clause 12.4).

## EXAMPLE 1. ADJUSTMENT OF WORKING HOURS

The length of the adjustment period followed is 9 three-week periods. The number of working hours in an adjustment period totals 9 x 111 hours, in other words 999 hours. There are 27 X days off during the adjustment period, with part postponed from one three-week period to another, and given in combination with other days off. During the adjustment period, a total of 8 adjustment days off have been given.

| | | |
|---|---|---|
| 1 X day off | 1 X day off | 2 X days off |
| 3 V days off | 3 V days off | 3 V days off |
| Period 4: 120 hrs | Period 5: 122 hrs | Period 6: 80 hrs |
| 2 X days off | 3 X days off | 5 X days off |
| 3 V days off | 3 V days off | 3 V days off |
| | | 4 adjustment days off |
| Period 7: 90 hrs | Period 8: 86 hrs | Period 9: 111 hrs |
| 4 X days off | 6 X days off | 3 X days off |
| 3 V days off | 3 V days off | 3 V days off |
| 2 adjustment days off | 2 adjustment days off | |

### 2. Impact of absences

During absences, the working hours under the roster are considered to constitute the working hours in the working hours system. If no roster has been drawn up, the working hours recorded in the system amount to 7.4 hours per working day and 37 hours per working week. For the annual holidays, shortening impact of the annual holidays as per Clause 27.5.8 of the Collective Agreement is included in the calculation of working hours done, and for the JP day off, the impact is 7.4 hours.

In a working hour arrangement other than the 111-hour scheme, the impact of the absences is taken into consideration in proportion of the working hours under the employment contract.

### 3. Additional and overtime work during a three-week period

For a three-week period, the work in excess of 135 hours will be compensated as additional and overtime work as follows:

- 9 hours of additional work with normal hourly wages
- the next 18 hours with an increase of 50% and
- the following hours with an increase of 100% in the hourly wages.

The hours giving title to the period-specific additional or overtime remuneration are not taken into consideration in the calculation of the total working yours in an adjustment period.

The additional or overtime compensation cannot be converted into a corresponding days off.

### 4. End of employment in the middle of an adjustment period

If the employment ends in the middle of the adjustment period for a reason attributable to the employee before the working hours have been adjusted to the regular working hours, the deficit in working hours can be deducted from the employee's pay. Eventual excess hours will be compensated in money with the normal hourly wages.

If the employment is terminated due to a reason attributable to the employer, the deficit is not deducted. Eventual additional and overtime work beyond the average regular maximum working hours is compensated as follows:
up to the average 120 hours: additional work at normal hourly wages;
following hours: half at an increase of 50% and the other half at an increase of 100% in the hourly wages.

**EXAMPLE 2. ADDITIONAL AND OVERTIME WORK WHEN EMPLOYMENT ENDS IN THE MIDDLE OF AN ADJUSTMENT PERIOD**

The employment of an employee with a full-time 111 contract ends in the middle of the 27-week adjustment period after three three-week periods due to a reason attributable to the employer.

| | | |
|---|---|---|
| Period 1: 135 hrs | Period 2: 128 hrs | Period 3: 103 hrs |

The total working hours during the periods is 366 hrs, in other words 122 hours on average in one three-week period. In this case, the additional work per period is 9 hours on average (120- 111), and there are 3 full periods. The employee will have remuneration for additional work as follows: 3 x 9 hours, in other words the pay for 27 hours. For each period, there are 2 hours of overtime on average (122-120), in other words 6 hours in all (3 x 2), with one half = 3 hours compensated with a pay increased by 50% and the other half = 3 hours with a pay increased by 100%.

### 5. End of adjustment period

The deficit in working hours resulting from a reason attributable to the employee can be deducted from the pay at the end of the adjustment period. If there is any surplus of working hours at the end of the adjustment period, the working hours done in excess of the regular maximum working hours in the adjustment period will be compensated as follows:

- 9 hours of additional work with normal hourly wages
- the next 18 hours with a 50% increase and
- the following hours with a 100% increase in the hourly wages.

The surplus or the deficit in working hours cannot be transferred to the next adjustment period.

**EXAMPLE 3. ADDITIONAL AND OVERTIME WORK AT THE END OF AN ADJUSTMENT PERIOD**

The length of the adjustment period is 9 three-week periods, with the regular maximum working hours in the adjustment period amounting to 999 hours. Before the beginning of the last three-week period, the employee had worked for 940 hours. There would be 59 hours (999-940) available for the last three-week period. However, the employee has worked for 89 hours during the last period, and the additional overtime work (89-59 hrs = 30 hrs) will be compensated as follows:

- 9 hours of additional work with normal hourly wages
- 18 hours with a pay increased by 50% and
- 3 hours with a pay increased by 100%.

## 3. Annual working hours system based on local agreements (' working-time bank')

### 1. Introduction of the system, joining in and detaching from the system

1. In line with Clause 30 of the Collective Agreement, the introduction of the working hours system is subject to a workplace-specific agreement with the shop steward.

2. The system is applicable to full-time employees with a permanent employment contract or a fixed-term contract of at least one year.

3. If an annual working hours system is in use, the working hours are adjusted to the maximum of 111 hours in three week during a period of maximum one year.

4. The employer and employee make a separate written agreement on the employee's inclusion in the system. When the employee joins in, the parties agree on the length of the adjustment period as well as on the maximum hours in a three-week period according to the agreements under Subclause 2.1. At the same time, a preliminary agreement on the period of taking the adjustment days off is made. For an individual employee, the adjustment period can be shorter than the period agreed upon with the shop steward at the introduction of the system.

5. The employer and the employee agree on the sums of money that the employee wishes to include in the system, to be converted into adjustment days off.

6. The employer will inform the shop steward representing the employee about the agreements made with the employees joining the system.

7. An employee in the system can be laid off only due to a compelling, unpredictable reason which is not dependent on the employee or the employer.

8. The shop steward or the employer can give three (3) months' notice of the system, and the ongoing system will be following until the end of the adjustment period.

9. The employee or the employer can give three (3) months' notice of the system regarding an individual employee, and the ongoing system will be following until the end of the adjustment period.

10. Due to a health reason related to the coping of the employee, diagnosed by the occupational health services, the employer or the employee can give maximum one (1) month's notice of the system regarding an individual employee, and the system will be in force for that employee until the end of the period of notice.

11. If the application of the annual working hours system and the adherence to the system were considered as precondition for the indefinitely valid employment contract, and the end of the system or the detachment from it has brought about a situation where all employee can no longer be offered permanent work due to the seasonal character of the work, the eventual redundancies must be targeted primarily to employees whose employment in force until further notice was conditioned by their joining in the annual working-time system.

12. Following the above principles, the system can also apply to the so-called 105-hour system (Collective Agreement, Clause 12.5) but not to the so-called 90-hour system (Clause 12.4).

## 2. Organisation of working hours

1. Regular working hours are maximum 150 hours in three weeks.

2. The hours in excess of the 111 hours in one three-week period will be postponed and given as days off during the adjustment period.

3. The working hours will be organised under Clauses 7 and 8 of the Collective Agreement, with the following exceptions:
the additional day off (X) can be given during the adjustment period in connection with another day off
daily uninterrupted minimum working hours are 4 hours.

4. The starting and ending times of the applicable adjustment period must be indicated in the roster.

5. The roster is drawn up for three weeks at a time in line with Clause 9 of the Collective Agreement.

6. For the annual holiday days, the shortening impact of the annual holidays as per Clause 27.5.8 of the Collective Agreement is included in the calculation of the working hours. For sick leave days, the working hours are, irrespective of the roster, calculated as 7.4 hours per working day and 37 hours per week.

## 3. Additional and overtime work during a three-week period

1. Hours in excess of 150 hours in a three-week period are compensated by a pay with a 100% increase.

## 4. Items transferred into the system

1. In addition to the working hours in excess or short of 111 hours (latter: minus hours), the adjustment system can include, as per agreement, various sums of money converted into working hours.

2. Such items can include working hour remunerations (such as remuneration for work on Sunday, evening and night supplements, basic and increased overtime pay, holiday bonus). In addition, the adjustment system can include, upon agreement, the JP days off as well as the saved days of the annual holidays.

## 5. Adjustment within the system

1. The working hours in excess of 111 hours, transferred into the system, as well as the sums of money converted into working hours are given as full days off (adjustment days off) during the adjustment period. At the initiative of the employee, a different agreement can be made on the days off during the adjustment period.

2. The sums of money transferred into the system are converted into working hours based on the pay received at the moment of the transfer.

3. If the working hours converted into days off cannot be divided evenly by 7.4 hours, the remainder can be given as shortening of the working hours during the period or as partial days off.

4. Adjustment times off qualify as working hours.

5. The pay for the work done during adjustment days off will be increased by 50%. The hours done during the adjustment days off are not taken into consideration in the calculation of total hours.

**EXAMPLE**

During the three-week period, the employee has worked for 148 hours, with two 7.4-hour Sunday shifts. The employee's pay is 10 euro per hour. Upon agreement, also the remuneration for Sunday work is transferred into the system. The total adjustment hours transferred into the system are (148-111 =) 37 hours + 14.8 x 10 (148) euro, converted into hours = 14.8 hours. In total, the system thus includes a transfer of 51.8 hours to be given as days off. The working hours are adjusted by giving the employee 8 full days off during the adjustment period at a time agreed upon by the parties.

## 6. Wages

1. For the days off, the employee receives the wages in force at that time.

2. If the employee's tasks change after the working hours and/or items in money are transferred into the system in a way that the pay at the time of the days off is lower than earlier, the employee will receive, for the days off, the pay that was in force when such days off were earned, including an eventual increase according to the Collective Agreement.

## 7. Sickness during the adjustment days off

1. If the employee falls ill during the adjustment days off, he or she will be entitled to interrupt the days off for the length of the sick leave, and the absence is treated as a sick leave starting from the following day. The employee must present a clarification of the sickness as per the Collective Agreement, informing the employer of the wish to interrupt the adjustment days off.

2. The employer will decide when the adjustment days off thus transferred can be taken. If it is not possible to take the transferred days off due to the end of the adjustment period , they can be given during the following adjustment period.

## 8. Interruption of the adjustment system in the middle of the adjustment period

1. If the adjustment system ends in the middle of the adjustment period for a reason attributable to the employee before the working hours have been adjusted to the regular working hours, the deficit in working hours can be deducted from the employee's wages. Eventual excess hours will be compensated in money with the normal hourly wages.

2. If the interruption of the adjustment system is due to a reason attributable to the employer, the deficit will not be deducted. The eventual surplus will be compensated in the manner agreed upon in view of the termination of the adjustment period.

## 9. Additional and overtime work at the end of an adjustment period

1. If the overtime in a period has been paid out in money as per Subclause 3, the hours compensated as overtime are not taken into account in the calculation of the total working hours in an adjustment period.

2. If there are accumulated deficits attributable to the employee at the end of the adjustment period, such deficit can be deducted from the employee's wages.

3. If there are surplus hours at the end of the adjustment period, such surplus will be compensated as follows:

- the working hours are divided by the sum total of working days and adjustment days off taken;
- work in excess of the average of 7.4 hours per day will be compensated up to 8 hours with the payment for 0.6 hours of additional work at the normal hourly wages;
- work in excess of the average of 8 hours per day will be compensated up to 10 hours with the overtime pay, with the normal pay increased by 50%
- work in excess of the average of 10 hours will be compensated with a pay increased by 100%.

## 10. Working hours register

In addition to the working hours register referred to in the Working Hours Act, the employer must keep employee-specific books on the accumulated hours transferred into the adjustment system as well as on the relevant criteria.

## 4. Regular night work

### 1. Employees entitled to shortening of working hours

An employee with monthly wages has 90 working hours in three weeks, with no deduction of the full monthly wages if:

- over half of the working hours are between 01.00 – 06.00; or
- over half of the shifts in a three-week period start between 24.00 and 05.00.

### 2. Additional and overtime work

The divisor of the monthly wages used for the criteria for remuneration for additional, overtime and Sunday work is 127.

Additional work is constituted by the hours in the three-week period in excess of 90 hours up to 120 hours.

### 3. Wages

The hourly wages of the part-time employee covered by this working hours system is calculated by dividing the monthly wages by 127.

The employee entitled to receive the time compensation under this system will not be paid any evening or night work supplement.

## 5. Work comparable to three-shift work

### 1. Employees entitled to shortening of working hours

The working hours of an employee with monthly wages amount to 105 hours in a three-week period, with no deduction of the full monthly wages, if the employee works in a work station which is open:

- throughout the day; and
- on every day of the week.

The shifts must take place during all times of the day and on all days of the week.

The shortening does not apply to temporary arrangements unless deputy arrangements are regular.

If an employee otherwise covered by a normal working hours system (111 hours) covers night shifts of another employee entitled to the night work time remuneration (90-hour system), taking at least six such shifts in three weeks, the first employee becomes entitled to the shortening of working hours under the system, and the working hours will be 105 hours in three weeks.

The above-mentioned shortening of working hours is not applicable to an employee working at a service station or motorway traffic station with a grocery shop including at least 2000 articles if

- the employment starts after 1 May 2010; or
- the working hours scheme changes after 1 May 2010.

## 2. Shortening of working hours in practice

As a result of the shortening, the working hours are 105 hours in three weeks. Part of the shortening takes place in the form of 8 adjustment days off in a year.

The employees with this working hours scheme do not earn the shortening for public holidays (JP days off).

The adjustment days off are fully comparable to working days and they must not overlap the earned days off or the annual holidays.

## 3. Additional and overtime work

The divisor of the monthly wages used as the criteria for remuneration for additional, overtime and Sunday work is 149.

Additional work is constituted by the hours in the three-week period in excess of 105 hours up to 120 hours.

## 4. Wages

The hourly wages of the part-time employee covered by this working hours system are calculated by dividing the monthly wages by 149.

When the sick pay is paid out, the adjustment days off are compared to working days.

# 4. WAGES

## Clause 13 Form of pay

Full-time employees receive monthly wages.

Part-time employees receive hourly wages. The hourly wages are obtained by dividing the monthly wages by 159.

## Clause 14 Determining the amount of pay

### 1. Seniority (employments beginning after 1 October 2007)

When the relevant year-grade in the pay scales is determined, the experience of similar work is taken into account in case of employments that have started after 1 October 2007.

In other tasks, the experience is taken into account to a reasonable extent if the work corresponds partly to the professional experience required.

In addition to the time at work, the comparable time is taken into account as per Section 7 of the Annual Holidays Act.

The requirement for one year of seniority is:

- one year work, if the average minimum working hours are 60 hours in three weeks or more;
- 2 years of work, if the average minimum working hours are less than 60 hours in three weeks.

