

**Collective Agreement for the  
Hotel, Restaurant and Leisure Industry**

# **SUPERVISORS**

1 October 2020–31 March 2022





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for the Hotel, Restaurant  
and Leisure Industry

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This is an unofficial translation from Finnish to English of the Collective Agreement for the Hotel, Restaurant and Leisure industry (supervisors) 1 October 2020–31 March 2022. 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 the agreement

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

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

- restaurants, cafes, pubs, nightclubs
- catering companies and staff restaurants
- convenience food and catering kitchens
- hotels and other accommodation establishments
- spas and wellness centres
- camping and caravan areas
- holiday villages and cottages
- 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 applies to supervisors and personnel in actual positions of responsibility as designated by the employer covered by the Working Hours Act, providing that the person is tasked with managing or supervising the work of employees. A person within the scope of the Collective Agreement may also take part in the work done by the employees that he/she is managing and supervising.

The Collective Agreement does not apply to:

1. personnel in an independent managerial position within the company or part thereof, or
2. personnel who are entitled to negotiate and decide on the remuneration and other working conditions of employees in the capacity of the employer's representative. The prerequisite for this is that the person concerned has an independent entitlement to hire and dismiss employees and to negotiate and make local agreements with employees or their representatives on remuneration and other working conditions of employees in negotiations conducted in accordance with the Collective Agreement.

Unless otherwise expressly stated for personnel in positions of responsibility, the working and remuneration conditions of such personnel shall comply with the provisions applying to supervisors.

The following agreements shall apply as part of this Collective Agreement:

- General agreement, 1 October 2017
- Agreement on shop stewards, 1 January 2021
- Training agreement, 1 January 2021
- Recommendations for preventing substance abuse problems, handling matters of substance abuse and referral for treatment in workplaces
- Agreement on workplace meals, 1 October 2017
- Protocol applying to compensatory fines in accordance with the act on collective agreements, 1 October 2017
- Agreement on the collection of trade union membership fees, 1 October 2017
- Agreement on cooperation in health and safety matters, 1 January 2021
- Cooperation agreement, 1 October 2017
- Agreement on on-the-job learning, 1 March 2018

## 2. Employment relationship

### Clause 2 Supervision and freedom of association

The employer shall direct and allocate work. The employer shall hire and dismiss supervisors.

In addition to the orientation and instruction given at the beginning of employment, the employer shall provide supervisors with information on safe and healthy working practices, the contents of the occupational health service in the workplace, the policy on absences due to illness, any occupational safety hazards, and the occupational health and safety organisation.

Both sides shall enjoy the unfettered freedom of association.

The employer shall explain the organisation and negotiation relationships in the sector to new supervisors and provide the names and contact details of the shop steward, occupational safety representative and labour protection delegate.

The parties to the Collective Agreement for the Hotel, Restaurant and Leisure Industry are Service Union United PAM representing supervisors and the Finnish Hospitality Association MaRa representing employers.

### Clause 3 General obligations of the employer and the supervisor

1. The supervisor must:
  - promote and act in the interests of the employer
  - adhere to complete confidentiality in all matters related to the company's business secrets and
  - diligently manage the company's assets and other property entrusted to them and, in particular, work to improve the company's profitability.



## 2. The employer must:

- place trust in the supervisor, notify the supervisor of decisions affecting their subordinates, and support the supervisor in their role as the employer's representative in relation to the employees
- negotiate in confidence with the supervisor in company affairs relating to the supervisor's duties and
- explain to the supervisor their position within the company's organisation and any changes to the position at the earliest possible stage, and take other appropriate action to promote and support the supervisor's endeavours with the intention of developing the company's operations.

## Clause 4 Employment contract and trial period

Employment contracts must be made in writing. The parties to the Collective Agreement recommend using the appended employment contract template.

The employer and supervisor can agree on a trial period of up to six months. However, if a fixed-term employment contract has a term of less than 12 months, the trial period can be no longer than half of the duration of the employment relationship.

The trial period starts when work begins.

If a supervisor is absent from work during the trial period due to incapacity for work or family leave, the employer shall be entitled to extend the trial period by one month for every 30 calendar days included in a period of incapacity for work or family leave as stipulated in chapter 1, section 4 of the Employment Contracts Act.

The employer must inform the supervisor of the extension of the trial period before the end of the trial period.

For fixed-term employment relationships, the total duration of the trial period and any extensions shall not exceed half the duration of the employment contract, and it shall not exceed six months.

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

## Clause 5 Indefinitely valid employment contract (permanent contract)

### 1. Preconditions

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

Moreover, the employment contract shall be deemed to be valid indefinitely if:

- a temporary contract was made without a justified reason
- there are several successive temporary contracts made without a justified reason; or
- the employer lets the supervisor 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. Notice of termination

The periods of notice of termination to be followed by the employer shall be:

Duration of employment relationship	Notice period
No longer than 5 years	1 month
From 5 to 10 years	2 months
From 10 to 15 years	3 months
Over 15 years	4 months

The period of notice for the supervisor shall be one (1) month.

The period of notice shall begin to elapse on the day after the date when notice is given.

**EXAMPLE. NOTICE PERIOD IN MONTHS**

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

Notice of termination given	Notice period	Last day of employment
1 March	1 month	1 April
31 December	2 months	28 February

**4. Procedure followed in terminations**

Termination shall be binding unless the other party accepts the reversal of the decision.

If requested, both parties must give a certificate of termination.

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

**5. Compensation**

If the supervisor does not respect the notice period, the supervisor must compensate the employer for the part of the period of notice that was not observed, repaying a sum corresponding to the days in question.

Chapter 2, section 17 of the Employment Contracts Act contains provisions on how compensation can be deducted from the pay.

If the employer does not respect the notice period, the employer must pay the supervisor the full salary for the period of notice that was not observed.

The daily pay shall be calculated in accordance with clause 21(2) of this Collective Agreement.

## Clause 6 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; or
- a reason related to the operation of the company or to the work to be performed;
- the supervisor's own request; or
- employment of a long-term unemployed person as referred to in chapter 1, section 3 a of the Employment Contracts Act.

### 2. Lay-offs

Under chapter 5, section 2 of the Employment Contracts Act, the employer can lay off a supervisor with a fixed-term employment supervisor only if the supervisor is working as the deputy of a permanent supervisor and the employer would be entitled to lay off the permanent supervisor if he/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 by giving notice, 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 such 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 time

### Clause 7 Obligation to offer additional work

If the employer requires more supervisors for duties suitable for supervisors who are already doing part-time work for the employer, the employer shall offer such employment to these part-time supervisors.

Additional work must be offered up to 112.5 hours per three-week shift period.

It is advisable to make a local agreement on the ground rules for offering additional work.

### Clause 8 Regular working hours and the length of a working day

#### 1. Regular working hours

The working hours shall be determined for periods of three weeks.

The maximum regular working time shall be 112.5 hours in a three-week period.

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

A supervisor is considered to be a part-time supervisor if the average working time is less than 112.5 hours in a three-week period.

The employer and the supervisor shall agree on

- A. fixed minimum working hours in a three-week period; or
- B. average minimum working hours in a three-week period.

## A. Fixed minimum working hours

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

If the number of working hours falls short of the agreed minimum, the employer shall compensate the supervisor for the shortfall. However, there shall be no compensation obligation if the agreed working hours have fallen short for a reason attributable to the supervisor or due to an unpaid absence.

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

## B. Average minimum working hours

If the employer and the supervisor have agreed on average working hours in a three-week period, the agreed number of working hours must actually occur during the follow-up period.

The employer and the supervisor shall monitor the materialisation of the average minimum working hours over a period of one year unless a shorter follow-up period is agreed upon for the workplace as per clause 30.

The follow-up shall cover the full three-week periods from January to January. The follow-up period shall begin from the first full three-week period in January and end on the first three-week period that ends in the January of the following year.

### EXAMPLE

The first three-week period starting in January begins on 4 January 2021. This marks the beginning of the follow-up period, which will end on 16 January 2022. Therefore, the length of the follow-up period is 18 three-week periods. If the agreed average minimum working hours of the supervisor are 90 hours in three weeks, the materialised working hours in the entire follow-up period must amount to at least  $18 \times 90$  hours = 1,620 hours. Paid absences also count as hours.

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### Follow-up periods in 2021 and 2022

<b>Start of three-week period</b>	<b>End of three-week period</b>	<b>Number of three-week periods</b>	<b>Next follow-up period begins</b>
4 January 2021	16 January 2022	18	17 January 2022
11 January 2021	2 January 2022	17	3 January 2022
18 January 2021	9 January 2022	17	10 January 2022
25 January 2021	16 January 2022	17	17 January 2022

### Follow-up periods in 2022 and 2023

<b>Start of three-week period</b>	<b>End of three-week period</b>	<b>Number of three-week periods</b>	<b>Next follow-up period begins</b>
3 January 2022	15 January 2023	18	16 January 2023
10 January 2022	1 January 2023	17	2 January 2023
17 January 2022	8 January 2023	17	9 January 2023
24 January 2022	15 January 2023	17	16 January 2023
31 January 2022	1 January 2023	16	2 January 2023

A workplace-specific agreement can be made in line with clause 31 to allow for a different follow-up period (for example, from April to April).

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

If the number of working hours falls short of the agreed minimum, the employer shall compensate the supervisor for the shortfall. However, there shall be no compensation obligation if the agreed working hours have fallen short for a reason attributable to the supervisor or due to an unpaid absence.



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

In fixed-term employment relationships, the minimum number of working hours in a three-week period must materialise during the term of employment.

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

The above provisions shall not apply to supervisors called in upon request.