The transfer to the following year grade will take place as from the beginning of the payroll period following the full year of seniority.

The employer and the employee will clarify the working experience to be taken into account when they sign the employment contract, no later than the first pay day.

A later account of the experience does not give the employee the right to require that the earlier experience is taken into consideration.

Training in line with Subclause 2 also adds to the time of working experience.

When the employee moves on to new tasks with a more demanding Wage category, or will be included in the scope of application of the Collective Agreements of foremen/superiors, the new scale-based wages are determined according to the year-grade closest to the former pay-scale wages.

**EXAMPLE**

A waiter working full time between 1 January 2009 and 30 June 2013 is hired as a waiter on 1 October 2013. The experience gained by the employee amounts to 4 years and 6 months. The minimum wages of the employee are determined according to the pay scale of the employees with over 2 years of experience. On 1 April 2014, the employee moves on to the pay scale of those with over 5 years of seniority.

## 2. Training period

The employment starts with a period of training lasting for six months. If the employee has the vocational training required for the job, the training period is two months.

The training period is shortened by the working experience defined in Subclause 1 above.

The trainee wages are 80% of the pay scale for the job in question, 0-2 years of experience.

The training period is calculated in the same manner as the experience (Subclause 1); however, in case of absence, only absence with pay will accumulate the training period.

## 3. Supplement for years of service (employments started prior to 1 October 2007)

The supplement for years of service is determined on the basis of the duration of service by the employee with the current employer.

In addition to the factual working hours, the following will entitle the employee to accumulate years of service:

- lay-off time, maximum 75 working days at a time;
- sick leave to the extent that the employee is entitled to receive the per diem under the Health Insurance Act;
- special maternity, maternity, paternity and parental leave;
- working at different workplaces of the same company;
- duration of training under the training agreement;
- earlier employments with the same employer if the employment has been interrupted due to lack of work, fixed-term contract or similar reason;
- in cases of transfer of business, the time at the service of the earlier employer.

The supplement for the years of service is paid as from the beginning of the payroll period starting after a full year-grade has been reached.

The entitlement of part-time employees to the supplement for years of service is determined as above.

## 4. Wage groups

| Wage groups | |
|---|---|
| 1. | **Assistant, porter** |
| 2. | **Waiter, cashier, shop assistant, cook, motorway traffic and service station worker, bowling alley attendant**<br>(cafes, fast food restaurants and restaurants where no alcohol is served or restaurants licenced to served fermented beverages of no more than 4.7% by volume, "medium strength beer establishments)<br>Cleaner, pool attendant, transportation and distribution work done by car, lobby attendants, camping area worker |
| 3. | **Staff restaurant cook**<br>(not serving alcoholic beverages exceeding 4.7% by volume)<br><br>**Floor attendant, processed food cook, baker** |
| 4. | **Waiter, cook, cold buffet cook, motorway traffic and service station worker, bowling alley attendant**<br>(in licenced premises serving alcoholic beverages of over 4.7% by volume, "A and B licenced establishments)<br><br>**Doorman, bouncer, service attendant, switchboard operator, reception assistant, karaoke worker, conference organiser, employee in the wellness sector** (such as fitness trainer, personal trainer, chiropodist), **hobbies and events worker** (such as gym trainer, leisure activities instructor, roadie, hall builder, caddie master) **beautician, physical education instructor, masseur/masseuse** |
| 5. | **Hotel receptionist, porter, physiotherapist** |

The employee will receive pay according to the wage category for the work he or she does most of the time.

If the employee regularly performs work that is less demanding than the one in his or her wage category, this work does not lower the wages.

If the employee performs work that is more demanding than the regular wage category for less than half of the working hours, the employer and the employee must agree on a proportional share that would increase the pay.

**EXAMPLE**

A kitchen assistant works about 30% of the working hours as a cook. The restaurant has the A licence. An agreement must be made on the increase in the assistant's pay-scale wages as follows:

| | |
|---|---|
| Cook's pay-scale wages on 1 September 2014 (0-2 years) | € 1746 |
| Kitchen assistant's pay-scale wages | € 1578 |
| Difference in wages | € 168 |

The kitchen assistant's wages are increased: € 168 x 30% = € 50.40
Wages at least € 1578 + € 50.40 = € 1628.40

# Clause 15 Apprentices, the young and students in schools

## 1. Apprenticeship

An apprentice will receive 80% on year one and 90% on year two of the wages in the wage category of the respective professional worker, with due respect to the experience referred to in Clause 14 of the Collective Agreement. After two years, the apprentice will receive the full pay-scale wages.

In organising the work of a trainee or a student, the objectives of the traineeship as well as occupational H&S considerations must be taken into account.

## 2. Under 18-year-olds

The workers under 18 years of age, with no professional skills or qualification, will receive 80% of the respective pay-scale wages.

## 3. Students of schools

Students of secondary and upper secondary schools can be hired for the maximum of two months. Such students' wages are 70% of the respective pay-scale wages.

# Clause 16 Factors increasing the pay

## 1. Supplement for substitute to the responsible manager in charge of licenced service of alcohol

In an establishment with A or B licence, the substitute to the responsible manager, ordered by the employer will receive:

- at least the hourly wages of the pay-scale wages of a head waiter per each shift for the hours in which the person in question has been ordered to act as the substitute; or
- a fixed separate remuneration, taking the proportionate share of the shifts with the extra responsibility into account.

An additional prerequisite is that the employee in question acts as the responsible manager in charge of the licenced service of alcohol appointed by the employer.

The shifts with extra responsibility should be marked in the roster in advance. If the appointment takes place during the time in which the roster is in force, such shifts are marked in the roster.

**EXAMPLE 1.**

A waiter with an employment lasting over 5 years is paid the subsitute's supplement for shift hours with the extra responsibility as follows:

| | | |
|---|---|---|
| Head waiter 1 September 2014 | over 5 years | € 13.36 |
| Waiter 1 September 2014 | over 5 years | - € 11.57 |
| The supplement payable to thee subsitute in this example | | € 1.79 |

**EXAMPLE 2.**

It is estimated that the shifts with extra responsibility account for 30% of the shifts, and thus the supplement will be paid as follows:

| | | |
|---|---|---|
| Head waiter 1 September 2014 | over 5 years | € 2124 |
| Waiter 1 September 2014 | over 5 years | - € 1840 |
| | | € 284 |
| | | x 30% = € 85.20 |
| | | € 1840.00 |
| | | + € 85.20 |
| Total wages of the waiter, at least | | € 1925.20 |

## 2. Supplement for evening and night work

The evening supplement is paid for work between 18.00 and 24.00 in accordance with the attached pay scales.

The night supplement will be paid for work between 24.00 and 06.00 in accordance with the attached pay scales.

## 3. Supplement for the grocery store at a motorway traffic station

If a motorway traffic station has a grocery store with at least 2000 articles, the work between 18 and 06 will entitle the employee to receive the grocery store supplement in accordance with the attached pay scales. If the surface of the grocery store exceeds 400 $m^2$, the supplements in force at each given time in the Collective Agreement for the commercial sector will be paid under the above requirements, also following the Sunday work provisions of that Agreement. The evening and night supplement referred to in Subclause 2 is not payable for the hours with the above supplement.

The time compensation system (the 105-hour system) comparable to the three-shift work in the Collective Agreement is not applied to the motorway traffic station work covered by this supplement if

- the employment starts after 1 May 2010; or
- the working hour regime changes after 1 May 2010.

# Clause 17 Work on Sundays, public and Church holidays and holiday eves

1. For work on Sundays, public and Church holidays, the employee receives the basic wages, evening and night supplements as well as the supplement payable to the substitute to the responsible manager in charge of licenced service of alcohol, with a 100% increase

- on Sundays;
- on other religious public holidays;
- on May Day
- on Independence Day (6 December)

2. For work on holiday eves after 15.00, the employee receives the basic wages, as well as the evening supplement and the supplement payable to the substitute to the responsible manager in charge of licenced service of alcohol with a 50% increase

- on New Year's Eve
- Easter Saturday
- 31 of April (May Day eve)
- Midsummer's Eve
- Christmas Eve (24 December)

The supplement of public holiday eve is not paid if the eve coincides with a Sunday.

## Clause 18 Additional and overtime work

### 1. Additional work

Additional work refers to work performed within a three-week period up to 120 hours in excess of the working hours marked in the roster in line with the employment contract.

Additional work is subject to the employee's consent.

The remuneration for additional work hours is the basic hourly wages.

### 2. Overtime

Overtime refers to work in excess of 120 during a three-week period.

Overtime work is subject to the employee's consent.

The overtime supplement paid for the first 18 hours in excess of 120 hours is 50% higher than the normal hourly wages and thereafter 100% higher.

In calculating the additional and overtime work supplements, the working hours of the period do not include the working hours done on V or X days or JP days off, compensated separately in line with Clause 19 of the Collective Agreement.

### 3. Additional and overtime work in a partial three-week period

The time entitling the employee to receive additional and overtime work supplement for a non-full three-week period, not complete because of a short duration of the employment, sickness or other similar reasons known before the drawing up of the roster, is calculated as follows:

**A. for additional work:**

- the hours in excess of 7.4 in a working day in terms of average working hours:
- for hours in excess of 7.4 hours up to 8 hours: basic hourly wages

**B. for overtime work:**

- the hours in excess of 8 in a working day in terms of average working hours:
- for the first two hours in excess of 8 hours: pay with a 50% increase
- for the following hours: pay with a 100% increase.

If the three-week period is not complete because of a reason not known before the roster was drawn up, no overtime is paid, on the condition that the number of working hours in a three-week period, if materialised, would have corresponded to the regular maximum working hours under the Collective Agreement, at the highest.

**EXAMPLE**

| M | Tu | W | Th | Fr | Sa | Su | M | Tu | W | Th | Fr | Sa | Su | M | Tu | W | Th | Fr | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8 | 9 | 8 | 9 | 9 | V | 7 | 8.5 | 9 | 9 | 9 | X | X | V | 9 | 4 | V | 4 | 4 | X | 4.5 |

3 weeks = 111 hours

Employment ended
94.5 hrs
Days of work 11

94.5 hrs: 11 days of work = 8.59 hrs/days of work
Additional work, share up to 8 hours: 8 hrs – 7.4 hrs = additional work 0.6 hours on average x 11 days of work = 6.6 hrs
Overtime for time in excess of 8 hours: 8.59 hrs – 8 hrs = overtime 0.59 h on average x 11 days of work = 6.49 hrs

Remuneration: 6.6 hrs with normal hourly wages
6.49 hrs with pay increased by 50%

However, the calculation rule of the non-complete period is not applied to the non-complete working hours period resulting from the annual holidays but instead, the provisions in the Collective Agreement Clause 27:8 are followed.

## Clause 19 Work performed on a day off

Work on a V or X day or a JP day off is subject to an agreement between the employee and the employer.

The pay for the work on a V day is the basic pay with a 100% increase.

The pay for the work on an X day or a JP day off is the basic pay with a 50% increase.

The eventual supplement for the substitute to the responsible manager in charge of licenced service of alcohol is compensated with a similar increase.

Moreover, the Sunday supplement is paid if the work is performed on:

- Sunday;
- other religious public holiday;
- May Day (1 May)
- on Independence Day (6 December)

The hours done on V, X or JP days off are not taken into consideration in the calculation of total hours.

The additional day off (X) not received due a non-complete three-week period is compensated with an increase of the pay for one working day by 50%. If the length of the working day varies, the remuneration is calculated on the basis of the average working hours.

## Clause 20 Conversion of increased pay to days off

It is possible for the employer and employee to agree that the pay for additional work or overtime or work on V, X or JP days off can be taken as the corresponding days off, either in part or in full, during the employee's regular working hours.

The length of the time off corresponding to overtime is calculated according to the above provisions on increased pay.

The days off must be given within six months from the additional or overtime work, unless otherwise agreed.

Efforts must be made to agree of the time of the days off. If no agreement is reached, the employer will determine the time of the days off unless the employee requires compensation in money.

**EXAMPLE**

On an X day, the employee worked for 6 hrs. Since the pay for work on an X day is the normal pay with an increase of 50%, the compensation in terms of time of is 9 hours.

## Clause 21 Payment of wages

### 1. Payment of wages

The employee's wages must be paid to a banking institution indicated by the employee. The employer will pay the costs incurred for the payment of wages.

The wages will be paid twice a month retroactively so that the basic wages and supplements earned between the 1st and 15th days as well as the additional and overtime work supplements earned during the three-week period ending in this period are paid no later than the 25th day of the same month and the basic wages and supplements earned between the 16th and 31st days as well as the additional and overtime work supplements earned during the three-week period ending in this period are paid no later than the 10th day of the following month.
For an employee with a monthly salary, the above 'basic wages' refer to half of the monthly wages.

The wages can be paid once a month in accordance with

- an established practice followed by the company
- the general payment of wages practice in a multisectoral company; or
- an agreement made under Clause 30 of the Collective Agreement.

The wages will be paid retroactively so that the basic wages and supplements earned for the calendar month as well as the additional and overtime work supplements earned during the three-week periods ending in the calendar month are paid no later than the 10th day of the following month.

The employee must have access to the wages on the maturity date. If the wages are to be paid on a Sunday or a public holiday, Independence Day or May Day, Christmas or Midsummer's Eve or a normal Saturday, the maturity date is the preceding day.

## 2. Wages for a partial month

If payment of wages starts, is interrupted or ends in the middle of a payroll period, the wages for a partial month are calculated as follows:
by dividing the monthly wages by 21 to have the daily pay; and
multiplying the daily pay with the number of working days included in the roster for the paid period as well as adjustment days and JP days off.

If an employee with monthly wages works regularly for less than five days a week, the divisor of the monthly wages is determined in the proportion of the number of weekly working days.

**EXAMPLE**

The employee with monthly wages works regularly on three days in a week. The divisor of the monthly wages is determined as follows: 3 / 5 x 21

If the payless absence is no longer than three days,
the hours of absence are deducted.

## 3. Payment of wages at the end of employment

The wages must be paid no later than the day following the end of employment. If this is not possible due to payroll administration reasons, the wages must be paid no later than the 10th calendar day after the end of employment.

## 4. Withdrawals from wages

The wages or remunerations paid in excess can be deducted from the wages and the withdrawals under the Law or the present Collective Agreement can be made.

## 5. Payroll specification

The employer must itemise the wage determination criteria in the pay slip. The specification must indicate the basic wages, supplements and remunerations, the respective periods and the amount of the union fees withdrawn.

# 5. ABSENCES

## Clause 22 Falling ill

### 1. Conditions for payment of wages

The employer will pay wages for the period of sickness if:

- the employee's employment has lasted at least for a month; and
- the employee is prevented from working due to sickness or accident; and
- the employee has not caused the incapacity for work intentionally or through gross negligence; or
- if quarantine under the Act on Infectious Deceases has been imposed on the employee.

### 2. Information obligation and certificate for incapacity for work

The employee is obliged, personally and without delay, to provide the employer or their representative with information on the sickness. The personal information must be provided according to the instructions given by the employer. If the employee fails to give the immediate information on purpose or through negligence, the obligation to pay the wages only starts from the moment on which the information was given.

A medical certificate or other attestation on the incapacity for work, acceptable to the employer must be given upon request. If the employer appoints the doctor to be consulted, the employer pays the costs for the medical certificate.

For a case of sickness lasting for the maximum of three calendar days, the attestation can also be in the form of a certificate by the occupational healthcare nurse, public healthcare nurse or nurse, provided that

- the illness in question is of epidemic nature (such as the flu or stomach flu); and
- the employer has not organised occupational healthcare with medical service; and
- despite requests, the employer has not obtained an appointment with a doctor employed in public healthcare due to the emergency classification or other compelling reason.

If the illness continues or repeats itself within 30 days from the end of the previous period of incapacity for work, the medical certificate must be presented at request.

If required by the employer, the employee must have other medical check-ups with the employer's own doctor or one indicated by the employer, and the employer will pay for the medical certificate expenses.

The employee on sick leave must follow the instructions for treatment obtained, taking care that his or her own actions do not delay the restoration of the capacity for work.

## 3. Pay period during sick leave

During sick leave, the wages will be paid, depending on the duration of the preceding employment, as follows:

| Duration of the employment at the moment of falling ill | Length of the period with pay |
|---|---|
| Less than 1 months | - |
| 1 month – 2 months | Waiting period under the Health Insurance Act, i.e., the day of falling ill and 9 subsequent weekdays |
| over 2 months | 28 calendar days |
| over 3 years | 35 calendar days |
| over 5 years | 42 calendar days |

## 4. Amount of sick pay

### 1. Employees with monthly wages

An employee on monthly wages will receive the basic monthly wages during the paid sick leave.

If the payment of the wages during illness is interrupted or fully terminated, the wages for the partial month are calculated in accordance with Clause 21:2 of the Collective Agreement.

### 2. Employees with hourly wages

An employee with hourly wages will receive the basic hourly wages for the hours of work marked in the roster.

If no roster has been drawn up for the period of sick leave, the wages will be based on the average working hours materialised during the three full three-week periods preceding the illness, however, for the maximum of 7.4 hours per working days.

## 5. Payment of the wages during sick leave

The employer pays the wages for the period of sick leave directly to the employee and applies for the reimbursement of the employee's per diem, after having obtained the necessary information and authorisation from the employee.

If the per diem under the Health Insurance Act is not paid out due to a reason attributable to the employee, or it is paid to an extent smaller than normal, the employer's obligation to pay the wages is reduced by the non-paid amount.

The sick pay will be reduced by the health insurance reimbursement (per diem or similar) obtained by the employee for the same incapacity for work and same period of time and paid:

- by a sickness fund receiving the employer's contribution;

- on the basis of the Accident Insurance Act, Employee Pensions Act or the Statutory Motor Vehicle Insurance or
- another insurance policy paid for by the employer in full or in part.

Under the Law, the per diem for sickness is not paid to those over 68 or under 16 years of age. The persons in those age groups will receive the full pay for the period of sick leave if the other requirements of pay are met.

## 6. Recurrent sickness

If the employee falls ill with the same sickness within 30 days from the end of the previous incapacity period, the pay for the sick leave is paid as follows:
the absences are added together and the wages are paid as if it were just one period of illness
however, the wages are paid for the days of work, adjustment and JP days off under the roster, coinciding with the waiting period under the Health Insurance Act (depending on the case, either the day of falling ill or 1 + 9 weekdays).

**EXAMPLE**

The employee with monthly wages has been ill from 3 to 18 October, i.e. for 16 days. The same illness recurs on 31 October, continuing until 17 November. The employee's sickness pay period is 28 days. On 24 November the employee falls ill again with the same sickness, and is sick until 27 November.

| 31 Oct | | | | | | | 11 Nov | | | | | | | 17 Nov | | | | | | | 24 Nov | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| M | Tu | W | Th | Fr | Sa | Su | M | Tu | W | Th | Fr | Sa | Su | M | Tu | W | Th | Fr | Sa | Su | M | Tu | W | Th | Fr | Sa | Su |
| T | T | T | T | T | V | X | X | T | T | T | T | V | T | V | X | T | T | T | T | T | V | T | T | T | T | T | X |
| Same illness recurred | | | | | | | | | | | | | | | | | | | | | | | | Same illness recurred | | | |

| | |
|---|---|
| Pay period during sickness | 28 days |
| Previous sickness period | - 16 days |
| Sick pay is paid for the recurring sickness period | for 12 days = 31 October to 11 November |

The Social Insurance Institution Kela pays the per diem for the period from 12 November to 17 November directly to the employee.

During the recurring sickness period from 24 to 27 November, the employer's payment period has fully expired but the employee is still paid for the recurring day 24 November since the waiting period under the Health Insurance Act is one day in this case.

If the previous incapacity period has lasted for a shorter period than the waiting period under the Health Insurance Act, or the employee has not received the per diem for another reason, the waiting period under the Health Insurance Act is, also in the case of recurring sickness, 1 + 9 weekdays, and the employer will pay the wages for that period.

# Clause 23 Medical check-ups and examinations

## 1. Medical check-ups and examinations

The employer will pay for the loss of earnings in the following cases, provided that the appointments for check-ups and examinations could not be made outside the working hours and the arrangements have been made with the effort to avoid unnecessary loss of working hours:

- the medical examination indispensable to diagnose a sickness and the related laboratory and X-ray examinations prescribed by the doctor
- the check-ups required to receive the maternity benefit and the medical examinations preceding childbirth
- the breast cancer and cervical cancer screenings as per the Government decree 1339/2006
- for the procedure made necessary by sudden dental disease if it has caused incapacity to work, to be treated with the same day or shift. Incapacity for work and emergency treatment are shown by a certificate issued by the dentist.

## 2. Statutory check-ups

The loss of income is also reimbursed if the employee has the following statutory check-ups and examinations:

- the check-ups included in the adopted healthcare action plan for occupational healthcare as per the Government decision on statutory occupational healthcare;
- examinations related to the Young Workers' Act or Radiation Act;
- examinations required by legislation, resulting from the employee transferring to new tasks within the company.

The employer will pay the employee's direct travelling expenses related to these examinations or follow-up check-ups, as well as the per diem if they are performed in another locality.

# Clause 24 Temporary absences

## 1. Sudden illness in the family

**1.1.**

If the employee's child under 10 years of age, or another child permanently living in the same household, falls ill, the employee is paid the wages for a period of 1-3 calendar days in line with the sick pay provisions if

- the short absence is indispensable to organise for the care of the child or childcare in general; and
- the employee has immediately informed the employer about the absence, and if possible, its duration; and
- the clarification under Clause 22 of the Collective Agreement has been given.

The child's parent not living in the same household has the same right.

However, the wages are paid to the parent other than the one living alone with the child on the conditions that

- the other person permanently living with the child has no possibility to organise the care or take care of the child due to work and working hours, military service, women's voluntary military service or non-military service, obligatory military refresher course or obligatory further service; and
- a clarification is given, if requested, on why the other adult is prevented from taking care of the child.

**1.2.**
The employee has the right to be temporarily absent from work without pay if their immediate presence is imperative due to an unpredictable and compelling reason resulting from a sickness or accident in the family.

## 2. Employee's wedding and anniversaries

The employee's wedding or day in which the civil partnership is registered is a paid day off if the ceremony takes place on a working day.

The employee's 50th and 60th birthday is a paid day off if the employment has continued for at least a year and the birthday coincides with a working day.

## 3. Death and funerals of immediate family members

Efforts are made to provide the employee with a short absence of 1-3 days with pay due to the death and funeral of an immediate family member.

'Short absence' refers to the time required by the death-related and funeral arrangements, as well as the funeral itself. Immediate family includes the married or civil law spouse, parents, grandparents and parents-in-law, child, sister or brother.

If the absence is longer than one day, a clarification for the need of time must be provided in advance, if requested.

## 4. Conscription and military refresher courses

The employee can participate, without decrease in the income, in the military conscription and related medical examination. The provisions under Clause 23 of the Collective Agreement apply to the medical examination.

For the days of the course, the employee will be paid the difference between the wages and the fee paid for the obligatory refresher course participants.

## 5. Political activities

The employee will be paid the difference between the wages and the remuneration for the loss of income for the participation, during working hours, in the work of the:

- local council;
- local government; or
- electoral committees or boards for national or municipal elections.

The difference is paid out after the employee provides an account of the compensation for loss of income.

### 6. Meetings of the administrative bodies of Service Union United (PAM)

The members of the PAM sectorial commissions, committees, executive and representative body will be organised the possibility to participate in the meetings of the said bodies as well as in the Union assembly unless there is a weighty reason related to work arrangements preventing such participation. The employee must inform the employer about the participation, whenever possible, before the roster coinciding with the meeting in question is drawn up, or as soon as possible, providing an appropriate account of the time required for the participation.

### 7. Seriously ill child

If the child is seriously ill, the employee is entitled to have unpaid time off as agreed (Government decision 93/1987).

### 8. Agreement on absences and annual holiday benefits

The employee must agree with the employer on the absences as per Subclauses 2-7 of the present Clause.

The absences under Subclauses 1-6 do not impact the annual holiday benefit.

## Clause 25 Family leaves

### 1. Statutory rights

The employee's right to special maternity, maternity, paternity and parental leave and child-care leave is determined in line with the Employment Contracts Act and Health Insurance Act valid at each given moment.

At the time of signature of the present Collective Agreement, the provisions are as follows:

### 2. Special maternity leave

As a rule, the right to special maternity leave arises when the work-related tasks or working conditions of a pregnant employee jeopardise her own or the unborn baby's health and no other work can be arranged for the employee who needs to be absent from work for this reason.

### 3. Maternity leave

The length of the maternity leave is 105 weekdays, with 50-30 weekdays taken before the expected childbirth. The employer must be informed about the maternity leave no later than 2 months before the leave starts.

### 4. Paternity leave

The length of the paternity leave is 54 weekdays, however, so that during the maternity or parental leave period the father can take the maximum of 18 weekdays of the leave divided in 1-4 sections. The paternity leave taken outside the maternity and parental leave period can be divided into maximum two sections.

The employer must be informed about the paternity leave no later than 2 months before the leave starts. If the leave does not last longer than 12 weekdays, the period of advance information is one month.

### 5. Parental leave

The length of the parental leave is 158 weekdays, and the employee has the option of taking it in maximum two sections of at least 12 days. The employer must be informed about the parental leave and its length no later than 2 months before the leave starts. If the leave does not last longer than 12 weekdays, the period of advance information is one month.

If it is not possible to adhere to the 2-month advance information period due to the spouse taking up an employment or ensuing childcare arrangements, the employee has the right to take the parental leave in a month from the advance information unless this causes serious inconvenience for the production or service operations at the workplace.

### 6. Childcare leave

The employer must be informed about the childcare leave no later than 2 months before the leave starts. If the leave does not last longer than 12 weekdays, the period of advance information is one month.

### 7. Partial childcare leave

The employee must propose partial childcare leave to the employer no later than two months before the start of the leave.

## Clause 26 Pay during the maternity, adoptive parents' or paternity leave

1. For the three first months, the employee on maternity leave receives the maternity and adoptive parent's wages constituted by the difference between the basic wages for the period and the per diem under the Health Insurance Act payable to the employee, if

- the employment has lasted uninterruptedly for at least 12 months before the start of the maternity leave; and
- the employee will return to work.

2. Under the conditions in this Clause, the employee receives the wages for three months during the adoptive parent's leave when the employee adopts a child of under 7 years of age, as well as for the paternity leave of maximum 6 weekdays.

3. The prerequisite of the payment of wages is that the employee gives a reliable account of the per diem payable to the employee.

4. The wages will be paid to the employee on the company's regular paydays once the maternity leave has started. The wages for the maternity leave are calculated in the same manner as the sick pay.

5. If the maternity leave starts earlier than one year from the return of the employee to work after the family leave or other unpaid leave that has lasted at least 6 months, the employer has no obligation to pay wages during the maternity leave.

6. If the employee who has received wages during the maternity leave does not return to work, the wages paid during the maternity leave period can be claimed back.

7. If the per diem is not paid to the employee due to reasons attributable to that employee or it is smaller than the employee would be entitled to under the Health Insurance Act, the employer's obligation to pay wages is reduced by the per diem or the share thereof, not paid due to the reason attributable to the employee.

# 6. ANNUAL HOLIDAYS

## Clause 27 Annual holidays

### 1. Annual holidays

Annual holiday benefits are determined according to the Annual Holidays Act and the Collective Agreement.

### 2. Earning of holidays

The employee earns the following number of holiday days for each full holiday credit month when the employment has, by the end of the so-called holiday credit year (1 April – 31 March), continued for:

- less than a year 2 weekdays
- more than a year 2.5 weekdays.

When the length of the holidays is being calculated, partial days become full holiday days.

A holiday credit month is calendar month in which:
a. the employee has worked for at least 14 days
b. the employee has worked for at least 35 hours.

The employee earns the holidays either according to option A or B.

The employee earns holidays in line with option A when she or he works according to the employment contract for at least 14 days a month during every calendar month.

## 3. Days equivalent to working days

When holiday credits are being calculated, the days corresponding to working days are also taken into account.

Such days include, for the purposes of annual holiday calculations, the days in which the employee has been on annual holidays as well as the days in which the employee has, according to the working hours system, had days off to adjust the average periodical working hours to match the maximum working hours under the Collective Agreement (adjustment days off).

The employees working on fewer than 14 days per month under their employment contracts but at least 35 hours per month will have only the hours of annual holidays taken into account which the employee would have worked under the contract, had he or she worked and not been on holiday.