A supervisor working 90 or 106.5 hours (changing to 105 hours as of 1 January 2022) in a three-week period on the basis of clause 13(4) or 13(5) of the Collective Agreement shall not qualify as a part-time supervisor.

### 3. Length of a working shift

One shift must be at least four hours. At the supervisor's request or for justified reasons, a shift can be shorter than this. Justified reasons may include the need for workforce depending on the demand for services, the opening or service hours of the establishment, or the short-term duration of the work. The reason should be explained to the supervisor before the roster is drawn up.

The length of a shift must not exceed 10 hours. With the supervisor's consent, the shift can be longer. The supervisor must not be assigned an unreasonable number of ten-hour shifts. At the supervisor's request or with the supervisor's consent, successive 10-hour shifts can be arranged. However, there must be no more than 16 working hours in a 24-hour period.

#### **4. Breaks for rest**

The break between shifts shall be at least 11 hours unless otherwise agreed with the supervisor. In any case, the minimum duration of the break for rest shall be 8 hours. If there are 10-hour shifts on two successive days, the break for rest between the shifts must be at least 11 hours.

If the daily uninterrupted working hours exceed six hours, the supervisor must be provided with the coffee break described in subclause 5 and at least another 30-minute break for rest or, taking the pace of work into consideration, a sufficiently long break during the working hours for a meal in a suitable place.

The break for rest shall not be calculated as part of the working hours if the supervisor 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 supervisor 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 supervisor must have at least one coffee break. The break shall be counted as working time and, therefore, the supervisor shall not be allowed to leave the workplace without the employer's consent.

If no actual break can be given for reasons related to work arrangements, the supervisor must have the opportunity to consume refreshments while working.

## Clause 9 Organisation of working hours

### 1. Working week

The working week shall begin on Monday at 00.00 and end on Sunday at 24.00.

A three-week period can include a maximum of 15 working days.

### 2. Days off

For each week of five working days, a supervisor shall earn two days off: one shall be a weekly rest day ('V') lasting at least 30 hours, and the other shall be an additional day off ('X') lasting at least 24 hours.

The following are considered equivalent to working days: an X day off postponed from one week to another, an adjustment day off to balance out the working hours, days off in lieu of the holiday bonus, and a day of annual leave noted on the roster.

A weekly rest day (V) must be given for each full week of work. The additional day off X can be given either during the earning week or in combination with 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 shall be combined with a V day whenever possible.

The interval between days off must not exceed seven working days. At the supervisor's initiative, an agreement can be made to deviate from this provision.

Supervisors may have no more than five consecutive shifts in which at least three hours of work are scheduled between 11 pm and 6 am (night shifts). After a supervisor has worked five consecutive night shifts, two further night shifts may be assigned to the supervisor, but only if he/she consents to this on a case-by-case basis.

The parties recommend a rotating system for days off.

A shift preceding days off shall be arranged so that it is a morning shift, and the shift after the days off shall be an evening shift, if there is an even num-

ber of successive days off. This provision shall apply to workplaces that are open every day of the week with work done in two or three shifts, as well as in other workplaces if possible. If the shifts between days off include only 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. In accordance with clause 31 of this Collective Agreement, it is possible to make workplace-specific agreements on combinations with Sunday and Monday off.

This provision shall apply to supervisors entitled to earn V and X days off.

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

When agreeing on an annual working hours system under clause 13(3) of the Collective Agreement, it is also possible to agree with the supervisor on weekend days off following a system deviating from this provision.

## **Clause 10 Roster**

The roster must be drawn up in advance and placed on the notice board or other similar place accessible to the supervisors no later than one week prior to the beginning of the three-week period, unless otherwise agreed for the specific workplace under clause 31.

The roster must not be written in pencil.

A three-week period shall always start on a Monday. The period shall not be interrupted at the year's end.

The roster shall include the start and end times of the work and the days off.

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

If a three-week period is incomplete due to the start or end of the employment contract or an unpaid absence, the regular working hours may average no more than 7.5 hours per working day.

## Clause 11 Special public holidays

### Christmas Eve and Christmas Day

The evening shift on Christmas Eve and the entire day on Christmas Day shall be days off if the supervisor so requests one week prior to the drafting of the roster that includes the Christmas period.

Exceptions to the above are hotels and accommodation establishments, seasonal restaurants, traffic station restaurants, hospital and service station cafeterias, and staff restaurants.

## Clause 12 Annual leave system (VV)

### 1. System coverage

The annual leave system covers full-time and part-time supervisors.

The system shall not apply to working time schemes equivalent to threeshift work as per clause 13(5) of the Collective Agreement, nor shall it apply to working time in offices in accordance with the protocol on clerical workers.

### 2. Accruing annual leave

Supervisors shall accrue annual leave based on the actual number of working hours in a calendar year. The supervisor begins to accrue working hours that carry an entitlement to annual leave after two months of employment (known as the qualifying period).

#### EXAMPLE

AA supervisor's employment relationship began on 21 December 2020. The supervisor begins to accrue working hours carrying an entitlement to annual leave as of 21 February 2021.

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The supervisor accrues one day of annual leave for each 220 working hours. A maximum of seven (7) days of annual leave can be accrued each calendar year.

**As of 1 January 2022**, supervisors will accrue one day of annual leave for each 200 working hours. After working 1,400 hours, the accrual threshold is 140 hours, and after working 1,540 hours, the accrual threshold is 100 hours (see the table below). A maximum of nine (9) days of annual leave can be accrued each calendar year.

Periods of absence from work shall not accrue hours carrying an entitlement to annual leave. However, for shop stewards and occupational safety representatives, job release time as referred to in clause 39 of the Collective Agreement shall be considered equivalent to working time.

**As of 1 January 2022**, the hours of annual leave taken as time off shall be considered equivalent to working hours for the purpose of accruing annual leave.

Leave is accrued as followed in one calendar year (2021):

Actual number of working hours	Number of days of annual leave
220	1
440	2
660	3
880	4
1100	5
1320	6
1540	7

Leave is accrued as followed in one calendar year (2022):

Actual number of working hours	Number of days of annual leave
200	1
400	2
600	3
800	4
1000	5
1200	6
1400	7
1540	8
1640	9

### 3. Granting annual leave

Days of annual leave can be granted as soon as they are accrued. However, all of the accrued annual leave must be granted as time off by the end of the calendar year after the year in which it was accrued.

When annual leave is scheduled on the roster, the supervisor should be given the chance to express his/her opinion on the timing of the annual leave.

Annual leave shall be granted in the form of full days off, which shall not reduce the number of other days off. Days of annual leave shall be considered equivalent to working days for the purpose of accruing X and V days and annual holiday.

A day of annual leave (VV) entered on the roster has a shortening effect of 7.5 hours. The length of a day of annual leave must be at least 24 hours.

#### EXAMPLE

A full-time supervisor working 112.5 hours in a three-week period has one day of annual leave in the period. The day of annual leave reduces the working time in the period by 7.5 hours, leaving 105 working hours in the three-week period. In addition to the day of annual leave, the period may contain 14 working days, 3 V days off and 3 X days off.

At the initiative of a full-time supervisor, an agreement may also be made to grant a day of annual leave in the form of reduced working hours or to pay 7.5 hours of the basic wage in lieu of the day of annual leave. Such agreements, made at the supervisor's initiative, must be made separately for each day of annual leave accrued.

In lieu of granting a day of annual leave to a part-time supervisor, the supervisor may be paid 7.5 hours of the basic pay on the payday after the day of annual leave was accrued.

**As of 1 January 2022**, days of annual leave earned by part-time supervisors should also be granted primarily in the form of paid days off of 7.5 hours in length unless an agreement is reached at the supervisor's initiative to pay the supervisor a sum corresponding to 7.5 hours of the basic pay instead of granting time off.

#### **4. Pay for a period of annual leave**

Supervisors shall be paid the basic pay for a day of annual leave entered on the roster. When an employment relationship ends, cash shall be paid in lieu of any unused days of annual leave (7.5 hours of the basic wage for each day of annual leave accrued).

#### **5. Annual leave and regular night work in accordance with clause 13(4) of the Collective Agreement**

The accrual threshold for annual leave applying to supervisors working regular night shifts in accordance with clause 13(4) of the Collective Agreement shall be 210 hours. Supervisors working at night may accrue up to six (6) days of annual leave per calendar year. An individual day of annual leave shall reduce the working time by five (5) hours..

**As of 1 January 2022**, the accrual threshold shall be 160 hours. Supervisors working at night may accrue up to eight (8) days of annual leave per calendar year. An individual day of annual leave shall reduce the working time by six (6) hours.

#### **6. Staff restaurants**

In staff restaurants, a local agreement may be made in accordance with clause 31 of the Collective Agreement to use a midweek public holiday and working time reduction arrangement for weeks that include a midweek public holiday instead of an annual leave system. However, the annual working time should not exceed the amount that would have occurred using three-week periods of 112.5 hours and an annual leave system.



## Clause 13 Specific working hour schemes for full-time supervisors

### 1. Working time adjustment system

#### 1. Regular working hours and adjustment period

The regular working hours of a full-time supervisor with a monthly salary can be arranged to consist of 112.5 hours on average so that the working hours are adjusted to such a number over a maximum of six (6) successive three-week periods (the adjustment period). The regular working time in any one three-week period must not exceed 130 hours.

The length of the adjustment period and 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, a 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 equivalent to a working day in the calculations of X and V days and annual holidays.

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

The working hours shall be adjusted during the adjustment period either by shortening the daily working hours or by granting separate adjustment days off. During an adjustment period, however, the supervisor must get at least three (3) adjustment days off if that is possible within the accumulated hours. The adjustment days off (TS) shall be marked in the roster and shall be considered equivalent to working days in the calculation of accrued X and V days 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.