When the length of the annual holidays given on the basis of the holiday credit year is being calculated, the working days, in which the employee on employment has been prevented from working for the following reasons, also qualify as days equivalent to working days:

a. refresher military service or extra service or supplementary training under Section 37 of the Civil Service Act;
b. illness or accident, however, not exceeding 75 working days in total during the holiday credit year. If such a reason preventing work continues uninterruptedly after the end of the holiday credit year, the maximum of 75 working days in total per such an illness or accident qualify as equivalent to working days.
c. medical rehabilitation if received upon the prescription of a doctor to restore or maintain the working capacity after an occupational disease or accident, however, no more than the total of 75 working days during one holiday credit year. If such a reason preventing work continues uninterruptedly after the end of the holiday credit year, the maximum of 75 working days in total per such a rehabilitation period qualify as equivalent to working days.
d. medical examination under the Occupational Health and Safety Act or ordered by the employer or performed due to illness or accident;
e. maternity, special maternity, paternity or parental leave under Chapter 4 Section 1, the temporary childcare leave under Section 6 or absence due to compelling family reasons under Section 7 of the Employment Contracts Act;
f. municipal or other official public task, or to presence in court as a witness with no right to refuse under the Law or where refusal would only be permissible due to a particular reason mentioned in the Law;
g. order issued by the authorities to prevent the spreading of a disease;
h. travelling required by the work, unless such travelling days would otherwise not be regarded as the employee's working days;
i. absence due to other reasons if the employer has been obliged, under the Law or the Collective Agreement, to pay the wages of the employee for the day irrespective of the absence (such as JP days off);
j. lay-off, however, to the maximum of 30 working days at a time;
k. periods of shorter working weeks equivalent to lay-offs or other comparable working hour arrangements, however to the maximum of six months at a time. If such a working-time arrangement continues uninterruptedly after the end of the holiday credit year, the calculation of the new 6-months period starts again at the beginning of the new holiday credit year.
l. study leave under the Act on Study Leave (237/79) if the employee has, immediately after the study leave, returned to the work assigned by the employer,

however, to the maximum of 30 working days in a holiday credit year; <0}

m. participation in theoretical training required by a valid apprenticeship agreement;
n. participation in training required for the job with the consent of the employer. However, the employer and the employee can agree that only 30 working days at a time qualify as time equivalent to time at work;
o. participation in the PAM representative assembly, executive board, commissions and committee meetings.

For an employee working fewer than 14 days but at least 35 hours a month, the days equivalent to working days include, in the cases under items b) and c), the maximum of 105 calendar days in a holiday credit year as well as in cases under item j), 42 calendar days at a time and under item l) 42 calendar days in a holiday credit year.

When the time of absence is being calculated, the absence is considered to start on the first day in which the employee was away from work and to end on the day in which the absence reason no longer existed if an advance agreement on the day has been made or order on it has been given, and in other cases the day preceding the day in which the employee returns to work. In this case, the hours that the employee would have worked under the employment contract, had he or she not been absent, qualify as hours equivalent to working hours.

## 4. Transfer of annual holiday benefits

The employee's right to transfer (save) the annual holidays is determined according to Section 27 of the Annual Holidays Act (162/2005).

## 5. Granting annual holidays and marking them in the roster

1. The summer holiday season runs from 2 May to 30 September while the winter holiday season is from 1 October to 30 April.

2. The employer determines the time of the holidays during the holiday season. Before setting the time of the holidays, the employees must be given the opportunity to express their opinion on the holiday times.

With the consent of the employee, the holidays can be granted no later than the beginning of the following holiday season. As far as possible, the annual holidays must be organised in a rotating manner treating all employees equally.

3. As a main rule, the annual holidays must be uninterrupted. With the consent of the employee, the days in excess of 12 weekdays of the summer holidays can be granted in one or several sections. The winter holidays can be divided only with the employee's consent.

4. If possible, the employer must inform the employee about the time of the annual holidays one month earlier, however, no later than two weeks before the holidays or part thereof begins. In case of holidays postponed due to illness, childbirth or accident, the advance notice time is two weeks, and if this is not possible, at least one week. Without the consent of the employee, the employer cannot transfer the holidays once the time has been set and notified.

5. Sundays, Church holidays, Independence Day, Midsummer's Eve, May Day, Christmas Eve or Easter Saturday are not holiday days.

6. The holiday beginning or end must not be marked so that the earned days off or those to be earned overlap with the annual holidays.

7. It is possible to deviate from the rotating or fixed system of days off.

8. Each day regarded as an annual holiday day between Monday and Friday will shorten the periodic working hours in a 111-hour working hours system by 7.4 hours.

Correspondingly, the working hours within a period are shortened by the Church holidays, Independence Day, May Day, Christmas Eve and Midsummer's Eve coinciding with the holiday days between Monday and Friday.

For employees in another working hours system as well as for part-time employees, the impact of the annual holidays as well as the above Church and other public holidays is calculated using the same criteria in the proportion of the employee's working hours system in question.

9. If the holidays cover several three-week periods, the shortening of the working hours will be calculated separately for each three-week period.
10. If the last day of the annual holidays is Saturday, the following Sunday must be a day off. This day off does not reduce the earned days off or those to be earned.

**EXAMPLE**

The last annual holiday day is Saturday, and thus the Sunday following the holidays is a day off.

| M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| VL | VL | VL | VL | VL | VL | | VL | VL | VL | VL | VL | VL | - | V | X | T | T | T | T | T |

## 6. Annual holidays and days off

If the employee has worked for 5 working days in a week (Monday to Friday), the annual holidays must not be marked to start on a Saturday but Saturday and Sunday must be made into V and X days. The first holiday day is Monday.

| M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| T | T | T | T | T | V | X | VL | VL | VL | VL | VL | VL | | VL | VL | VL | VL | VL | VL | |

If the holidays start on the Friday at the latest, no days off have been earned.

| M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| T | T | T | T | VL | VL | | VL | VL | VL | VL | VL | VL | | VL | VL | VL | VL | VL | VL | |

If the employee's last annual holiday day is Monday, the employee will earn two days off for the week in question.

| M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| VL | VL | VL | VL | VL | VL | | VL | VL | VL | VL | VL | VL | | VL | T | T | T | T | V | X |

If the employee's last annual holiday day is Tuesday, the employee will earn one day off for the week in question.

| M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| VL | VL | VL | VL | VL | VL | | VL | VL | VL | VL | VL | VL | | VL | VL | T | T | V | T | T |

If the last annual holiday day is Wednesday or later, no days off will be earned for the week in question.

| M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| VL | VL | VL | VL | VL | VL | | VL | VL | VL | VL | VL | VL | | VL | VL | VL | T | T | T | T |

## 7. Impact of annual holidays on working hours

### EXAMPLE 1.

6 days of annual holidays and regular working hours 111 hrs/3 weeks.

| M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| T | T | T | T | T | V | X | L | L | L | L | L | L | - | T | T | T | T | T | X | V |

There are 5 annual holiday days in total between Monday and Friday in this period, and therefore the working hours in this period are shortened by 5 x 7.4 hours = 37 hours in total. The remaining working hours in the period are (111-37) hours = 74 hours.

### EXAMPLE 2.

12 days of annual holidays and regular working hours 111 hrs/3 weeks.

| M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su | M | Tu | w | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| L | L | L | L | L | L | | L | L | L | L | L | L | - | T | T | V | X | T | T | T |

There are 10 annual holiday days in total between Monday and Friday in this period, and therefore the working hours in this period are shortened by 10 x 7.4 hours = 74 hours in total. The remaining working hours in the period are (111-74) hours = 37 hours.

## EXAMPLE 3. (UNINTERRUPTED HOLIDAYS OVER SEVERAL PERIODS)

18 days of summer holidays coinciding over two periods. Regular working hours 111 hours/3 weeks.

| T | T | T | T | T | V | X | T | T | T | T | T | V | X | L | L | L | L | L | L | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| L | L | L | L | L | L | | L | L | L | L | L | L | - | V | T | T | X | T | T | T |

There are 5 annual holiday days in total between Monday and Friday in the first three-week period, and therefore the working hours in this period are shortened by 5 x 7.4 hours = 37 hours in total. The remaining working hours in the period are (111-37) hours = 74 hours.

There are 10 annual holiday days in total between Monday and Friday in the second three-week period, and therefore the working hours in this period are shortened by 10 x 7.4 hours = 74 hours in total. The remaining working hours in the period are (111-74) hours = 37 hours.

## EXAMPLE 4. (EASTER)

| M | Tu | W | Th | F | Sa | Su | M | Tu | W | Th | F | Sa | Su | M | Tu | W | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| L | L | L | L | - | - | - | - | L | L | T | T | T | T | X | T | T | T | T | T | V |

There are the total of 6 annual holiday days in total between Monday and Friday during this period, and therefore the working hours in this period are shortened by 6 x 7.4 hours = 44.4 hours in total. In addition, this annual holiday period coincides with Good Friday and Easter Monday which shorten the working hours in the period by 2 x 7.4 hours = 14.8 hours in total. The remaining working hours in the period are (111-59.2) hours = 51.8 hours.

## EXAMPLE 5. (ASCENSION DAY)

| M | Tu | W | Th | F | Sa | Su | M | Tu | W | Th | F | Sa | Su | M | Tu | W | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| L | L | L | - | L | L | - | L | T | T | T | T | X | V | T | T | T | T | T | X | V |

There are the total of 5 annual holiday days in total between Monday and Friday during this period, and therefore the working hours in this period are shortened by 5 x 7.4 hours = 37 hours in total. In addition, this annual holiday period coincides with Ascension Day which shortens the working hours in the period by 7.4 hrs. The remaining working hours in the period are (111-44.4) hours = 66.6 hours.

EXAMPLE 6. (MIDSUMMER)

| M | Tu | W | Th | F | Sa | Su | M | Tu | W | Th | F | Sa | Su | M | Tu | W | Th | F | Sa | Su |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| L | L | L | L | - | - | - | L | L | T | T | T | T | V | T | T | T | T | T | X | V |

There are the total of 6 annual holiday days in total between Monday and Friday during this period, and therefore the working hours in this period are shortened by 6 x 7.4 hours = 44.4 hours in total. In addition, this annual holiday period coincides with the Midsummer's Eve which shortens the working hours in the period by 7.4 hrs. The remaining working hours in the period are (111-51.8) hours = 59.2 hours.

## 8. Additional and overtime work during a working hour period including the annual holidays

If the combined shortening impact of the annual holiday period and the materialised working hours during the period exceed 111 hours, the additional and overtime during the period is compensated as follows:

- additional work up to 120 hours
- the following hours with an increase of 100% in the hourly wages.

When the working hours adjustment systems are in use, the hours in excess of the regular maximum working hours in the three-week period in the system are compensated with pay increased by 100%.

## 9. Changing the time of the annual holidays

The annual holidays are postponed at the request of the employee if the employee is incapable for work due to

- sickness;
- accident; or
- childbirth.

The employer is obliged to change the time of the annual holidays under the following conditions:

### 1. Incapacity for work before the start of the annual holidays in full or in part

- the employee informs the employer of the incapacity for work before the annual holidays start; as well as
- the employee asks for the postponing of the annual holidays before they start; and
- the incapacity for has been diagnosed before the beginning of the holidays.

At the request of the employer, the employee is obliged to provide a medical certificate to prove the incapacity for work.

If the employee has had a legal impediment due to which he or she has not been able to provide information on the incapacity for work before the beginning of the

holidays, also asking for the holidays to be postponed, the employer is obliged to consider the information and request made at a later stage. The precondition for the above is that the employee has not delayed the information after the impediment was lifted.

If the employee provides the employer with a medical certificate or other reliable account of the incapacity for work before the holidays start, this is considered to constitute the request for the postponing of the holidays, unless otherwise communicated by the employee. The employer has no obligation to postpone the holidays without such an account or express request, even if the employer were aware of the employee's incapacity for work.

Under the above conditions, the employee is entitled to have the holidays postponed if it is known at the beginning of the holidays that during the holidays he or she must be hospitalised or undergo similar treatments due to the incapacity for work.

This applies to the holidays or partial holidays already scheduled.

### 2. Incapacity for work during the annual holidays

The employee falling ill during the annual holidays has, in line with the Annual Holidays Act, the right to postpone the annual holiday days coinciding with the period of incapacity for work.

Without any undue delay, the employee must ask the employer to postpone the holiday days, and if requested, provide the employer with a medical certificate of the incapacity for work.

After the period of incapacity for work, the annual holidays continue regularly, and the holiday days requested to be postponed will be transferred to a later time.

During the period of illness, the employee is entitled to receive sick pay as per Clause 22 of the Collective Agreement.

### 3. Granting of postponed annual holidays

The postponed summer holidays must be given, whenever possible, by the end of the holiday season and in any case within the end of the calendar year.

If the employer and the employee agree on the time of the postponed holidays, it is also possible to postpone the holidays until the following calendar year. In this case, however, the holidays must be taken before the beginning of the following holiday season.

The postponed winter holidays must be granted no later than the end of the calendar year immediately following the end of the holiday credit year giving the employee the right to the holidays.

If it is not possible to give the holidays within the above timeframe due to continued incapacity for work, the employee will be paid holiday compensation instead of the holidays not taken.

## 10. Holiday pay

### 1. Determining the calculation method

In accordance with the Annual Holidays Act, the holiday pay calculation method is determined on the basis of the payment system applied to the employee at the end of the holiday credit year (31 March).

### 2. Payment of holiday pay

The holiday pay will be paid out before the holidays start.

In alternative, the holiday pay can be paid on the company's regular pay day unless the employee asks for the payment of the holiday pay before the start of the holidays.

### 3. Quantification of holiday pay

#### A. Employees with monthly wages

The daily wages for the holidays of an employee with monthly wages are calculated by dividing the monthly wages in force at the time when the holidays start by 25.The daily wages are multiplied by the number of holiday days earned.

The holiday pay calculated on the basis of the basic monthly wages is adjusted on the following regular payday.

The holiday pay of an employee with monthly wages is augmented by the following factors, calculated on the basis of the sum of evening and night supplements and the supplement for the substitute to the responsible manager in charge of licenced service of alcohol and Sunday work remuneration paid out during the holiday credit year:

| **Paid during the holiday credit year (1 April – 31 March) :**<br>• evening supplement,<br>• night supplement<br>• Sunday work remuneration<br>• supplement for the substitute to the responsible manager in charge of licenced service of alcohol | **Employment continued for less than a year by 31 March** | **Employment continued longer than a year by 31 March** |
|---|---|---|
| | 9% | 11.5% |

## EXAMPLE ON CALCULATION OF HOLIDAY PAY

The monthly wages at the beginning of the holiday € 1700 + the hourly supplements during the holiday credit year 1000 (11.5%).