On the aforementioned principles, the system may be applied to working time schemes equivalent to three-shift work in accordance with clause 13(5) of the Collective Agreement but not to regular night work in accordance with clause 13(4) of the Collective Agreement.

**EXAMPLE 1. ADJUSTMENT OF WORKING TIME**

The length of the adjustment period is 6 three-week periods. The number of working hours in an adjustment period totals  $6 \times 112.5 \text{ hours} = 675 \text{ hours}$ . During the adjustment period, a total of 4 adjustment days off have been given.

<b>Period 1: 117 hours.</b>	<b>Period 2: 130 hours.</b>	<b>Period 3: 120 hours.</b>
3 X days off	1 X day off	3 X days off
3 V days off	3 V days off	3 V days off

  

<b>Period 4: 85 hours.</b>	<b>Period 5: 120 hours.</b>	<b>Period 6: 102 hours.</b>
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	1 adjustment day off	

**2. Impact of absences**

For absences, the working hours stated on 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 7.5 hours per working day and 37.5 hours per working week. For annual holidays, the shortening impact of the annual holidays as per clause 28(5)(8) of the Collective Agreement is included in the calculation of working hours done, and for each day of annual holiday, the impact is 7.5 hours.

For the working time schemes referred to in clause 13(5) of the Collective Agreement, the impact of absences shall be considered according to the working time scheme in question.

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

The work in excess of 130 hours in a three-week period shall be subject to compensation as additional and overtime work as follows:

- 7.5 hours of additional work at the normal hourly wage
- the normal pay plus 50% for the following 18 hours and
- the normal pay plus 100% for all hours of work thereafter.

The hours entitling the supervisor 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 supervisor before the working hours have been adjusted to the maximum regular working hours, the deficit in working hours can be deducted from the supervisor's pay. In the event of a surplus, the supervisor shall be paid at the normal hourly rate.

If the employment ends for a reason attributable to the employer, the deficit shall not be deducted. Compensation shall be paid for any additional work and overtime beyond the average regular maximum working hours as follows:

- up to an average of 120 hours: additional work at the normal hourly pay
- subsequent hours: half at the normal pay plus 50%, and half at the normal pay plus 100%.

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

The employment of a supervisor with a full-time 112.5-hour contract ends in the middle of an 18-week adjustment period after 3 three-week periods for a reason attributable to the employer.

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Period 1: 130 hours.

Period 2: 128 hours.

Period 3: 108 hours.

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The total working time during the periods is 366 hours, giving an average of 122 hours per three-week period. In this case, the average amount of additional work per period is 7.5 hours (120 – 112.5), and there are 3 full periods. The supervisor shall be paid for additional work as follows:  $3 \times 7.5$  hours = 22.5 hours. In each period, there are 2 hours of overtime (122 – 120) on average, in other words, 6 hours in all ( $3 \times 2$ ), with the compensation for one half (3 hours) at the normal pay plus 50% and the other half (3 hours) at the normal pay plus 100%.

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## 5. End of adjustment period

Any deficit in working hours for a reason attributable to the supervisor can be deducted from the supervisor's pay at the end of the adjustment period. If there is any surplus of working hours at the end of the adjustment period, compensation shall be paid for the working hours done in excess of the regular maximum working hours in the adjustment period as follows:

- 7.5 hours of additional work at the normal hourly wage
- the normal pay plus 50% for the following 18 hours and
- the normal pay plus 100% for all hours of work thereafter

The surplus or deficit in working hours cannot be carried over 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 6 three-week periods, with the regular maximum working hours in the adjustment period amounting to 675 hours. Before the beginning of the last three-week period, the supervisor had worked for 625 hours. Therefore, there would be 50 hours available for the last three-week period (675 – 625 hours). However, the supervisor worked for 81 hours during the last period, and compensation shall be paid for the additional and overtime work (81 – 50 = 31 hours) as follows:

- 7.5 hours of additional work at the normal hourly wage
  - the normal pay plus 50% for 18 hours and
  - the normal pay plus 100% for 5.5 hours.
-

## 2. Working time adjustment system based on a local agreement

### 1. Regular working hours and adjustment period

A local agreement may be made in accordance with clause 31 of the Collective Agreement to adjust the working hours of a full-time supervisor with a monthly salary to 112.5 hours over a maximum of nine (9) three-week periods (adjustment period).

The regular working time in any one three-week period must not exceed 136 hours.

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

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

The X days can be postponed within the adjustment period, and the postponed X day shall be granted in connection with other days off. The postponed X day is equivalent to a working day when X and V days off and annual holidays are accrued.

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

The working hours shall be adjusted during the adjustment period either by shortening the daily working hours or by granting separate adjustment days off. During an adjustment period, however, the supervisor must get at least five (5) adjustment days off if that is possible within the accumulated hours. The adjustment days off (TS) shall be marked in the roster and considered equivalent to working days in the calculation of accrued X and V days 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.

On the aforementioned principles, the system may be applied to working time schemes equivalent to three-shift work in accordance with clause 13(5) of the Collective Agreement but not to regular night work in accordance with clause 13(4) of the Collective Agreement.

**EXAMPLE 1. ADJUSTMENT OF WORKING TIME**

The length of the adjustment period is 9 three-week periods. The number of working hours in an adjustment period totals  $9 \times 112.5 \text{ hours} = 1,012.5 \text{ hours}$ . 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.

<b>Period 1: 136 hours.</b>	<b>Period 2: 136 hours.</b>	<b>Period 3: 125 hours.</b>
1 X day off	1 X day off	2 X days off
3 V days off	3 V days off	3 V days off
<b>Period 4: 125 hours.</b>	<b>Period 5: 122 hours.</b>	<b>Period 6: 80 hours.</b>
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
<b>Period 7: 90 hours.</b>	<b>Period 8: 87.5 hours.</b>	<b>Period 9: 111 hours.</b>
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**

For absences, the working hours stated on 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 7.5 hours per working day and 37.5 hours per working week. For annual holidays, the shortening impact of the annual holidays as per clause 28(5)(8) of the Collective Agreement is included in the calculation of working hours done, and for each day of annual holiday, the impact is 7.5 hours.

For the working time schemes referred to in clause 13(5) of the Collective Agreement, the impact of absences shall be considered according to the working time scheme in question.

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

The work in excess of 136 hours in a three-week period shall be subject to compensation as additional and overtime work as follows:

- 7.5 hours of additional work at the normal hourly wage
- the normal pay plus 50% for the following 18 hours and
- the normal pay plus 100% for all hours of work thereafter.

The hours entitling the supervisor 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 supervisor before the working hours have been adjusted to the maximum regular working hours, the deficit in working hours can be deducted from the supervisor's pay. In the event of a surplus, the supervisor shall be paid at the normal hourly rate.

If the employment ends for a reason attributable to the employer, the deficit shall not be deducted. Compensation shall be paid for any additional work and overtime beyond the average regular maximum working hours as follows:

- up to an average of 120 hours: additional work at the normal hourly wage
- overtime pay for subsequent hours: half at the normal pay plus 50%, and half at the normal pay plus 100%.

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

The employment of a supervisor with a full-time 112.5-hour contract ends in the middle of a 27-week adjustment period after 3 three-week periods for a reason attributable to the employer.

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Period 1: 136 hours.	Period 2: 128 hours.	Period 3: 102 hours.
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The total working time during the periods is 366 hours, giving an average of 122 hours per three-week period. In this case, the average amount of additional work per period is 7.5 hours (120 – 112.5), and there are 3 full periods. The supervisor shall be paid for additional work as follows:  $3 \times 7.5 \text{ hours} = 22.5 \text{ hours}$ . In each period, there are 2 hours of overtime (122 – 120) on average, in other words, 6 hours in all ( $3 \times 2$ ), with the compensation for one half (3 hours) at the normal pay plus 50% and the other half (3 hours) at the normal pay plus 100%. 100%.

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### 5. End of adjustment period

Any deficit in working hours for a reason attributable to the supervisor can be deducted from the supervisor's pay at the end of the adjustment period. If there is any surplus of working hours at the end of the adjustment period, compensation shall be paid for the working hours done in excess of the regular maximum working hours in the adjustment period as follows:

- 7.5 hours of additional work at the normal hourly wage
- the normal pay plus 50% for the following 18 hours and
- the normal pay plus 100% for all hours of work thereafter.

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



### EXAMPLE 3. ADDITIONAL OR 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 1,012.5 hours. Before the beginning of the last three-week period, the supervisor had worked for 950 hours. There would be 62.5 hours (1,012.5 – 950) available for the last three-week period. However, the supervisor worked for 95 hours during the last period, and compensation shall be paid for the additional and overtime work (95 – 62.5 = 30 hours) as follows:

- 7.5 hours of additional work at the normal hourly wage
- the normal pay plus 50% for 18 hours and
- the normal pay plus 100% for 7 hours.

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

### 1. Introduction of the system, joining and leaving the system

1. The introduction of a working hours system must be locally agreed with the shop steward in accordance with clause 31 of the Collective Agreement.
2. The system may be applied to full-time supervisors with indefinite employment relationships or fixed-term employment relationships lasting at least one year..
3. If an annual working hours system is in use, the working hours shall be adjusted to the maximum of 112.5 hours per three-week period over the course of up to one year.
4. The employer and supervisor shall make a separate written agreement on the supervisor’s inclusion in the system. When the supervisor joins the system, the parties agree on the length of the adjustment period, as well as on the maximum number of hours in a three-week period according to subclause 2.1. At the same time, the preliminary timing of adjustment days off shall be agreed.

- For an individual supervisor, 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 supervisor shall agree on which sums of money the supervisor wishes to include in the system, in addition to working hours, to be converted into adjustment days off.
  6. The employer will inform the shop steward representing the supervisor about the agreements made with the supervisors joining the system.
  7. A supervisor in the system can be laid off only for a compelling, unforeseeable reason unrelated to the supervisor or the employer.
  8. The shop steward or the employer may terminate the system with three months' notice, and the ongoing system shall be used until the end of the adjustment period.
  9. A supervisor or the employer can terminate the system for the specific supervisor with three months' notice, and the ongoing system shall be used until the end of the adjustment period.
  10. For health reasons confirmed by the occupational health care service in relation to the supervisor's ability to cope with his/her work, the employer or the supervisor may terminate the system for a specific supervisor with a maximum of one (1) month's notice, after which the system shall no longer be used.
  11. If the use of the annual working hours system and the adherence to the system was a precondition for an indefinite employment contract and the termination of the system or the supervisor's exit from it has led to a situation where it is no longer possible to offer every supervisor permanent work due to the seasonal nature of the work, any workforce reduction measures must be targeted primarily at supervisors whose permanent employment contracts required them to join the annual working time system.
  12. On the aforementioned principles, the system may be applied to working time schemes equivalent to three-shift work in accordance with clause 13(5) of the Collective Agreement but not to regular night work in accordance with clause 13(4) of the Collective Agreement.

## 2. Organisation of working hours

1. The maximum regular working time in a three-week period shall be 150 hours.
2. The working time in excess of 112.5 hours in a three-week period shall be postponed and given as days off during the adjustment period.
3. The working time shall be arranged in accordance with clauses 8 and 9 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
  - the minimum uninterrupted daily working time is 4 hours.
4. The starting and ending times of the applicable adjustment period must be shown on the roster.
5. The roster shall be drawn up for at least three weeks at a time in line with clause 10 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 shall be included in the calculation of the working hours. For sick leave days, the working hours are, irrespective of the roster, calculated as 7.5 hours per working day and 37.5 hours per week.

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

1. Supervisors shall be paid a 100% supplement for work done in excess of 150 hours of working time in a three-week period.

## 4. Items transferred to the system

1. In addition to working time in excess of 112.5 hours or short of 112.5 hours (known as minus hours), the adjustment system can include various sums of money converted into working hours if an agreement is made on this matter.
2. Such items can include working hour remuneration (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 annual leave and saved days of annual holiday.

## 5. Adjustment within the system

1. The The working hours transferred to the system in excess of 112.5 hours and the sums of money converted into working hours shall be given as full days off (adjustment days off) during the adjustment period. At the supervisor's initiative, a different agreement can be made on 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 7.5 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 a three-week period, a supervisor has worked 150 hours, including two 7.5-hour Sunday shifts. The supervisor's wage is €15 per hour. An agreement has been made to transfer the remuneration for Sunday work into the system. The total transfers into the adjustment system are  $(150 - 112.5 =) 37.5$  hours +  $15 \times €15$  (€225), which is converted into 15 hours. In total, the system thus includes a transfer of 52.5 hours to be given as days off. The working time is adjusted by giving the supervisor 7 full days off during the balancing period at a time agreed upon by the parties.

## 6. Remuneration

1. For the days off, the supervisor receives the wages in force at that time.
2. If the supervisor's tasks change after the working hours and/or items in money are transferred into the system in such a way that the pay at the time of the days off is lower than earlier, the supervisor shall be paid for the days off at the rate that was in force when the days off were earned, including any supplements according to the Collective Agreement.

## **7. Sickness during the adjustment days off**

1. If the supervisor falls ill during the adjustment days off, he/she shall be entitled to interrupt the days off for the length of the sick leave, and the absence shall be treated as sick leave as of the following day. The supervisor must present documentation of the illness as per the collective agreement, informing the employer of his/her wish to suspend the adjustment days off.
2. The employer shall decide when the supervisor can take the adjustment days off that are transferred in this way. 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. Discontinuation 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 supervisor before the working hours have been adjusted to the maximum regular working hours, the deficit in working hours can be deducted from the supervisor's pay. In the event of a surplus, the supervisor shall be paid at the normal hourly rate.
2. If the balancing system is terminated for a reason attributable to the employer, the deficit will not be deducted. The supervisor shall be compensated for any surplus hours as agreed when the adjustment system was discontinued.

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

1. If the overtime in a period has been paid out in cash as per subclause 3, the hours compensated as overtime shall not be taken into account in the calculation of the total working hours in a balancing period.
2. If there are accumulated deficits attributable to the supervisor at the end of the adjustment period, such deficits can be deducted from the supervisor's wages.
3. If there are surplus hours at the end of the balancing period, the supervisor shall be compensated as follows:

- The number of working hours shall be divided by the total number of working days and balancing days off taken
- work in excess of the average of 7.5 hours per day shall be subject to compensation up to 8 hours with the payment for 0.5 hours of additional work at the normal hourly wage
- work in excess of the average of 8 hours per day will be compensated up to 10 hours at the overtime rate of the normal pay plus 50%
- work in excess of the average of 10 hours will be compensated at the normal pay plus 100%..

## 10. Working hours register

In addition to the working hours register referred to in the Working Hours Act, the employer must keep supervisor-specific records on the accumulated hours transferred into the balancing system as well as the grounds for these.

## 4. Regular night work

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

A supervisor with a monthly salary shall have 90 working hours in three weeks with no deduction of the full monthly salary if: if:

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

### 2. Additional work and overtime

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. Remuneration

The hourly wages of the part-time supervisor covered by this working hours system shall be calculated by dividing the monthly wages by 127.

A supervisor entitled to receive the time compensation under this system shall not be paid any evening or night work supplements.

### 4. Working time adjustment system agreed locally with a night supervisor

A local agreement may be made in accordance with clause 31 of the Collective Agreement to adjust the working hours of a full-time night supervisor with a monthly salary to 90 hours over two consecutive three-week periods (adjustment period).

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

The additional day off (X) can be given either during the earning week or in combination with another day off during the same three-week period.

The working time shall be adjusted during the adjustment period by granting separate adjustment days off. The adjustment days off shall be marked in the roster and considered equivalent to working days in the calculation of accrued X and V days and annual holidays, as well as in the pay for a partial month. Adjustment days off must not overlap other days off and annual holidays.

For absences, the working hours stated on 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 shall amount to 6 hours per working day (30 hours per working week). For annual holidays, the shortening impact (6 hours) of the annual holidays as per clause 28(5)(8) of the Collective Agreement is included in the calculation of working hours done, and for each day of annual holiday, the impact is 5 hours (6 hours as of 1 January 2022).

If the employment ends in the middle of the adjustment period for a reason attributable to the supervisor before the working hours have been adjusted

to the maximum regular working hours (180 hours), the deficit in working hours can be deducted from the supervisor's pay. Any surplus hours shall be compensated at the normal hourly wage.

If the employment ends for a reason attributable to the employer, any deficits shall not be deducted. Compensation shall be paid for any additional and overtime work in compliance with the provisions on the adjustment system in clause 13(1) of the Collective Agreement.

The work in excess of 120 hours in a three-week period shall be subject to compensation as overtime work as follows: 18 hours at the normal pay plus 50%, and any further hours at the normal pay plus 100%.

Any deficit in working hours for a reason attributable to the supervisor can be deducted from the supervisor's pay at the end of the adjustment period. At the end of the adjustment period, compensation shall be paid for hours worked in excess of the maximum regular working time (180 hours) as follows: 18 hours at the normal pay plus 50%, and any further hours at the normal pay plus 100%.

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

## 5. Work comparable to three-shift work

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

The working hours of an supervisor with a monthly salary are 106.5 hours in a three-week period (**from 1 January 2022** 105 hours in a three-week period) with no deduction of the full monthly wages if the supervisor works at an establishment that is open:

- at all times of day and
- on all days of the week.

The shifts must also be arranged at all times of day and on all days of the week.

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



If an supervisor who is otherwise in a normal working hours system (112.5 hours) alternates with at least six night shifts of an supervisor entitled to time compensation for night work (90-hour system) in three weeks, he/she shall become entitled to the shortening of working hours in this system, meaning his/her working hours are 106.5 (105) hours in three weeks.

The above shortening of working hours shall not be applied to a supervisor working at a motorway traffic and service station with a grocery store with at least 2,000 articles if

- the employment relationship starts after 1 May 2010 or
- the working hours format changes after 1 May 2010.

## **2. Implementation of the shortening**

The shortening shall be implemented such that working hours are 106.5 (105) hours in three weeks. Part of the shortening of working hours shall be granted as 8 adjustment days off in a year.

Annual days off are not earned in this working hours format.

Adjustment days off shall be considered equivalent in full to working days and may not overlap with earned days off or annual holidays.

## **3. Additional work and overtime**

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

Additional work is work done in a three-week period in excess of 106.5 (105) hours up to 120 hours.

## **4. Wages**

The hourly wages of a part-time supervisor covered by this working hours system shall be calculated by dividing the monthly wages by 149.

If sick pay is paid, adjustment days shall be considered equivalent to working days.

## 4. Remuneration

### Clause 14 Form of pay

A full-time supervisor shall be paid a monthly salary.

A part-time supervisor shall be paid an hourly wage. The hourly wage is obtained by dividing the monthly salary by 159.

### Clause 15 Determining the amount of pay

#### 1. Seniority

When calculating the period of experience referred to in the pay scale, the length of time spent working in equivalent positions shall be taken into account in full.

The time spent working in other positions is taken into account to a reasonable extent if the work corresponds partly to the professional experience required.

In addition to time spent at work, time equivalent to working time is taken into account as per section 7 of the Annual Holidays Act.

The requirement for one year of seniority is:

- one year of work if the average minimum working time is 60 hours or more per three-week period;
- two years of work if the average minimum working time is less than 60 hours per three-week period.