At the beginning of the 24-day summer holidays, the payment is as follows:

| | |
|---|---|
| Basic wages | € 1700/25 x 24 = € 1632 |
| Share of supplements | 11.5% × € 1000 = € 115 |
| Summer holiday pay | € 1632 + 24/30 x € 115 = € 1723.99 |

At the beginning of the 6-day summer holidays, the payment is as follows:

| | |
|---|---|
| Basic wages | € 1700/25 x 6 = € 408 |
| Share of supplements | € 115 |
| Winter holiday pay | € 408 + 6/30 x € 115 = € 430.99 |

**B. Employees with hourly wages**

Calculated on the earnings in the holiday credit year (1 April – 31 March):

- 9% if the employment has continued for less than a year before the end of the holiday credit year
- 11.5% if the employment has continued for longer than a year before the end of the holiday credit year

The holiday pay is a percentage of the earnings for the holiday credit year, constituted by:

a. the wages paid for the working days (excluding the supplements for overtime and emergency work) as well as
b. the following calculatory pay elements calculated for the absences that accumulate the annual holidays:
   - due to sickness, addition to the sick pay, for maximum 75 working days in total
   - due to medical rehabilitation if received upon the prescription of a doctor to restore or maintain the working capacity after an occupational disease or accident, for no more than the total of 75 working days;
   - for the period in which work has been prevented due to an order by the authorities to prevent the spreading of the disease;
   - for periods of maternity, special maternity, paternity or parental leave, absences due to temporary childcare and compelling family reasons;
   - for lay-off periods, for the maximum of 30 working days per each period of lay-off; and
   - for the period of temporary absence and medical examination as per the Collective Agreement.

For the employees working for fewer than 14 days but at least 35 hours per month, the calculatory pay is augmented, in addition to the sick pay already paid for the period of sickness or rehabilitation by the maximum total of 105 calendar days in one holiday credit year, and for the maximum of 42 calendar days at the time for lay-off periods.

The calculatory wages are determined on the basis of the hourly wages at the beginning of the absence and the agreed average number of hours per three-week periods, or in the lack thereof, on the basis of the materialised working hours during the three full three-week periods preceding the absence. Any pay raises taking place during the absence are also taken into account.

**EXAMPLE**

Part-time employee with the hourly wages of € 12 and average minimum of 90 working hours /3 weeks.

Holiday right 2.5 days x 12 months

During the holiday credit year, the wages for the work, with working hour supplements, are € 19,000.
Sick pay has been paid for 4 weeks, totalling € 1440, and there are also 7 sick days without pay.

Earnings during the holiday credit year:
€ 19 000
€ 1440
€ 504 (calculatory wages of the 7 unpaid sick days)
€ 20944

Holiday pay € 20944 x 11.5 % = € 2408.56

## 11. Annual holiday compensation

### a. annual holiday compensation when employment continues

An employee who, based on the employment contract, works on such few days or for such short hours during the holiday credit year that no full holiday credit months are accumulated, has the right to receive the holiday compensation corresponding to the holiday pay.

If the employee has no right to have annual holidays, he or she has the right to receive the holiday compensation no later than 30 September.

When the employee leaves for the military service, voluntary military service or civil service, he or she will be paid the holiday compensation corresponding to the earned holidays.

### b. holiday compensation at the end of employment

At the end of employment, the employee has the right to receive the annual holiday compensation instead of the annual holiday pay.

If during the months in which the employment started and ended, the employee has worked for at least 14 days or 35 hours in total and has not received any holiday or holiday compensation for such periods, they will be added together to make one full holiday credit month.

The employee who has not accumulated any annual holiday right based on either of the rules to earn annual holidays will be paid holiday compensation amounting to 9% of the total earnings during the employment (with the exception of overtime or emergency work remuneration). When the employment has continued at least one year, the compensation is 11.5% calculated as from the beginning of the ongoing holiday credit year.

### 12. Keeping records of annual holidays

The employer must keep annual holiday records including the following information:

- annual holiday times and lengths
- the criteria for calculating the holiday lengths for each employee, such as the number of holiday credit months, duration of employment etc.
- specification of annual holiday pays, indicating the basic monthly wages and the supplements paid, and for employees with hourly wages, also eventual overtime and remuneration for eventual meal benefit, and the amount of the final annual holiday pay or holiday compensation.

## Clause 28 Holiday bonus

### 1. Conditions for payment

The employee is entitled to receive the holiday bonus:

- when the employee starts the holidays as notified and agreed; and
- returns to work immediately after the end of the holidays; as well as
- transferring from holiday pay and holiday bonus to old age, disability, individual early or early old-age pension.

Absence associated with the following is compared to the return to work:

- reason mentioned in Section 7 of the Annual Holidays Act;
- Employer's consent;
- special maternity, maternity, paternity and parental leave;
- force majeure (broken means of public transportation);
- annual holidays of other employees at the workplace;
- military refresher course or extra service;
- illness or accident;
- confidential municipal task, not to be refused under the Law;
- order issued by the authorities to prevent the spreading of a disease;
- other reasons if the employer has been obliged, under the Law or the Collective Agreement, to pay the wages of the employee for the day irrespective of the absence;
- lay-off;
- participation in theoretical training required by a valid apprenticeship agreement;
- participation in line with a training agreement.

It is sufficient that one of the above reasons was valid on the day which would have been the day of return from the holidays.

The employee on study leave, job alternation leave or childcare leave at the moment of the end of the holidays will be paid the holiday bonus at the return to work in accordance with the statutory advance notification or later change to it, made under the reasons listed in the Law, or based on an agreement with the employer.

The employees returning from military service, voluntary military service or civil service will be paid the holiday bonus on the annual holiday pay and/or holiday compensation paid before the beginning of the service in question.

If the employment contract of an employee dismissed for a reason other than one attributable to the employee, ends during the annual holiday and the employee cannot therefore return from the annual holidays to work, the employee has the right to receive the holiday bonus for the annual holidays taken or agreed to be taken.

## 2. Holiday bonus sum

The holiday bonus is 50% of the holiday pay calculated in accordance with the Collective Agreement.

The holiday pay is calculated on the basis of the holiday pay, taking eventual fringe benefits paid in money, such as meal benefit, into account. Other fringe benefits received during the holidays are not taken into account.

When the employee receives the holiday pay in percentage terms, he or she will have the right to receive the holiday bonus only for the share accounted for by the holiday days of the annual holiday pay.

**EXAMPLE**

The employee has a 35-hour contract, with the employment started on 5 April of the previous year. In two months, the working hours were less than 35. Therefore, the employee is entitled to have 10 x 2 = 20 days of holidays. The wages paid for the holiday credit year are 6000 euro. The holiday pay is 9 % of 6000 euro = 540 euro.

Holiday bonus:
50% x €540 x 20 (number of holiday days)/24 (maximum number of holidays) = € 225.

## 3. Time of payment

The holiday bonus is paid on the payday following the end of the holidays.

If it becomes difficult to divide the holiday bonus in connection with holidays taken in sections, the holiday bonus can be paid as a one-off item after the principal part of the holidays. If the payment conditions are not fully met, the holiday bonus paid in excess is deducted from the employee's pay receivable.
Under Clause 30 of the Collective Agreement, it is possible to agree at the workplace level to pay the holiday bonus at a different time, or to exchange the holiday bonus to paid days off.

Unless otherwise agreed, the time off in exchange of the holiday bonus is given as full days off (the impact shortening the working hours in a 111 hours/3 weeks working hours scheme is 7.4 hours/day). One calendar week can include no more than 5 days off in exchange of the holiday bonus. The day off in exchange of the holiday bonus is comparable to a working day in the calculation for X and V days.

**EXAMPLE**

The employee's holiday bonus is 720 euro and hourly wages 12 euro. In line with Clause 30 of the Collective Agreement, the employee and employer have agreed that the entire holiday pay is exchanged to time off. The employee receives 50 hours of paid time off.

# 7. TRAVELLING

## Clause 29 Travel expenses

### 1. Travel expenses

If the employee needs to travel at the employer's orders, the travel expenses will be reimbursed alternatively:

- according to the company's travel policy; or in the lack thereof
- in line with the decision by the National Board of Taxes.

### 2. Company travel policy

In the company travel policy, the payment criteria and the sums of the per diems and other reimbursements for travel expenses are determined in accordance with the guidelines issued by the National Board of Taxes, valid at each given time.

In the following cases, the company travel policy can deviate from the guidelines of the National Board of Taxes:

1. The employee travels within a company that is geographically limited but operates within several municipalities.

   In other companies, the per diem is paid when the business travel is done outside the company's regular locality of business, its close vicinity or the employee's regular workplace locality.

2. When the employee participates in the company's or Group's internal training and the employer pays for the meals and other expenses.

   However, the employee travelling from another locality or outside the company's sphere of operations to participate in training, the per diem is paid for the time spent on travelling.

# 8. AGREEMENTS AT WORKPLACE LEVEL

## Clause 30 Agreements at workplace level

The following provisions apply to the agreements made at the workplace level, unless the employer federation and PAM otherwise agree:

1. The contractual parties can be, on the one hand, the employer or the employer's representative, and on the other hand, the employee, employers or the shop stewards, unless the relevant provision in the Collective Agreement otherwise prescribes.
2. The agreement must be made in writing.
3. The agreement can be made until further notice or for a determined period of time.

An agreement made for an undetermined time can be terminated with three months' notice. An agreement for a determined time (fixed period) that has been in force for over 9 months can be terminated in the same manner as one made for an undetermined period. After the expiry of such an agreement, which, as such, has the same impacts as a Collective Agreement, the provisions of the Collective Agreement covering the sector will be followed.

If the agreed arrangement covers a particular period of time, it will continue in every case until the end of the period in question.

The following Clauses of the Collective Agreement provide for the possibility of agreement at the workplace level:

- Clause 7 Length of the period for the calculation of average minimum working hours
- Clause 8 Days off during the weekend
- Clause 9 Roster
- Clause 11 Calculation of the compensation for the JP day off
- Clause 11 Working hours at a staff restaurant
- Clause 12.2 Working hours adjustment system
- Clause 12.3 Annual working hours system (so-called working-time bank)
- Clause 21 Payment of wages
- Clause 28 Holiday bonus

# 9. MISCELLANEOUS PROVISIONS

## Clause 31 Withdrawal of Union membership fees

Subject to the employee's authorisation, the employer can withdraw the PAM union fees from the wages on payday, issuing a certificate on the withdrawn sum at the end of the year for tax return purposes.

1. The withdrawal period is the same as the wage payment period.
2. The union fee is withdrawn on the basis of the employee's total income.
3. The employer will transmit the withdrawn union fee to the banking account indicated by the union per each withdrawal period. The employer informs the employee about the withdrawn union fees in the pay slip.

4. The transfer of the withdrawn union fees to the union must take place immediately after the withdrawal, without any undue delay.
5. At the end of employment, the employee and the employer's representative must fill out the notification on expiry of union fees, sending a copy of this contract to the employer and the union.

At least once every quarter of the year, the employer draws up a withdrawal account per each employee, showing the employee's name and personal ID n., code of the union branch, period of withdrawal of the union fees as well as the amount of the fees withdrawn and transferred to the union.

## Clause 32 Workplace meetings

The associations affiliated with PAM and the branches or similar at the workplaces may hold meetings related to employment issues outside the working hours on the following conditions:

- an agreement on the meeting at the workplace or at another place as per this Clause is made with the employer three days in advance if possible;
- the employer assigns an appropriate meeting place controlled by the employer;
- the organiser is in charge of order and the tidiness of the meeting premises.

The organisers have the right to invite representatives of the union and associations affiliated to the union that is a party to the Collective Agreement, as well as representatives of the central labour market parties, to participate in the meeting.

## Clause 33 a Prevention of violence

### 1. Danger assessment

The danger assessment for which the employer is responsible as per the Occupational Safety Act must also include the assessment of threat of violence targeted at the workplace.

In particular, the assessment must focus on

- work alone, especially in the evenings and nights;
- acts of violence towards the workplace and in the vicinity of the workplace;
- handling or money or valuables.

If the assessment results in an analysis whereby there is evident threat of violence, the employer must organise the work and the respective conditions that the threat can be prevented or diminished.

### 2. Prevention and debriefing

The threat of violence must be prevented through at least the following measures:

- by drawing up MOs in view of violence situations;
- by providing the employees with sufficient instructions or training so that they can use the available safety and alarm systems;
- by designing the workstations so that they are structurally safe;

- by considering the threat of violence in manning and in the planning of shifts and working hours;
- by ensuring contact to the police or guards, for example, through the phone.

The employer must provide the employees facing a violent situation or threat of violence with debriefing, for example, through the occupational healthcare services.

## Clause 33 b Promoting work-related wellbeing

Work-related wellbeing refers to conditions where the work is sensible and smooth in a safe working environment and working community that promotes people's health and career. Research shows that promoting work-related wellbeing may also increase productivity. The entire working community contributes to work-related wellbeing.

Regular performance appraisals constitute an integral element of the actions to promote work-related wellbeing. The performance appraisal meetings focus on the employee's career and coping at work from the physical and mental load perspective, taking the employee's individual characteristics into account. At the same time, it is possible to look at the eventual impacts the employee's growing age may have on working capacity and tasks.

It is recommended that the company collaborates with the employees to draw up a company-specific work-related wellbeing programme or the measures to promote such wellbeing. These measures can also be focused in the performance appraisal meetings.

The measures can focus on the following, for example:

- ensuring good command and competence at work;
- importance of management and supervisor work for the creation of a good work climate and maintained working capacity;
- importance of working hour arrangements and shift plans for coping;
- decrease of night and shift work load;
- potentials offered by voluntary part-time work, alternation leave and part-time retirement;
- possibilities to adapt the work, make it easier and to adapt rotation;
- occupational healthcare services;
- improving the physical work environment and ergonomics;
- role played by healthy life habits for wellbeing.

More detailed instructions for drawing up a work-related wellbeing programme are available at the sites of the Collective Agreement parties: (www.mara.fi and www.pam.fi)

## Clause 34 Workplace visits

Service Union United PAM officials may, upon an agreement with the management, visit the workplace together with an employer representative and a shop steward who represents the employees, familiarising themselves with the conditions at the workplaces covered by the present Collective Agreement.

Disputes eventually existing at the workplace can be negotiated during the workplace visit only if the representative of the employer organisation in question participates in the negotiations.

## Clause 35 Group life insurance

The employer takes out a group life insurance to cover the employees in the manner agreed upon between the central organisations.

## Clause 36 Staff meals

The value of the meal provided at the workplace is determined according to the taxable value of fringe benefits adopted by the Tax authorities.

The monetary value will be withdrawn from the employee's net wages unless otherwise agreed locally.

The value of the meals will be withdrawn as follows:

- the value is withdrawn per each wage payment period from the employee's total wages, with taxes deducted; or
- the employee pays for the corresponding sum in cash; or
- the employer sells meal vouchers to the employee at a price corresponding to such value.

Meal times must be organised as per Clause 7 of the present Collective Agreement.

The meal must be well prepared, varied and nutritive.

## Clause 37 Work clothing

The working clothes must be neat and appropriate. The employer will make available to the employee, to be used at work:

- work clothing required by legislation or guidelines issued by the authorities;
- uniforms if the employer has particular demands as to the colour, design or uniformity of the work clothing.