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

The employer and the supervisor shall clarify the working experience to be taken into account when they sign the employment contract, and no later than on the first payday.

If clarification is presented after this date, it shall not entitle the employee to have the prior work experience taken into account.

If clarification is presented after this date, it shall not entitle the supervisor to have the prior work experience taken into account.

If a supervisor transfers to a new position in a more demanding wage category, the new pay scale shall be determined according to the higher year of seniority closest to the former pay scale.

## 2. Wage categories

Wage categories	
1	Shift manager ( <i>cafeterias, fast food restaurants and restaurants where no alcohol is served or establishments licensed to serve alcoholic beverages of no more than 5.5% ethyl alcohol by volume</i> )
2	Floor attendant and head cleaner, bartender
3	Shift manager, shift supervisor, head waiter ( <i>in places serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume</i> )  Reception manager
4	Cafeteria manager, staff restaurant manager, hall manager ( <i>cafeterias, fast food restaurants and restaurants where no alcohol is served or establishments licensed to serve alcoholic beverages of no more than 5.5% ethyl alcohol by volume</i> )
5	Chef de cuisine
6	Restaurant manager, responsible attendant in a restaurant serving alcohol ( <i>in places serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume</i> )

Application of supervisor pay scales requires the person to serve as a supervisor. The decisive work for the purpose of determining the pay scale is the work that the supervisor mainly performs.

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

If the responsible attendant is prevented from working for a longer period for reasons such as an annual holiday, the wage provisions of this Collective Agreement shall apply to the responsible attendant's deputy if the deputy acts as the responsible attendant on the basis of an agreement with the employer. Other than annual holidays, reasons for this shall include periods of at least two consecutive weeks in which the person is unable to work.

The minimum wages stated in the wage annex shall not apply to trainee supervisors. However, trainee supervisors shall be paid at least as much as the employee wage category for the corresponding position.

## **Clause 16 Factors increasing the pay**

### **1. Supplement for representing a licence holder (formerly known as the substitute to the responsible manager)**

When a person in a supervisory position in wage categories 1 or 2 acts as the representative of the licence holder in accordance with the Alcohol Act at a place serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume, the person shall be paid a supplement for representing the licence holder in line with the same principle as for employees.

### **2. Supplement for evening and night work**

The evening supplement shall be paid for work between 18.00 and 24.00 in accordance with the appended pay scales.

The night supplement shall be paid for work between 24.00 and 06.00 in accordance with the appended 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 2,000 articles, the work between 18.00 and 06.00 will entitle the supervisor to receive a grocery store supplement in accordance with the appended pay scales. If the floor area of the grocery store exceeds 400 m<sup>2</sup>, supplements shall be paid according to the Collective Agreement for the Commercial Sector in force at the time, and the Sunday work provisions of the same Agreement shall apply. The evening and night supplement referred to in subclause 2 shall not be payable for the hours with the above supplement.

A time compensation system comparable to three-shift work under the Collective Agreement (known as a 106.5-hour system) shall not apply to a motorway traffic station covered by this supplement if

- the employment started 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 supervisor shall receive the basic wages, evening and night supplements, as well as the supplement for representing the licence holder with a 100% increase

- on a Sunday
- on other religious public holidays
- on May Day (1 May)
- on Independence Day (6 December).

2. For work on holiday eves after 15.00, the supervisor shall receive the basic wages, as well as the evening supplement and the supplement for representing the licence holder with a 50% increase

- on New Year's Eve
- on Easter Saturday
- on May Day eve (30 April)
- on Midsummer's Eve
- on Christmas Eve (24 December).

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

## Clause 18 Additional work and overtime

### 1. Additional work

Additional work is work done in excess of the working hours marked in the roster, up to the limit of 120 hours in a three-week period.

Additional is subject to the supervisor's consent.

The remuneration for additional work hours shall be the basic hourly wage.

### 2. Overtime

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

Overtime is subject to the supervisor's consent.

The overtime supplement paid for the first 18 hours in excess of 120 hours shall be the normal pay plus 50%, and thereafter the normal pay plus 100%.

When calculating the additional and overtime work supplements, the working hours in the period shall not include the working hours done on V or X days or annual leave for which separate compensation is paid in accordance with clause 19 of the Collective Agreement.

The adjustment period in accordance with section 18 of the Working Hours Act (1 January 2020) is 12 months

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

The time entitling the supervisor to receive additional and overtime work supplements for a three week period that is incomplete due to the short duration of employment, sickness or other similar reasons known before the roster is drawn up shall be calculated as follows:

#### A. for additional work:

- the number of hours by which the average working time is more than 7.5 hours per working day
- for hours in excess of 7.5 hours up to 8 hours: basic hourly wages

**B. for overtime work:**

- the number of hours by which the average working time is more than 8 hours per working day
- for the first two hours in excess of 8 hours: normal pay plus 50%
- for subsequent hours: normal pay plus 100%.

If the three-week period is not complete for a reason not known before the roster was drawn up, no overtime shall be 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.

However, the calculation rule for a non-complete period shall not apply to a period that is incomplete due to annual holidays. Instead, the provisions of clause 28(8) of the Collective Agreement shall apply.

**Clause 19 Work done on a day off**

Work on a V or X day or a day of annual leave shall be subject to an agreement between the supervisor and the employer.

The pay for work done on a V day shall be the normal pay plus 100%.

The pay for work done on an X day and a day of annual leave shall be the normal pay plus 50%.

Any supplement paid for representing the licence holder shall also be increased accordingly

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

- a Sunday
- another church holiday
- May Day (1 May)
- Independence Day (6 December).

The hours worked on V or X days off or days of annual leave shall not be taken into consideration when calculating the total number of hours.

The supervisor shall be compensated for the additional day off (X) not received due to a non-complete three-week period by having the pay for one working day increased 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 supervisor to agree that the pay for additional work or overtime or work on V or X days off or days of annual leave can be taken as corresponding days off, either in part or in full, during the supervisor'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 upon the timing of the days off. If no agreement can be reached, the employer shall determine the timing of the days off unless the supervisor demands remuneration instead.

## **Clause 21 Payment of salary supplements as separate monthly remuneration**

An agreement can be made with supervisors and responsible attendants on the payment of the supplements and increases stated below at a separate, fixed monthly rate of remuneration.

These supplements and increases are as follows:

- Additional work remuneration
- Overtime remuneration
- Sunday work remuneration
- Evening and night supplements
- Holiday eve supplement
- Supplement for representing the licence holder.



The fixed monthly remuneration must cover the aforementioned supplements and increases when calculated in accordance with the Collective Agreement and compared with the actual working hours.

The separate, fixed monthly rate of remuneration cannot include the compensation payable for weekly rest days, additional days off or days of annual leave.

The separate, fixed monthly rate of remuneration must be taken into consideration in conjunction with pay rises as part of the personal remuneration. The separate, fixed monthly rate of remuneration must be taken into consideration when determining the annual holiday pay or compensation.

#### EXAMPLE

An agreement has been made with a reception manager that he/she will be paid separate, fixed monthly remuneration in the amount of EUR 240 in addition to the monthly salary. Therefore, fixed monthly remuneration was paid in the amount of EUR 2,880 in the calendar year. The total amount of supplements and compensation calculated according to the actual number of working hours entitling the supervisor to supplements and compensation was EUR 2,930. The supervisor shall be paid EUR 50 to make up the shortfall.

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## Clause 22 Payment of wages

### 1. Payment of wages

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

The wages shall 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 a supervisor with a monthly salary, the above 'basic wages' refers 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 31 of the Collective Agreement.

The wages shall 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 three-week periods ending in the calendar month are paid no later than the 10th day of the following month.

The supervisor must have access to the wages on the due 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 payment date shall be 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 shall be calculated by:

- dividing the monthly salary by 21 to give the daily pay; and
- multiplying the daily pay by the number of working days included in the roster for the paid period as well as adjustment days off and days off in lieu of the holiday bonus.

If a supervisor with a monthly salary works regularly for less than five days a week, the monthly salary divisor shall be determined in proportion to the number of weekly working days.

### EXAMPLE

A supervisor with a monthly salary regularly works on three days a week. The monthly salary divisor is determined as follows:  $3 / 5 \times 21$

If an unpaid 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 23 Absence due to illness

#### 1. Conditions for payment of wages

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

- the supervisor's employment has lasted at least a month; and
- the supervisor is prevented from working due to an illness or accident; and
- the supervisor has not caused the incapacity for work intentionally or through gross negligence; or
- quarantine has been imposed on the supervisor in accordance with the Communicable Diseases Act.

#### 2. Notification obligation and certificate of incapacity for work

The supervisor shall be obliged, personally and without delay, to notify the employer or their representative if the supervisor falls ill. The personal information must be provided according to the instructions given by the employer. If the supervisor fails to inform the employer without delay, either wilfully or through negligence, the obligation to pay wages or salary shall begin when the notification is made.

A medical certificate or other attestation of the incapacity for work, such as is acceptable to the employer, must be provided upon request. If the employer designates a doctor to be consulted, the employer shall pay the costs of the medical certificate.

For illnesses lasting no longer than three calendar days, the attestation can also be a certificate from an occupational health care nurse, public health nurse or registered nurse, provided that

- the illness in question is of epidemic nature (such as a cold or stomachbug); and

- the employer has not organised occupational healthcare with medical service; and
- despite requests, the supervisor has not been able to make an appointment with a public health doctor due to an urgent need for care or for any other compelling reason.

If the illness persists or recurs within 30 days of the end of the previous period of incapacity for work, a medical certificate must be presented upon request.

If required by the employer, a supervisor must have other medical check-ups with the employer's own doctor or one nominated by the employer, and the employer shall pay the costs of obtaining the medical certificate.