# 10. PROVISIONS RELATED TO DOORMEN, BOUNCERS AND PORTERS RECEIVING TIPS

The doormen, bouncers and porters are covered by the provisions of this Collective Agreement, with the following exceptions.
The earnings of the employees receiving service charges (tips) only are made up by the tips paid by the customers. However, the employer pays the sick pay, annual holiday pay, holiday bonus, compensation for JP days off as well as the compensation for temporary absences as per Clauses 23 and 24 of the Collective Agreement.

# Clause 38 Doormen and bouncers

## 1. Service charge

### 1. Voluntary service charges, i.e. the so-called tips

'Voluntary service charge' refers to the tip given by the customer to the employee on a voluntary basis. It is customary to give the tip in cash. If, however, the service charge is paid with a credit card or against invoice, the employer must forward the service charge paid by the customer to the employee, without deducting any part of the sum.

The employer is obliged to pay the statutory employer social security payments calculated on the service charge amount. The employer and the employee will agree on the way in which the social security payments that the employee is responsible for should be paid.

The earnings constituting the basis for the social security payments can be calculated on the basis of a monthly account given by the employee to the employer. The sum communicated by the employee to the taxman as his service charge earnings can be deemed to constitute a reliable basis, as is the legally valid decision by the tax board. The earnings estimate cannot be less than this, except if there have been clear and evident changes in the customer numbers.

### 2. Pre-priced service charges

'Pre-priced service charges' refer to those charged from the customer for the cloakroom services, with the sum indicated in advance. The sum of the service charge must be notified to the customer in a visible manner at the entrance to the establishment.

The parties recommend that the service charge sum is agreed upon at the workplace. As a main rule, the service charge is paid by the customer in advance, the nature of the workplace permitting.

The employer and the doorman discuss annually whether there is a need to revise the service charge amount.

The pre-priced service charges are forwarded to the employer. The employer pays to the employee service charge wages constituted by the sum of the service charges, VAT excluded, less the tax withdrawal and other sums withdrawn from the wages.

The employer is obliged to pay the statutory employer payments, such as pension, social security and similar payments, calculated on the basis of the service charge wages.

The employer and the doorman agree on the service charge payable to the doorman for specially ordered events. The employer must inform the doorman separately about the practical arrangements of such events. 'Specially ordered event' refers to an advance booking where the ordering client will pay the service charge for the guests as per an agreement on the booking.

### 3. Doormen with fixed wages

If the service charge for the cloakroom services is held by the employer, the employer pays the doorman at least the wages as per the respective pay scale.

In case of a free-standing cloakroom, the employer pays the doorman at least the pay-scale wages.

### 4. Rental for entrance area

The doorman need not pay any rental for the entrance area or any similar charges.

## 2. Telephone

If the doorman can avail of a pay phone intended for customer use, he has the right to charge the expenses for the calls made for customer service purposes from the customer in question.

## 3. Bouncer card

If the employer and the doorman agree on the need for such a card, the employer will pay for the costs incurred.

## 4. Porter responsibilities

If a doorman working against service charges is responsible, in addition to the doorman work, for the porter tasks in an accommodation establishment, the employer will pay for such tasks, while the restaurant is open, an hourly fee which is 20% of the porter's hourly wages, while the fee is at least the porter's hourly wages when the restaurant is closed, or the corresponding amount of the service charges accumulated on the operations on the accommodation side of the business. However, any wage benefits that may be larger than this, based on earlier agreement, will not be deducted.

If the service charges accumulated on the accommodation side of the establishment's business do not add up to the porter's fixed wages, the employer will pay, as 'guaranteed wages', the difference between the earnings and the fixed wages. The situation will be reviewed at two-month intervals.

# Clause 39 Porters

It is also possible to agree on the porter's wages so that they are constituted by the service charges from the accommodation side of the business of the establishment, from the earnings at the cloakroom or from a fixed monthly pay or a combination thereof, in which case the employer guarantees that the porter receives earnings that correspond to those in the pay table of a fixed-wage-earning porter in a month. The situation will be reviewed at two-month intervals.

# Clause 40 Provisions covering all employees earning service charges

## 1. Fixed element of wages of an employee with earnings based on service charges

If an employee earning service charges is paid a fixed element of the wages, smaller than the wages based on the pay scale, these wages are raised with the same percentage rate as the corresponding pay-scale wages are increased from a particular moment in time.

## 2. Sick pay

The doorman with wages based on service charges will be paid daily wages for a paid sick leave days under the roster, and if there is no roster, based on an average.

The daily wages are calculated by dividing the earnings for two months preceding the sickness by the number of working days.

The earnings can be calculated on the basis of the information given by the doorman.

The employer has the right to require the doorman to present an account of the income. The sum communicated by the employee to the taxman as his service charge earnings can be deemed a reliable basis, as is the legally valid decision by the tax board.

## 3. Employees earning both fixed and service charge wages

If the earnings received by the employee are constituted in part by the monthly wages paid by the employer and in part by the service charges, the daily wages during the sick leave are obtained by dividing the monthly wages by 21 and the share accounted for by the service charges in accordance with the above.

If the earnings are constituted in part by hourly wages and in part by service charges, the daily wages (sick pay) is calculated according to the following formula:

$$\frac{\text{Hourly wages + service charge earnings}}{\text{working days done}} = \text{average daily wages (sick pay)}$$

## 4. Compensating for loss of earnings during temporary absence

For the temporary absences mentioned in Clauses 23 and 24 of the Collective Agreement, the compensation for the loss of earnings is based in the same manner in which the sick pay is calculated.

## 5. Compensation for JP days off

The compensation for JP days off is determined on the basis of the hourly paid of a shop steward with service charge based earnings.

## 6. Holiday pay

Calculated on the basis of earnings in the holiday credit year (1 April – 31 March):

- 9% if the employment has continued for less than a year before the end of the holiday credit year
- 11.5% if the employment has continued for longer than a year before the end of the holiday credit year

The holiday pay is a percentage of the earnings for the holiday credit year, constituted by:

a. earnings for the period worked.
   The earnings for the period worked can be calculated on the basis of the information given by the doorman. The employer has the right to require the doorman to present an account of the income. The sum communicated by the employee to the taxman as his service charge earnings can be deemed a reliable basis, as is the legally valid decision by the tax board. This is also the basis for the estimate for January to March in the holiday year; the earnings estimate cannot be less than this, except if there have been clear and evident changes in the customer numbers.

as well as

b. the following calculatory pay elements calculated for the absences that accumulate the annual holidays:
   - in addition to the sick pay, for maximum 75 working days in total
   - due to medical rehabilitation if received upon the prescription of a doctor to restore or maintain the working capacity after an occupational disease or accident, for no more than the total of 75 working days
   - for the period in which work has been prevented due to an order by the authorities to prevent the spreading of the disease;
   - for the special maternity, maternity, paternity and parental leave periods as well as temporary childcare leave and absences due to compelling family reasons;
   - for lay-off periods, for the maximum of 30 working days per each period of lay-off; and
   - for the period of temporary absence and medical examination as per the Collective Agreement.

For the employees working for fewer than 14 days but at least 35 hours per month, the calculatory pay is augmented, in addition to the sick pay already paid for the period of sickness or rehabilitation by the maximum total of 105 calendar days in one holiday credit year, and the maximum of 42 calendar days at the time for lay-off periods.

The daily wages are calculated by dividing the earnings for two months preceding the absence by the number of working days. The earnings can be calculated on the basis of the information given by the doorman. The employer has the right to require the doorman to present an account of the income. The sum communicated by the employee to the taxman as his service charge earnings can be deemed a reliable basis, as is the legally valid decision by the tax board.

# 11. CHIEF SHOP STEWARD, HEALTH AND SAFETY REPRESENTATIVE, ORDER OF NEGOTIATIONS AND INDUSTRIAL PEACE

## Clause 41 Chief shop steward and Health and Safety representative

### 1. Compensation and release from work

The chief shop steward and the H&S representative are granted regular release from work, and they are paid compensation for tasks performed outside the working hours as follows:

| Employee number | Hours of release from work/3 weeks | Compensation €/month as of 11 September 2015 | Compensation €/month as of 1 March 2016 |
|---|---|---|---|
| 25-49 | 4 | 68 | 68 |
| 50-74 | 6 | 68 | 68 |
| 75-149 | 11 | 68 | 68 |
| 150-249 | 22 | 68 | 68 |
| 250-349 | 38 | 100 | 100 |
| 350-449 | 50 | 126 | 126 |
| 450-549 | 65 | 152 | 153 |
| 550-649 | 80 | 168 | 169 |
| 650-749 | 95 | 184 | 185 |
| 750-850 | 105 | 199 | 200 |
| over 850 | fully released | 199 | 200 |

As an exception to the minimum limit of employee numbers in the table, the H&S representative has the right to use 3 hours of the release time per each three-week period.

If the foremen/superiors have elected a shop steward or H&S representative, he or she will be released from the work and the compensation in accordance with the number of superiors (foremen) represented.

### 2. Chief shop steward and H&S representative with the wages based on service charges

The loss of earnings incurred by a shop steward and H&S representative with the wages based on service charges is compensated by paying the hourly wages as per the appended pay scales.

### 3. Calculation of employee numbers

The employee numbers include all employees irrespective of their membership in the union in line with the Agreement on Shop Stewards and Agreement on Safety and Protection.

## Clause 42 Negotiation order

Any disputes related to the Collective Agreement will first be negotiated between the employer and the employees in line with the Agreement on Shop Stewards.

If the dispute persists, it is recommended that a memo on the dispute is drawn up in two copies.

The local parties must submit the open dispute to the respective central employer organisation and union.

The local negotiations must be launched no later than a week from the day in which the case has been brought up whereas the union-level negotiations must start after two weeks at the latest.

If the dispute still prevails after the union-level negotiations, it can be submitted to the Labour Court.

## Clause 43 Industrial peace and violations of the Agreement

All industrial actions directed against the Collective Agreement are prohibited.

# 12. INFORMATION ON AND VALIDITY OF THE COLLECTIVE AGREEMENT

### Communications and information on the Collective Agreement

The Collective Agreement must remain accessible to the employees at the workplace, on a notice board or other similar place.

### Validity of the Agreement

1. The Agreement remains in force in line with the protocol of signature.
2. The Agreement will remain in force for a year at a time unless written notice is given no later than two months before its expiry.
3. When notice is given, any proposals of amendment must be submitted in specified written form. Otherwise, the notice is invalid.

# PROTOCOL ON RECLAIMED FLOOR ATTENDANT WORK

Protocol on negotiations between the representatives of Finnish Hospitality Association (MaRa) and Service Union United (PAM).

If the responsibilities of floor attendants are reclaimed, to be performed as in-house work by the hotel enterprise, the principle should prevail whereby work is offered primarily to the persons who have been permanently performing this work. The employment contract of persons taken over by another company in the above manner is deemed to have continued uninterruptedly as concerns the benefits tied to the duration of the employment and other benefits.

The validity of this protocol is the same as that of the Collective Agreement on in the hotel, restaurant and leisure industry.

Helsinki, 5 January 2012

Finnish Hospitality Association MaRa

Service Union United PAM

# PROTOCOL ON SERVICE, MOTORWAY TRAFFIC AND DISTRIBUTION STATIONS

## Clause 1 Scope of application

1. This Protocol will be applied to the MaRa member service, motorway traffic and distribution stations (hereinafter 'service station') which are also engaged in accommodation and catering operations.

2. The employees will be covered by the provisions of the Collective Agreement, with the exceptions set forth below.

## Clause 2 Determining the pay

3. The Wage category of the employee is determined according the work accounting for the main share of the working hours. If the employee is regularly but less than half of the working hours involved in work more demanding than the wage category, the employer and the employee must agree on the proportional share that increases the wages.

4. Service station worker
'Service station worker' refers to an employee whose tasks are mainly related to areas other than the service station tasks referred to in this protocol, actual car servicing and assembly tasks excluded.

5. Service station salesperson
'Service station salesperson' refers to an employee whose tasks are mainly related to the work within the grocery store situated at the service station.

6. Service station cafeteria worker
'Service station cafeteria worker' refers to an employee who mainly works at the service station cafeteria. The Service station cafeteria worker is in Wage category 2. For the working hours performed at the service station restaurant with the A or B licence to serve alcohol, the service station cafeteria worker is paid the service station restaurant worker's wages.

7. Service station restaurant worker
'Service station restaurant worker' is an employee mainly working at a service station restaurant with A or B licence to serve alcohol. The Service station restaurant worker's Wage category is 4. If the service station restaurant has the licence to sell alcoholic beverages of maximum 4.7% by volume, the worker's Wage category is 2.

## Clause 3 Breaks

8. If the work requires uninterrupted presence or causes an uninterrupted load, the work must be organised in a way to provide an opportunity to take breaks and leave the work station for a short time, if necessary.

## Clause 4 Individual wages

9. The wages of any employee who had an employment contract before 1 May 2003 will not decrease after the reform enters into force on 1 May 2003.

## Clause 5 Universally binding character of Agreements

10. The parties undertake to restore the provisions of the Collective Agreement to match those in force before 1 May 2003, should the reform cause the loss of the universally binding character of the Collective Agreement provisions focusing on service, motorway traffic and distribution stations.

## Clause 6 Entry into force

11. This Protocol is valid as of 1 May 2003.

## Clause 7 Renewal of Agreement

12. The Parties have renewed this Protocol on 5 January 2012.

Finnish Hospitality Association MaRa  Service Union United PAM

# PROTOCOL ON CLERICAL WORKERS

## Clause 1 Scope of application

1. The provisions under this Protocol will be applied to the offices that function separately within the tourism, restaurant and leisure industry companies covered by the Collective Agreement.

## Clause 2 Terms of employment

To the extent that this Protocol does not specify differently, the Collective Agreement covering the tourism, restaurant and leisure industry will be applied.

## Clause 3 Working hours

1. The regular working hours are maximum 8 hours a day and maximum 37.5 hours a week, and as a result, the hourly salary divisor is 160.

2. The working hours can also be arranged by using the working hours provisions of the Collective Agreement covering the tourism, restaurant and leisure industry, whereby the hourly salary divisor is 159. In this case, the working hour provisions under this Protocol will not be followed.

3. When the employer transfers an employee to a new working hours system, the employee or their representative must be informed timely before the change is made.

### Flexible working hours

4. When the flexi-hour system is in use, the regular working hours in a day may not exceed 11 hours.

## Clause 4 Time off

Under Section 31 of the Working Hours Act, the employee has right to have, in addition to the weekly time off, one day off.

The working week has five working days on average. The day off is a fixed day of the week, Saturday if possible.

### Shortening of working hours on a week with public or Church holidays

For a full-time employee, the following public or Church holidays coinciding with the working week shorten that week's regular working hours by 7.5 hours:

- New Year's Day
- Epiphany (6 January)
- Good Friday
- Easter Monday

- May Day (1 May)
- Ascension Day
- Midsummer's Eve
- Independence Day (6 December)
- Christmas Eve (24 December)
- Christmas Day (25 December)
- Boxing Day.