The supervisor on sick leave must follow the instructions for treatment and ensure that his/her actions do not delay the recovery of working capacity.

## **Clause 2 a Notification of absence due to illness by local agreement**

A local agreement can be made in accordance with clause 31 of the Collective Agreement on a procedure enabling supervisors to notify the employer of a short-term loss of working capacity and the reason for this without providing a certificate from a doctor or nurse to confirm the loss of working capacity. Such a workplace-specific agreement may be used for absences of up to three calendar days due to illness and only for short-term illnesses that do not require medical treatment (such as a cold or stomach bug).

The loss of working capacity must be reported without delay in accordance with clause 23(2) of the Collective Agreement.

The employer may require the supervisor to provide a medical certificate as of the first day of absence if this is considered necessary for justified reasons. Such reasons may be related to factors such as recurring short-term absences due to illness, the course of events in the workplace before the absence, or suspected substance abuse.

When agreeing on the procedure, the following may be taken into consideration:

- the objectives of the agreement
- whom the agreement applies to: for example, the procedure does not apply to people covered by referrals for treatment or employees with pre-existing working capacity problems
- how and to whom the notification should be made
- how long a person can be granted the right to an absence at any one time
- the validity of the procedure during the trial period
- compliance with the procedure when the absence due to illness coincides with days off or holidays
- forecasting misuse and the option of removing a supervisor from the scope of the procedure or deviating from the grounds for paying wages for the period of illness in the event of misuse
- what to do if an illness persists
- how many times per year a person can be absent using this procedure
- this procedure cannot be used to extend an absence prescribed by a doctor
- how the implementation of the agreement is monitored.

### 3. Pay period during sick leave

During sick leave, wages shall be paid according to the duration of the preceding employment as follows:

Duration of employment at the onset of illness	Length of paid period
Less than 1 month	–
1 month – 4 months	Qualifying period under the Health Insurance Act, which is the day of onset of illness plus the next 9 weekdays
over 4 months	28 calendar days
over 3 years	35 calendar days
over 5 years	42 calendar days
over 10 years	56 calendar days

If a supervisor is unable to do his/her work as a consequence of an occupational accident that occurred while working, the supervisor shall be paid a wage for the period of absence due to loss of working capacity in deviation from the foregoing table for a period of at least four weeks (28 calendar days) in accordance with the provisions stated herein, irrespective of the duration of employment. The daily allowance payable for this period according to the law shall be no more than the amount of salary or wage paid by the employer to the supervisor.

## 4. Amount of sick pay

### 1. Supervisors with monthly salaries

If A supervisor with a monthly salary shall be paid the basic monthly salary during the paid sick leave.

If the payment of the wages during illness is suspended or fully terminated, the pay for the partial month shall be calculated in accordance with clause 22(2) of the Collective Agreement.

## 2. Supervisors with hourly wages

A supervisor with hourly wages shall receive the basic hourly wages for the hours of work marked in the shifts.

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 7.5 hours per working day.

## 5. Payment of the wages during sick leave

The employer shall pay the wages for the period of sick leave directly to the supervisor and apply for the reimbursement of the supervisor's daily allowance after having obtained the necessary information and authorisation from the supervisor.

If the daily allowance under the Health Insurance Act is not paid out for a reason attributable to the supervisor, or it is paid in an amount less than normal, the employer's obligation to pay the wages shall be reduced by the withheld amount.

Any compensation (daily allowance or equivalent) that the supervisor receives for the same loss of working capacity and the same period shall be deducted from the sick pay if the compensation was paid:

- by a sickness fund receiving the employer's contribution
- on the basis of the Accident Insurance Act, Employee Pensions Act or Statutory Motor Vehicle Insurance Act or
- on the basis of another insurance policy paid for by the employer in whole or in part.

Under the law, daily sickness allowances are not paid to people aged over 68 or under 16 years of age. People in these age groups receive the full pay for the period of sick leave if the other payment requirements are met.



## 6. Recurrent illness

If a supervisor falls ill with the same illness within 30 days of the end of the previous incapacity period, remuneration for the sick leave shall be paid as follows:

- The absences shall be added together, and the wages shall be paid as if it were just one period of illness
- However, wages shall be paid for the days of work, balancing days off and days of annual leave that are shown on the roster and that coincide with the qualifying period under the Health Insurance Act (*which is, depending on the case, either the day of onset of illness or 1 + 9 weekdays*).

## Clause 24 Medical check-ups and examinations

### 1. Medical check-ups and examinations

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

- A medical examination that is required to diagnose an illness and the associated laboratory tests or X-ray examinations prescribed by a doctor
- Check-ups required to receive maternity allowance and the medical examinations preceding childbirth
- Breast cancer and cervical cancer screenings as per Government Decree 1339/2006
- For procedures necessitated by a sudden dental disease, if the disease has caused the loss of working capacity and treatment is required on the same day or during the same shift. Incapacity for work and emergency treatment shall be attested by a certificate issued by the dentist.

## 2. Statutory check-ups

Supervisors shall also be compensated for the loss of earnings if they have the following statutory check-ups and examinations:

- the check-ups included in the adopted occupational health care action plan as per the government decision on statutory occupational health care;
- examinations related to the Young Workers' Act or Radiation Act
- examinations required by legislation and resulting from the supervisor transferring to a new position within the company.

The employer shall pay the supervisor's direct travel expenses for these examinations or follow-up examinations, as well as a daily allowance if they are performed in another locality.

## Clause 25 Temporary leave of absence

### 1. Sudden illness in the family

#### 1.1.

If a child of the supervisor or other child permanently living in the same household falls ill and the child is under 10 years of age, the supervisor shall be paid wages for a period of 1–3 calendar days in line with the sick pay provisions if:

- a short absence is essential for caring for the child or organising care for the child; and
- the supervisor has immediately informed the employer of the absence, and if possible, the duration thereof; and
- the clarification under clause 23 of the Collective Agreement has been given.

The same right also applies to parents of children who do not live in the same household.

For supervisors who do not live alone with a child, the prerequisites for the payment of wages are 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, or participation in a service to promote employment in accordance with the Unemployment Allowances Act as a prerequisite for receiving unemployment allowances; and
- information is provided, if requested, on why the other adult is unable to take care of the child.

## 1.2.

The supervisor shall be entitled to be temporarily absent from work without pay if their immediate presence is imperative for an unforeseeable and compelling reason resulting from a sickness or accident in the family.

## 2. Supervisor's wedding and major birthdays

The supervisor's wedding day shall be a paid day off if the ceremony takes place on a working day.

The supervisor's 50th and 60th birthday shall be 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 funeral of a close relative

Efforts shall be made to enable a supervisor to take a short leave of paid absence of 1–3 days due to the death and funeral of a close relative.

This short absence is intended to provide the time required to make arrangements arising from the death and funeral. Close relatives include spouses, parents, grandparents, parents-in-law, children, sisters and brothers.

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

#### **4. Conscription and military refresher courses**

A supervisor may attend the call-up for national military service and the associated medical examination without loss of earnings. Clause 24 of the Collective Agreement shall apply to medical examinations.

For the days of mandatory military refresher courses or supplementary service as referred to in the Non-Military Service Act, the supervisor shall be paid the difference between the wages and the fee paid to the refresher course participants.

#### **5. Performance of civic duties**

A supervisor shall be paid the difference between normal wages and official compensation for lost earnings when participating during working time in the work of:

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

The difference shall be paid after the supervisor has provided an account of the official compensation for lost earnings.

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

The members of Service Union United PAM's sectoral commission, committee, executive and council shall be given the opportunity to participate in the meetings of the said bodies and in the union assembly, unless a weighty reason related to work arrangements prevents such participation. The supervisor should inform the employer of his/her participation, if possible before the roster is drawn up for the period in which the meeting occurs, or as soon as possible, providing an appropriate account of the time required for the participation.

#### **7. Serious illness of a child**

A supervisor may arrange with the employer to take an unpaid leave of absence if the supervisor's child is seriously ill (Government decision 93/1987).

## 8. Agreement on absences and annual holiday benefits

The supervisor must agree with the employer on the absences as per sub-clauses 2–7 of this clause.

he absences under subclauses 1–6 shall not impact the annual holiday benefit.

## Clause 26 Family leave

### 1. Statutory rights

The supervisor's right to maternity, special maternity, paternity and parental leave and child-care leave shall be determined in line with the Employment Contracts Act and Health Insurance Act.

### 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 supervisor jeopardise her own health or the unborn baby's health and no other work can be arranged for the supervisor 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 shall be 54 weekdays, such that during the maternity or parental leave period, the father can take a maximum of 18 weekdays in 1–4 periods. Paternity leave taken outside the maternity and parental leave period can be divided into a maximum of two periods.

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 shall be one month.

## **5. Parental leave**

The length of the parental leave shall be 158 weekdays, and the supervisor shall have the option of taking it in a maximum of two periods of at least 12 days. The employer must be informed about the parental leave and the length thereof no later than 2 months before the leave starts. If the leave does not last longer than 12 weekdays, the period of advance notification shall be one month.

If it is not possible to adhere to the two-month advance notice period due to the spouse taking up employment or the ensuing childcare arrangements, the supervisor shall be entitled to take the parental leave one month after providing advance notification unless this severely disrupts 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 shall be one month.