The day shortening the week can also be given as a day off during the two weeks preceding the week with the public or Church holiday or during the two weeks following it.

The shortening of working weeks due to public or Church holidays do not apply:
a. to temporary employments lasting for less than a month
b. employees who only work between 1 June and 15 August or 1 – 31 December.

## Clause 5 Meal and coffee breaks

### Meal break

1. When the regular working hours are uninterruptedly longer than 7 hours, the employee has a meal break of at least one hour.

2. Based on local agreement, the meal break:
- can be shorted by maximum 30 minutes; or
- abolished in which case the employee can have the meal during the working hours.

3. The meal break does not qualify as working hours if the employee can freely leave the working place.

### Coffee break

4. When the working day lasts:

| | |
|---|---|
| • for less than four hours | no coffee break |
| • 4–6 hours | one coffee break |
| • over 6 hours | two coffee breaks. |

## Clause 6 Additional and overtime work

### Additional work

'Additional work' is any work performed in addition to the agreed working hours, up to 40 hours a week.

### Overtime

'Overtime' is the work exceeding 40 hours a week.

### Consent for additional and overtime work

1. The employee's consent for additional and overtime work is needed as per the provisions of the Working Hours Act.

2. For work performed in addiction to 8 hours in a day, or 8 hours marked in the roster, the employee's consent under Section 18:1 of the Working Hours Act is required.

### Increased pay

For work in excess of 10 hours in a day or 37.5 hours in a week, the pay is increased by 50%.

The full-time employee will be paid 50% more for work in excess of the maximum working hours in a week with a public or Church holiday.

### Maximum hours of overtime

When the maximum overtime hours in a calendar year are calculated, the four-month period of calculation (=138 hours in 4 months) as per the Working Hours Act, Section 19 is not followed.

## Clause 7 Sunday and night work

1. Section 33 of the Working Hours Act is applied to Sunday work.

Double pay is paid for work on a Sunday, a public or Church holiday, Independence Day and May Day.

When the remuneration for Sunday work is calculated, the working hour supplements are not taken into account in the basic wages. The right to remuneration for Sunday work lapses in line with Section 38 of the Working Hours Act.

2. Night work (work between 23.00 and 6.00) is covered by Section 26 of the Working Hours Act. In addition, night work can be done, with the employee's consent:

- due to stocktaking or preparation of Financial Statements required by the legislation, order issued by the authorities or transfer of business;
- to clarify a suspected misconduct within the enterprise;
- for the company's PR event.

# Clause 8 Salary

The salary is based on the demandingness of the work. When the salary is determined, the demands of the tasks involved are assessed. The assessment does not involve personal characteristics of the individual employee. Such individual characteristics can be taken into account separately in the person-specific element of the salary.

The salary is determined in accordance with a separate demand categories and pay scales.

The provisions on salaries are applied as from 1 June 2007.

## Description of the tasks demand categories of clerical workers

**T1 Clerical employee 1**
The tasks are based on clear instructions or practices. There are only few situations where discretion is needed, and they are often similar. The work does not require long-term instruction. Professional competence based on training or experience is not required.

**T2 Clerical employee 2**
Work situations are partly unpredictable. The work situations normally require independent decisions, based on general instructions. The work may require a command of larger entities. Typically, the work requires professional competence based on training or experience.

**T3 Clerical employee 3**
The work requires the command of one or several entities and independent decision-making, also without set instructions or decision patterns. The independent management or one or several entities may be required.

The tasks may include variable and demanding negotiation situations.

Work requires expertise gained through training or experience.

**T4 Clerical employee 4**
The work calls for independent management of one or several entities.
The tasks require the capacity to cope with extensive or exceptional problem situations.

Deep expertise acquired through experience or training is required, as well as the command of extensive context related to the professional field in question.

## Individual salary

The salary of any employee who had an employment contract before 1 June 2007 will not decrease after the reform entering into force on 1 June 2007.

## Clause 9 Periods of notice applicable to the employment contract

The periods of notice will not change for the employees whose employment contract with the employers referred to in Clause 1:1 of the present Protocol were in force on 16 February 2005.

## Clause 10 Entry into force

The working hours provisions under this Protocol entered into force on 16 February 2005 and the wage provisions on 1 June 2007.

The Parties have renewed this Protocol on 5 January 2012.

Finnish Hospitality Association MaRa

Service Union United PAM

# PROTOCOL ON RENEWAL OF COLLECTIVE AGREEMENTS

### PROTOCOL ON RENEWAL OF COLLECTIVE AGREEMENTS

| | |
|---|---|
| Date | 6.11.2013 |
| Place | Offices of Service Union United PAM |
| Participants | Representatives of Finnish Hospitality Association (MaRa) and Service Union United (PAM). |

1. The Parties to the Collective Agreement have agreed to renew the Collective Agreement on the tourism, restaurant and leisure industry (Collective Agreements covering employees and the one on supervisors) and the respective Protocols for the period form 1 May 2014 to 31 January 2017 in line with the Agreement on promotion of employment and growth signed by the Parties. The first Agreement period is 22 months (1 May 2014 – 28 February 2016) while the second period is 11 months long (1 March 2016 – 31 January 2017).
2. The employees' individual monthly wages and hourly wages and the pay-scale wages are increased as from the wage period starting on 1 September 2014 or closest thereafter. Monthly wages are raised by 20 euro. Hourly wages are raised by 13 cents.
3. The employees' individual monthly wages and hourly wages and the pay-scale wages are increased by 0.4% as from the payroll period starting on 1 September 2015 or closest thereafter.
4. The evening work supplement is increased as from 1 September 2015 from 1.05 euro to 1.06 euro while the night work supplement from 2.06 to 2.09 euro.
5. The supplement payable in grocery stores at motorway traffic stations is in-

creased as from 1 September 2015 from 1.82 to 1.85 euro (evening) and from 3.64 to 3.70 euro (Sundays and public holidays, night).

6. The remuneration payable to shop stewards and H&S representatives for tasks outside the working hours are increased by 5 euro as from 1 September 2015.

7. Clause 22.2 of the Collective Agreement is amended, by adding the following text after the first sentence: "The personal information must be provided according to the instructions given by the employer." The same change is made in the Collective Agreement of superiors, Clause 23. Clause 7.2 of the Shop Steward Agreement is complemented with the text: "as well as the address, telephone number and email address, if known to the employer". The Collective Agreement will be amended as required by the Annual Holidays Act.

8. It was agreed that the so-called Age Programme, of recommendation nature, drawn up in collaboration by the Parties to Collective Agreement is appended to the Collective Agreement.

9. The Employment Contract form appended to the Collective Agreements will be complemented so that the employee's (superior's) address, telephone number and eventual email will be added.

10. It was agreed that the company-specific Protocol related to the military exercises of the Defence Forces is extended for the so-called transitional period. The special remuneration is increased by 1.4 percent on 1 September 2014.

11. It was agreed that the Parties institute the working groups as per Appendix 1. The working group on part-time issues prepares a precision of the average minimum working hours system of part-time employees so that a fixed calculation period tied to calendar time will be introduced by 1 April 2015.

12. If the central labour market organisations have not reached unanimity by 15 June 2014 on the agreed increases envisaged in their Agreement on promotion of employment and growth , the signatory Parties can, subject to a four-month notice, terminate the present agreement to expire by the end of the first agreement period (29 February 2016).

Helsinki, 6 November 2013

Finnish Hospitality Association MaRa

Offices of Service Union United PAM

# PROTOCOL ON RENEWAL OF THE COLLECTIVE AGREEMENTS GOVERNING THE HOTEL, RESTAURANT AND LEISURE INDUSTRY

| | |
|---|---|
| Date | 19 August 2015 |
| Place | Offices of Service Union United PAM |
| Participants | Representatives of the Finnish Hospitality Association (MaRa) and Service Union United (PAM) |
| Clause 1 | It was noted that, on 15 June 2015, the labour market confederations agreed on the cost impact and implementation date of the wage agreement for the second agreement period of the Pact for Employment and Growth. |
| Clause 2 | The signatory parties to the Collective Agreements have agreed on application of the aforementioned wage agreement in terms of the Collective Agreements (for employees and supervisors) governing the hotel, restaurant and leisure industry as well as the respective Protocols. It was noted that the Collective Agreements would be valid through to 31 January 2017. |
| Clause 3 | Employees' and supervisors' individual monthly salaries will be increased by 14.67 euros, however, by no less than 0.39% (where the monthly salary exceeds 3,761 euros), as from the beginning of the pay period commencing on 1 March 2016 or as from the beginning of the subsequent pay period closest to that date. Correspondingly, individual hourly wages will be increased by 9 cents, however, by no less than 0.39% (where the hourly wage exceeds 24 euros).<br><br>Individual pay must, however, be at least equivalent to the scheduled pay. |
| Clause 4 | Employees' and supervisors' scheduled pay will be increased as from the beginning of the pay period commencing on 1 March 2016 or as from the beginning of the subsequent pay period closest to that date. Monthly salaries will be increased by 15 euros. The increased scheduled hourly wage will be determined according to the established calculation rule. |

Clause 5 The night-time supplement will be increased from 2.09 euros to 2.10 euros as from 1 March 2016. Remuneration for JP days off (public and Church holidays) payable to employees receiving service charges will be increased from 14.28 euros to 14.37 euros.

Clause 6 Remuneration payable to shop stewards and health and safety (H&S) representatives for tasks performed outside working hours will be increased by 0.39% as from 1 March 2016. The amount will be rounded up to the nearest full euro.

Helsinki, 19 August 2015

FINNISH HOSPITALITY ASSOCIATION MARA
SERVICE UNION UNITED PAM

The wages in the respective Appendix are minimum wages, and they can be increased on the basis of the employee's skills, efficiency, diligence, language proficiency and experience as well as other similar factors.

## WAGE AGREEMENT 1 JUNE 2013

The employees' individual monthly wages and hourly wages and the pay-scale wages are increased by 1.9% as from the payroll period starting on 1 June 2013 or closest thereafter.

At the same time, category II PKL is fully eliminated

### MONTHLY AND HOURLY WAGES 1 JUNE 2013

### Employees

| | 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|---|
| **1.** | 1558 (9.80) | 1602 (10.08) | 1645 (10.35) | 1691 (10.64) |
| **2.** | 1571 (9.88) | 1613 (10.14) | 1657 (10.42) | 1703 (10.71) |
| **3.** | 1650 (10.38) | 1694 (10.65) | 1737 (10.92) | 1781 (11.20) |
| **4.** | 1726 (10.86) | 1770 (11.13) | 1820 (11.45) | 1874 (11.79) |
| **5.** | 1785 (11.23) | 1820 (11.45) | 1860 (11.70) | 1902 (11.96) |

#### Wage categories

1. Helper, porter
2. Waiter, cashier, shop assistant, cook, motorway traffic and service station worker, bowling alley attendant (cafes, fast food restaurants and restaurants where no alcohol is served or restaurants licenced to served fermented beverages of no more than 4.7% by volume, "medium strength beer establishments)
   Cleaner, pool attendant, transportation and distribution of products by car, reception worker, camping area worker
3. Staff restaurant cook (not serving alcoholic beverages exceeding 4.7% by volume)
   Floor attendant, processed food cook, baker
4. Waiter, cook, cold buffet cook, motorway traffic and service station worker, bowling alley attendant (in licenced premises serving alcoholic beverages of over 4.7% by volume, "A and B licenced establishments)
   Doorman, bouncer, service attendant, switchboard operator, reception assistant, karaoke worker, conference organiser, employee in the wellness sector (such as fitness trainer, personal trainer, chiropodist), hobbies and events worker (such as gym trainer, leisure activities instructor, roadie, hall builder, caddie master, beautician, physical education instructor, masseur/masseuse)
5. Hotel receptionist, porter, physiotherapist

## Clerical employees

| | 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|---|
| **T 1** | 1608 | 1663 | 1790 | 1887 |
| **T 2** | 1728 | 1788 | 1933 | 2039 |
| **T 3** | 1788 | 1856 | 2008 | 2122 |
| **T 4** | 1857 | 1934 | 2083 | 2261 |

### Salary categories

T1 The tasks are based on clear instructions or practices. There are only few situations where discretion is needed, and they are often similar.
The work does not require long-term instruction.
Professional competence based on training or experience is not required.

T2 Work situations are partly unpredictable.
The work situations normally require independent decisions, based on general instructions.
The work may require a command of larger entities.
Typically, the work requires professional competence based on training or experience.

T3 The work requires the command of one or several entities and independent decision-making, also without set instructions or decision patterns.
The independent management or one or several entities may be required.
The tasks may include variable and demanding negotiation situations.
Work requires expertise gained through training or experience.

T4 The work calls for independent management of one or several entities.
The tasks require the capacity to cope with extensive or exceptional problem situations.
Deep expertise acquired through experience or training is required, as well as the command of extensive context related to the professional field in question.

## Service station salesperson

'Service station salesperson' refers to an employee whose tasks are mainly related to the work within the grocery store situated at the service station.

### Service station salesperson

| 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|
| 1553 | 1606 | 1730 | 1834 |

### Service station worker

| 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|
| 1529 | 1581 | 1697 | 1806 |

**Supplement for evening and night work**

| | |
|---|---|
| Evening supplement (from 18.00 to 24.00) | 1.05 euro/hour |
| Night supplement (from 24.00 to 6.00) | 2.06 euro/hour |

**Supplement for grocery store work**

| | |
|---|---|
| • weekdays on 18 to 24 | 1.82 euro/hour |
| • Sundays, public Church holiday, May Day and Independence Day from 18.00 to 24.00 | 2.06 euro/hour |
| • weekdays and Sundays, public holidays from 00 to 06 | 3.64 euro/hour |

## Pay scales of head waiter, constituting basis for supplement paid to the substitute to the responsible manager in charge of licenced service of alcohol

| 0–2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|
| 1986 (12.49) | 2042 (12.84) | 2104 (13.23) | 2166 (13.62) |

## Guaranteed wages of waiters on service charge pay

| | |
|---|---|
| Monthly guarantee | 2091 |
| Hourly guarantee | 13.15 |
| Guaranteed hourly wages for work on top of regular shift work | 13.15 |
| Guaranteed hourly wages for X or JP days off | 17.27 |
| Guaranteed hourly wages for a V day | 23.02 |

## Guaranteed wages of bartenders on service charge pay

| | |
|---|---|
| Monthly guarantee | 2322 |
| Hourly guarantee | 14.60 |
| Guaranteed hourly wages for work on top of regular shift work | 14.60 |
| Guaranteed hourly wages for X or JP days off | 19.18 |
| Guaranteed hourly wages for a V day | 25.58 |

## Fixed remuneration of doormen on service charge pay for porter duties

| | |
|---|---|
| Restaurant is open | 2.24 |
| Restaurant is closed | 11.23 |

| | |
|---|---|
| **JP day remuneration of employee on service charge pay** | 14.09 |

The above hourly remuneration is the same payable to a chief shop steward and H&S representative on service charge pay as a remuneration of shop steward or H&S rep tasks during the working hours.

# WAGE AGREEMENT 1 SEPTEMBER 2014

The employees' individual monthly wages and hourly pay and the pay-scale wages are increased as from the payroll period starting on 1 September 2014 or closest thereafter. Monthly wages are raised by 20 euro. Hourly wages are raised by 13 cents.

## Employees

| | 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|---|
| **1.** | 1578 (9.92) | 1622 (10.20) | 1665 (10.47) | 1711 (10.76) |
| **2.** | 1591 (10.01) | 1633 (10.27) | 1677 (10.55) | 1723 (10.84) |
| **3.** | 1670 (10.50) | 1714 (10.78) | 1757 (11.05) | 1801 (11.33) |
| **4.** | 1746 (10.98) | 1790 (11.26) | 1840 (11.57) | 1894 (11.91) |
| **5.** | 1805 (11.35) | 1840 (11.57) | 1880 (11.82) | 1922 (12.09) |

## Clerical employees

| | 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|---|
| **T 1** | 1628 | 1683 | 1810 | 1907 |
| **T 2** | 1748 | 1808 | 1953 | 2059 |
| **T 3** | 1808 | 1876 | 2028 | 2142 |
| **T 4** | 1877 | 1954 | 2103 | 2281 |

## Service station salesperson

| 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|
| 1573 | 1626 | 1750 | 1854 |

## Service station worker

| 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|
| 1549 | 1601 | 1717 | 1826 |

### Supplement for evening and night work

| | |
|---|---|
| Evening supplement (from 18.00 to 24.00) | 1.05 euro/hour |
| Night supplement (from 24.00 to 6.00) | 2.06 euro/hour |

Sunday and public holiday supplements are doubled
(Clause 17 of the Collective Agreement).

**Supplement for grocery store work**

- weekdays on 18.00 to 24.00 — 1.82 euro/hour
- Sundays, public Church holiday, May Day and Independence Day from 18.00 to 24.00 — 3.64 euro/hour
- weekdays and Sundays, public holidays from 00.00 to 06.00 — 3.64 euro/hour

## Pay scales of head waiter, constituting basis for supplement paid to the substitute to the responsible manager in charge of licenced service of alcohol

| 0–2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|
| 2006 (12.62) | 2062 (12.97) | 2124 (13.36) | 2186 (13.75) |

| | |
|---|---|
| **JP day remuneration of employee on service charge pay** | 14.22 |

The above hourly remuneration is the same payable to a chief shop steward and H&S representative on service charge pay as a remuneration of shop steward or H&S rep tasks during the working hours.

# WAGE AGREEMENT 1 SEPTEMBER 2015

The employees' individual monthly and hourly wages and the pay-scale wages are increased by 0.4% as from the payroll period starting on 1 September 2015 or closest thereafter.

## Employees

| | 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|---|
| **1.** | 1584 (9.96) | 1628 (10.24) | 1672 (10.52) | 1718 (10.81) |
| **2.** | 1597 (10.04) | 1640 (10.31) | 1684 (10.59) | 1730 (10.88) |
| **3.** | 1677 (10.55) | 1721 (10.82) | 1764 (11.09) | 1808 (11.37) |
| **4.** | 1753 (11.03) | 1797 (11.30) | 1847 (11.62) | 1902 (11.96) |
| **5.** | 1812 (11.40) | 1847 (11.62) | 1888 (11.87) | 1930 (12.14) |

## Clerical employees

| | 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|---|
| **T 1** | 1635 | 1690 | 1817 | 1915 |
| **T 2** | 1755 | 1815 | 1961 | 2067 |
| **T 3** | 1815 | 1884 | 2036 | 2151 |
| **T 4** | 1885 | 1962 | 2111 | 2290 |

## Service station salesperson

| 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|
| 1579 | 1633 | 1757 | 1861 |

## Service station worker

| 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|
| 1555 | 1607 | 1724 | 1833 |

### Supplement for evening and night work as from 1 September 2015

| | |
|---|---|
| Evening supplement (from 18.00 to 24.00) | 1.06 euro/hour |
| Night supplement (from 24.00 to 06.00) | 2.09 euro/hour |

Sunday and public holiday supplements are doubled
(Clause 17 of the Collective Agreement).

### Supplement for grocery store work

- weekdays from 18.00 to 24.00 — 1.85 euro/hour
- Sundays, public Church holiday, May Day and Independence Day from 18.00 to 24.00 — 3.70 euro/hour
- weekdays and Sundays, public holidays from 00.00 to 06.00 — 3.70 euro/hour

**Pay scales of head waiter, constituting basis for supplement paid to the substitute to the responsible manager in charge of licenced service of alcohol**

| 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|
| 2014 (12.67) | 2070 (13.02) | 2132 (13.41) | 2195 (13.81) |

| | |
|---|---|
| **JP day remuneration of employee on service charge pay** | 14.28 |

The above hourly remuneration is the same payable to a chief shop steward and H&S representative on service charge pay as a remuneration of shop steward or H&S rep tasks during the working hours.

## WAGE AGREEMENT 1 MARCH 2016

Employees' scheduled pay shall be increased as from the beginning of the pay period commencing on 1 March 2016 or as from the beginning of the subsequent pay period closest to that date. Monthly salaries shall be increased by 15 euros. The increased scheduled hourly wage shall be determined according to the established calculation rule.

Employees' personal monthly salaries shall be increased by 14.67 euros, however, no less than 0.39%, as from the beginning of the pay period commencing on 1 March 2016 or as from the beginning of the subsequent pay period closest to that date. Correspondingly, personal hourly wages shall be increased by 9 cents, however, no less than 0.39%.

### EMPLOYEES

| | 0–2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|---|
| **1.** | 1599 (10,06) | 1643 (10,33) | 1687 (10,61) | 1733 (10,90) |
| **2.** | 1612 (10,14) | 1655 (10,41) | 1699 (10,69) | 1745 (10,97) |
| **3.** | 1692 (10,64) | 1736 (10,92) | 1779 (11,19) | 1823 (11,47) |
| **4.** | 1768 (11,12) | 1812 (11,40) | 1862 (11,71) | 1917 (12,06) |
| **5.** | 1827 (11,49) | 1862 (11,71) | 1903 (11,97) | 1945 (12,23) |

**Supplement for evening and night work as from 1 March 2016**
Evening supplement (18.00–24.00): 1.06 euro/hour
Night supplement (18.00–06.00): 2.10 euro/hour

Sunday and public holiday supplements are doubled (Clause 17 of the Collective Agreement).

**Supplement for grocery store work**

- weekdays 18.00–24.00: 1.82 euro/hour
- Sundays, public and Church holidays, May Day and Independence Day 18.00–24.00: 3.64 euro/hour
- weekdays and public and Church holidays 00.00–06.00: 3.64 euro/hour

## Pay scales of head waiter, constituting basis for supplement paid to the substitute to the responsible manager in charge of licenced service of alcohol

| 0-2 years | over 2 years | over 5 years | over 10 years |
|---|---|---|---|
| 2029 (12,76) | 2085 (13,11) | 2147 (13,50) | 2210 (13,90) |

| | |
|---|---|
| **JP day remuneration of employee on service charge pay** | 14,37 |

The above hourly remuneration is the same payable to a chief shop steward and H&S representative on service charge pay as a remuneration of shop steward or H&S rep tasks during the working hours.

# EMPLOYMENT CONTRACT

Employees in the tourism, restaurant and leisure industry

| | | | |
|---|---|---|---|
| 1. PARTIES TO THE EMPLOYMENT CONTRACT | Employer | | Place of business or domicile |
| | Employee | | Personal ID n. |
| | Address | Tel... | Email |
| | The above employee undertakes to work, against remuneration, for the above employer under the employer's direction and supervision on the following terms: | | |
| 2. VALIDITY OF THE EMPLOYMENT CONTRACT | The employment contract enters into force: | | |
| | The employment contract is in force<br>☐ Until further notice ☐ A fixed term until _____<br>Reason for fixed-term contract<br>☐ Seasonal character ☐ Employee's request<br>☐ Deputyship ☐ Training ☐ Other: _____ | | |
| 3. TRIAL PERIOD | In an employment in force until further notice, the trial period starting on the first day of the employment can last the maximum of four months during which time this contract can be terminated by either party.<br>In a fixed-term employment of maximum 8 months the trial period cannot exceed half of the duration of the employment contract.<br>Length of trial period: _____ Last day of trial period:_____ | | |
| 4. WORKING HOURS, ADDITIONAL AND OVERTIME WORK | ☐ Full-time (monthly wages/salary)<br>☐ Part-time, fixed minimum working hours _____ hours/3 weeks (hourly wages)<br>☐ Part-time, average minimum working hours _____ hours/3 weeks (hourly wages)<br>☐ Other: _____<br>The employee can be required to do additional, overtime and Sunday work in line with the Law and the Collective Agreement | | |
| 5. RESPONSIBILITIES | _____<br>The employee is obliged to also perform other duties assigned by the employer within the limits of the employer's prerogative. | | |
| 6. PAY | At the beginning of employment, the pay of the employee is determined as follows:<br>Wage category: Amount of wages (€ / month/hour): _____<br>At the beginning of the employment, the time entitling the employee to seniority increase amounts to ____years and _____ months. | | |
| 7. COLLECTIVE AGREEMENT APPLIED | For the employment and as far as the wages and other terms of employment are concerned, the parties mutually follow the Laws and the Collective Agreement signed between the Finnish Hospitality Association MaRa and Service Union United Pam regarding the tourism, restaurant and leisure sector services (employees), to the extent that this contract envisages better terms applicable to the employee. | | |
| 8. OTHER TERMS AND CONDITIONS | | | |
| 9. DATE AND SIGNATURE | This Contract has been made in two copies of equal wording, one for the employer and one for the employee. | | |
| | Place | | Date |
| | Employer representative's signature | | Employee's signature |

Further details: Under Section 2:4 of the Employment Contracts Act, the employer states the following as concerns the major terms of employment. The employer defines the workplace at each given moment in the following framework (such as particular place/s of business of the company or all places of business of the company or particular area(s) where work is performed.

# AGREEMENT ON INTRODUCTION OF WORKING-TIME BANK

Employees in the tourism, restaurant and leisure industry

<table>
<tr><td rowspan="3">1. PARTIES TO THE AGREEMENT</td><td>Employer</td><td>Place of business or domicile</td></tr>
<tr><td colspan="2">Shop steward</td></tr>
<tr><td colspan="2">The parties agree that the annual working hours system is introduced in compliance with Clause 12.3 of the Collective Agreement on tourism, restaurant and leisure services (employees).</td></tr>
<tr><td>2. ADJUSTMENT PERIOD</td><td colspan="2">The length of the adjustment period is_____weeks/months (maximum one year)<br>The first adjustment period starts on _____201__</td></tr>
<tr><td>3. VALIDITY</td><td colspan="2">The Agreement is in force until further notice. Either party can give notice of the Agreement at 3 months' notice. At the end of the period of notice, the ongoing system is followed until the end of adjustment period.</td></tr>
<tr><td rowspan="3">4. DATE AND SIGNATURE</td><td colspan="2">This Agreement has been made in two copies of equal wording, one for the employer and one for the shop steward.</td></tr>
<tr><td>Place</td><td>Date</td></tr>
<tr><td>Employer representative's signature</td><td>Shop steward's signature</td></tr>
</table>

# AGREEMENT ON WORKING-TIME BANK

Employees in the tourism, restaurant and leisure industry

| | | |
|---|---|---|
| 1. PARTIES TO THE AGREEMENT | Employer | Place of business or domicile |
| | Employee | Personal ID n. |
| | The Parties agree that the annual working hours system under Clause 12.3 of the Collective Agreement is applied to this employee's employment.<br><br>The agreement on the introduction of the system was signed by the shop steward on_____._____.201____. | |
| 2. ADJUSTMENT PERIOD | The adjustment period applicable to the employment is ____ weeks within which the working hours are adjusted to 111 hours / 3 weeks.<br>The first adjustment period starts on_____ _____.201___. | |
| 3. MAXIMUM WORKING HOURS | It is agreed that the maximum working hours in one single three-week period during the adjustment period is<br><br>_____hours/3 weeks (max 150 hrs). | |
| 4. SUMS OF MONEY DEPOSITED IN THE WORKING-TIME BANK | The following sums of money are converted into hours and are given to the employee as adjustment days off:<br><br>Sunday supplement — Overtime supplement<br>Supplement for holiday eves — Additional work supplement<br>Basic overtime hourly wages — Night and evening supplements<br>Compensation for X days — Compensation for JP days off<br>Compensation for V days — Holiday bonus in full/in half<br>Other: _____ | |
| 5. TIMING OF ADJUSTMENT DAYS OFF AND JP DAYS OFF | As far as possible, the adjustment days off and the JP days off accumulated in the working-time bank are given to the employee<br><br>between _____ and _____. | |
| 6. VALIDITY | The Agreement is in force until further notice. The parties can give three (3) months' notice of the system, and the ongoing system will be followed until the end of the adjustment period. | |
| 7. DATE AND SIGNATURES | This Agreement has been made in two copies of equal wording, one for the employer and one for the employee. | |
| | Place | Date |
| | Employer representative's signature | Employee's signature |

# TEMPLATE FOR MEMORANDUM ON DISPUTE

| **Memorandum on negotiations on dispute related to the interpretation of the Collective Agreement/employment** | |
|---|---|
| **Company** | Name<br><br>Address and telephone n. |
| **Place of business** | Place of business<br><br>Address and telephone n. |
| **Date** | |
| **Participants** | Employer representatives<br><br>Employee representatives |
| **1**<br>**Cause of dispute** | |
| **2**<br>**Reasons given by employer** | |
| **3**<br>**Reasons given by employee** | |
| **4**<br>**It was agreed that** | |
| **5 This memorandum was drawn up in two copies of equal wording, one to be submitted by the employer side to the Finnish Hospitality Association MaRa and one by the employee side to Service Union United PAM.** | |
| **Place and date** | |
| **Signatures** | Employer or employer's representative<br><br>Employee's representative |
| **NB! Please use a separate sheet of paper to be appended to the form if necessary.** | |

Matkailu- ja
Ravintolapalvelut MaRa ry
www.mara.fi

Palvelualojen
ammattiliitto PAM ry
www.pam.fi