## **7. Partial childcare leave**

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

## Clause 27 Pay during maternity, adoptive parents' or paternity leave

1. For the three first months, a supervisor on maternity leave shall receive the maternity and adoptive parent's wages constituted by the difference between the basic wages for the period and the daily allowance payable to the supervisor under the Health Insurance Act, if
  - the employment has lasted for an uninterrupted period of at least 12 months before the start of the maternity leave; and
  - the supervisor returns to work or is prevented from returning to work for a reason stated in clause 6.
2. Subject to the requirements of this clause, the supervisor shall receive wages for three months during adoptive parents' leave when the supervisor adopts a child under 7 years of age, as well as a period of paternity leave lasting up to 6 weekdays.
3. The prerequisite for the payment of wages is that the supervisor gives a reliable account of the daily allowance payable to the supervisor.
4. The wages will be paid to the supervisor on the company's regular pay-days 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 before one year has lapsed from the moment the supervisor returned to work from other unpaid leave of at least 6 months than family leave, the employer has no obligation to pay wages for the duration of the maternity leave.
6. If an supervisor who was paid for maternity leave does not return to work, the wages paid during maternity leave may be recovered. There shall, however, be no right of recovery where the employment relationship has ended during family leave for reasons not attributable to the supervisor and the supervisor has for this reason been prevented from returning to work.
7. If a daily allowance is not paid for a reason attributable to the supervisor or a lower amount is paid than the supervisor would have been entitled to under the Health Insurance Act, the employer's obligation to pay wages shall decrease by the amount of the daily allowance or part thereof that has been unpaid for a reason attributable to the supervisor.

## 6. Annual holiday

### Clause 28 Annual holiday

#### 1. Annual holiday

Annual holiday benefits shall be determined in accordance with the Annual Holidays Act and the collective agreement.

#### 2. Accrual of holidays

Supervisors shall accrue the following number of holiday days for each full holiday entitlement month when the employment relationship has, by the end of the holiday entitlement year (1 April–31 March), continued for:

- less than one year 2 weekdays
- at least one year 2.5 weekdays.

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

A holiday entitlement month is a calendar month in which:

- a. the supervisor has worked for at least 14 days
- b. the supervisor has worked for at least 35 hours.

The supervisor shall accrue holidays according to option A or B.

The supervisor shall accrue holidays in line with option A if they work according to the employment contract for at least 14 days in every calendar month.



### 3. Days equivalent to working days

When the holiday entitlement is being calculated, the days equivalent to working days are also taken into account.

Such days include, for the purposes of annual holiday calculations, the days on which the supervisor has been on annual holidays as well as the days on which the supervisor 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).

For supervisors whose employment contracts require them to work on fewer than 14 days per month but at least 35 hours per month, the number of hours of annual holiday during which the supervisor would have worked according to the contract if he/she had not been on holiday shall be taken into consideration.

When calculating the length of the annual holiday granted on the basis of the holiday entitlement year working day on which the supervisor was prevented from working for the following reasons shall also qualify as days equivalent to working days:

- a. Refresher military service or extra service or supplementary training under section 37 of the Non-Military Service Act.
- b. Illness or accident, but no more than 75 working days in total during the holiday entitlement year. If a person remains unable to work after the end of the holiday entitlement year, a maximum of 75 working days in total for each such illness or accident shall qualify as equivalent to working days.
- c. Medical rehabilitation if prescribed by a doctor to restore or maintain a person's working capacity after an occupational disease or accident, but no more than 75 working days in total during the holiday entitlement year. If such a reason preventing work continues uninterrupted after the end of the holiday entitlement year, a maximum of 75 working days in total for each such rehabilitation period shall qualify as equivalent to working days.
- d. Medical examination under the Occupational Safety and Health Act or ordered by the employer or performed due to illness or accident.

- e. A period as defined in the Annual Holidays Act for maternity, special maternity, paternity or parental leave under chapter 4 section 1 of the Employment Contracts Act, temporary childcare leave under section 6 of the Employment Contracts Act, or absence for compelling family reasons under section 7 of the Employment Contracts Act.
- f. Municipal or other official public position of responsibility, or to testify in court as a witness with no right to refuse under the law or where refusal would only be permissible for a special reason as stated in the law.
- g. Order issued by the authorities to prevent the spread of a disease.
- h. Travel required by the work, unless such travelling days would otherwise not be regarded as the supervisor's working days.
- i. Absence for other reasons if the employer has been obliged under the law or the collective agreement to pay the wages of the supervisor for the day irrespective of the absence (such as days of annual leave).
- j. Lay-off, up to a maximum of 30 working days at a time.
- k. Periods of shortened working weeks equivalent to lay-offs or other comparable working time arrangements, up to a maximum of six months at a time. If such a working-time arrangement continues uninterrupted after the end of the holiday entitlement year, the calculation of the new six-month period shall start again at the beginning of the new holiday entitlement year.
- l. Study leave under the Act on Study Leave (237/1979) if the supervisor has, immediately after the study leave, returned to work assigned by the employer, up to a maximum of 30 working days in a holiday entitlement year.
- 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, with the restriction that only 30 days can be agreed to count as equivalent to working days at one time.
- o. Participation in meetings of Service Union United PAM's council, executive board, commissions and committees.

For a supervisor 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), a maximum of 105 calendar days in a holiday entitlement year, and in cases under item j), 42 calendar days at a time, and in cases under item l), 42 calendar days in a holiday entitlement year.

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

#### **4. Transfer of annual holiday benefits**

The supervisor's right to transfer (save) 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.  
The winter holiday season runs 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, supervisors must be given the opportunity to express their opinion on the holiday times.

With the consent of supervisors, holidays can be granted no later than the beginning of the following holiday season. Insofar as is possible, annual holidays must be organised in a rotating manner, treating everybody equally.

3. As a rule, annual holidays should be granted as a single period. With the consent of the supervisor, annual holidays in excess of 12 weekdays of summer holidays can be granted in one or more periods. Winter holidays can only be divided up with the supervisor's consent.
4. If possible, the employer must announce the timing of annual holidays one month in advance and no later than two weeks before the beginning of the holiday or part thereof. In the 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. When the timing of a holiday has been set and communicated, the employer cannot alter the timing without the supervisor's consent.

5. Sundays, church holidays, Independence Day, Midsummer's Eve, May Day, Christmas Eve and Easter Saturday are not holiday days.
6. The beginning or end of the holiday must not be marked in such a way that days off that have been or will be earned overlap with the annual holidays.
7. It is possible to deviate from a rotating or fixed system of days off.
8. Each day regarded as an annual holiday day between Monday and Friday shall shorten the periodic working hours in a 112.5-hour working time system by 7.5 hours.

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

For supervisors in another working hours system and for part-time supervisors, the impact of the annual holidays and the aforementioned midweek public holidays shall be calculated using the foregoing criteria in proportion to the supervisor's working hours.

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 an annual holiday is a Saturday, the following Sunday must be a day off. This day off shall not reduce the earned days off or those to be earned.

### EXAMPLE

The last day of annual holiday is a Saturday, so the Sunday following the end of the holiday is given as a day off.

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
AH	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH	-	V	X	T	T	T	T	T

## 6. Annual holidays and days off

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

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
T	T	T	T	T	V	X	AH	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH	

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

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
T	T	T	T	AH	AH		AH	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH	

If the last day of a supervisor's annual holiday is a Monday, the supervisor shall earn two days off for the week.

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
AH	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH		AH	T	T	T	T	V	X

If the last day of a supervisor's annual holiday is a Tuesday, the supervisor shall earn one day off for the week.

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
AH	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH		AH	AH	T	T	V	T	T

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

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
AH	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH		AH	AH	AH	T	T	T	T

## 7. Impact of annual holidays on working hours

### EXAMPLE 1.

6 days of summer holiday and regular working time of 112.5 hours every three weeks.

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
T	T	T	T	T	V	X	S	S	S	S	S	S	-	T	T	T	T	T	X	V

There are 5 annual holiday days in total between Monday and Friday in this period, so the working hours in this period are shortened by  $5 \times 7.5$  hours = 37.5 hours in total. The remaining working hours in the period are  $(112.5 - 37.5) = 75$  hours.

### EXAMPLE 2.

12 days of summer holiday and regular working time of 112.5 hours every three weeks.

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
L	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, so the working hours in this period are shortened by  $10 \times 7.5$  hours = 75 hours in total. The remaining working hours in the period are  $(112.5 - 75) = 37.5$  hours.

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

18 days of summer holidays coinciding over two periods.  
Regular working time 112.5 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	L	-	V	T	T	X	T	T	T

There are 5 annual holiday days in total between Monday and Friday in this period, so the working hours in this period are shortened by  $5 \times 7.5$  hours = 37.5 hours in total.  
The remaining working hours in the period are  $(112.5 - 37.5) = 75$  hours.

There are 10 annual holiday days in total between Monday and Friday in the second three-week period, so the working hours in this period are shortened by  $10 \times 7.5 \text{ hours} = 75 \text{ hours}$  in total. The remaining working time in the period is  $(112.5 - 75) = 37.5 \text{ hours}$ .

#### EXAMPLE 4. (EASTER)

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
L	L	L	L	-	-	-	-	L	L	T	T	T	T	X	T	T	T	T	T	V

There are 6 annual holiday days in total between Monday and Friday during this period, so the working hours in this period are shortened by  $6 \times 7.5 \text{ hours} = 45 \text{ hours}$  in total. In addition, this annual holiday period coincides with Good Friday and Easter Monday which shorten the working hours in the period by  $2 \times 7.5 \text{ hours} = 15 \text{ hours}$  in total. The remaining working hours in the period are  $(112.5 - 60) = 52.5 \text{ hours}$ .

#### EXAMPLE 5. (ASCENSION DAY)

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
L	L	L	-	L	L	-	L	T	T	T	T	X	V	T	T	T	T	T	X	V

There are 5 annual holiday days in total between Monday and Friday during this period, so the working hours in this period are shortened by  $5 \times 7.5 \text{ hours} = 37.5 \text{ hours}$  in total. In addition, this annual holiday period coincides with Ascension Day, which shortens the working hours in the period by 7.5. The remaining working hours in the period are  $(112.5 - 45) = 67.5 \text{ hours}$ .

#### EXAMPLE 6. (MIDSUMMER)

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
L	L	L	L	-	-	-	L	L	T	T	T	T	V	T	T	T	T	T	X	V

There are 6 annual holiday days in total between Monday and Friday during this period, so the working hours in this period are shortened by  $6 \times 7.5 \text{ hours} = 45 \text{ hours}$  in total. In addition, this annual holiday period coincides with Midsummer's Eve, which shortens the working hours in the period by 7.5. The remaining working hours in the period are  $(112.5 - 52.5) = 60 \text{ hours}$ .

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

If the shortening impact of a period of annual holiday combined with the actual number of hours worked in the period together exceed 112.5 hours, remuneration shall be paid for additional and overtime work as follows:

- additional work up to 120 hours
- the normal pay plus 100% for all hours of work thereafter.

If a working time adjustment system is in use, the supervisor shall be compensated for the hours in excess of the regular maximum working hours in the three-week period in the system at the normal pay plus 100%..

## 9. Changing the time of the annual holidays

Annual holidays shall be postponed at the request of the supervisor if the supervisor is incapacitated due to

- sickness
- accident or
- childbirth.

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

### 1. Full or partial incapacity for work before the start of the annual holidays

- A supervisor informs the employer that he/she is incapacitated before the start of an annual holiday; and
- The supervisor requests the postponement of the annual holiday before it starts; and
- The incapacity for work was diagnosed before the beginning of the holiday.

At the request of the employer, the supervisor shall be obliged to provide a medical certificate to prove the incapacity for the said incapacity.

If the supervisor had a legal impediment that caused him/her to be unable to provide information on the incapacity for work before the beginning of the holiday and ask for the holiday to be postponed, the employer shall be obliged to consider the information and a request made at a later stage.



The precondition for the above is that the supervisor does not delay in providing the information after the impediment ceased.

Under the foregoing conditions, the supervisor shall be entitled to have the holiday postponed if it is known at the beginning of the holiday that during the holiday he/she must be hospitalised or undergo equivalent treatment due to the incapacity for work.

This applies to the holidays or partial holidays already scheduled.

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

If a supervisor falls ill during an annual holiday, the supervisor shall be entitled under the Annual Holidays Act to postpone the annual holiday days coinciding with the period of incapacity for work.

Without undue delay, the supervisor 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 shall continue as normal, and the postponed days of holiday shall be taken at a later date.

For the period of illness, the supervisor shall be entitled to receive sickness pay in accordance with clause 23 of the Collective Agreement.

## **3. Granting postponed annual holidays**

Postponed summer holidays must be granted by the end of the holiday season, and winter holiday must be granted before the beginning of the next holiday season.

If it is not possible to grant holiday in this way, the holiday must be granted during the holiday season in the next calendar year, and the holiday must be granted by the end of the calendar year concerned.

If it is not possible to grant holiday as referred to above due to the continued incapacity for work, the supervisor shall receive paid holiday compensation in lieu of the holiday that was not taken.

## 10. Annual holiday pay

### 1. Determining the calculation method

In accordance with the Annual Holidays Act, the holiday pay calculation method shall be determined on the basis of the payment system applied to the supervisor at the end of the holiday entitlement year (31 Holiday entitlement year).

However, if the supervisor's working hours and form of remuneration changes (wage to monthly or vice-versa) during the holiday entitlement year, the holiday pay shall be calculated as a percentage in accordance with subclause 3 B. No adjustment to the holiday pay shall be paid in this case. However, this calculation method shall not apply if the supervisor is partially laid off.

### 2. Payment of holiday pay

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

Alternatively, the annual holiday pay can be paid on the company's regular payday unless the supervisor asks for the holiday pay to be paid before the start of the holidays.

### 3. Amount of holiday pay

#### A. SUPERVISORS WITH MONTHLY SALARIES

During holidays, the daily wage of a supervisor with a monthly salary is calculated by dividing the monthly salary that applied when the holiday began by 25. The daily wage shall be multiplied by the number of days of holiday accrued.

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

The holiday pay of a supervisor with a monthly salary shall be augmented by the sum of the evening and night supplements and the supplement for representing the licence holder, as well as Sunday work remuneration paid during the holiday entitlement year:

Holiday entitlement year (1 April–31 March) paid during the period	Less than a year in employment by 31 March	At least a year in employment by 31 March
<ul style="list-style-type: none"> <li>• evening supplement,</li> <li>• night supplement</li> </ul>		
<ul style="list-style-type: none"> <li>• Sunday work remuneration</li> </ul>	9%	11.5%
<ul style="list-style-type: none"> <li>• supplement for representing the licenceholder</li> </ul>		

If an agreement has been made with the supervisor in accordance with clause 21 of the Collective Agreement for the supplements and increases to be paid as a separate, fixed monthly rate of remuneration, the supplements and increases shall not be taken into consideration as percentages as referred to above. The separate, fixed monthly rate of remuneration shall be taken into consideration when the annual holiday pay is calculated as part of the monthly salary.

## B. SUPERVISORS WITH HOURLY WAGES

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

- 9% if the employment relationship has lasted for less than a year before the end of the holiday entitlement year
- 11.5% if the employment relationship has lasted for a year or more before the end of the holiday entitlement year

The holiday pay is a percentage of the earnings for the holiday entitlement 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 elements of pay calculated for absences that accrue annual holiday:

- in addition to the remuneration paid during sick leave, up to a total of 75 working days
- 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 was prevented due to an order by the authorities to prevent the spread of disease
- for periods of maternity, special maternity, paternity or parental leave, periods specified in detail in the Annual Holidays Act and absences due to temporary childcare leave and compelling family reasons
- for periods of lay-off lasting up to 30 working days per lay-off; and
- for periods of temporary absence and medical examinations as per the Collective Agreement
- **as of 1 January 2022**, the remuneration paid for a period of annual leave taken as time off.

For supervisors working fewer than 14 days but at least 35 hours per month, the calculated pay shall be increased by a maximum of 105 calendar days in a holiday entitlement year in addition to the sick pay already paid for the period of sickness or rehabilitation, and a maximum of 42 calendar days at a time for periods of lay-off.

The calculated wages shall be determined on the basis of the hourly wages at the beginning of the absence and the agreed average number of hours per three-week period or, in the absence thereof, on the basis of the actual working hours in the three full three-week periods preceding the absence. Any pay rises that take place during the absence shall also be taken into account.

## 11. Annual holiday compensation

### a. ANNUAL HOLIDAY COMPENSATION WHEN EMPLOYMENT CONTINUES

If a supervisor works in accordance with his/her employment contract for so few days or for such a short time during the holiday entitlement year that no full holiday entitlement months are accumulated, he/she shall be entitled to receive holiday compensation corresponding to the holiday pay.

If the supervisor is not entitled to annual holidays, he/she shall be entitled to receive holiday compensation by 30 September.

When a supervisor leaves for military service, voluntary military service or civilian service, he/she shall be paid the holiday compensation corresponding to the number of days of holiday accrued.

### b. ANNUAL HOLIDAY COMPENSATION AT THE END OF EMPLOYMENT

At the end of employment, the supervisor shall be entitled to receive annual holiday compensation in lieu of the annual holiday pay.

In the months in which the employment started and ended, if the supervisor worked for at least 14 days or 35 hours in total and did not receive any holiday or holiday compensation for such periods, they shall be added together to make one full holiday entitlement month.

If a supervisor has not accumulated any annual holiday entitlement based on either of the rules for accruing annual holidays, he/she shall be paid holiday compensation amounting to 9% of the total earnings during the employment (with the exception of supplements for overtime or emergency work). When the employment has continued for at least one year, the compensation shall be 11.5% as of the beginning of the ongoing holiday entitlement year.

## 12. Keeping records of annual holidays

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

- The timing and lengths of annual holidays
- The criteria for calculating the lengths of each supervisor's holidays, such as the number of holiday entitlement months, duration of employment etc.
- A breakdown of the amounts of annual holiday pay, indicating the basic monthly salary and the supplements paid. For supervisors with hourly wages, the breakdown shall also include any overtime and any remuneration for meal benefits, and the amount of the final annual holiday pay or holiday compensation.

## Clause 29 Holiday bonus

### 1. Conditions for payment

A supervisor shall be entitled to receive the holiday bonus:

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

Absences for the following reason are equivalent to a return to work:

- Reasons as stated in section 7 of the Annual Holidays Act
- Employer's consent
- Special maternity, maternity, paternity and parental leave
- Force majeure (broken-down public transport vehicle)
- Annual holidays of other employees in the workplace
- Military refresher course or extra military service
- Illness or accident
- Position of responsibility in a municipality which cannot be declined by law

- Order issued by the authorities to prevent the spread of a disease
- Other reasons if the employer has been obliged, under the law or the Collective Agreement, to pay the wages of the supervisor for the day irrespective of the absence
- Lay-off
- Participation in theoretical training required under a valid apprenticeship agreement
- Absence in accordance with a training agreement

It is sufficient for one of the above reasons to apply on the day when the supervisor would have returned from holiday.

A supervisor on study leave, job alternation leave or childcare leave at the end of the holidays shall be paid the holiday bonus upon returning to work in accordance with the statutory advance notification or subsequent change to it, made under the reasons listed in the law, or based on an agreement with the employer.

Supervisors 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 a supervisor is dismissed for a reason not attributable to the supervisor and the employment relationship ends during the annual holiday with the effect that the supervisor cannot return to work following the annual holiday, the supervisor shall be entitled to receive the holiday bonus for the annual holidays that were taken or agreed upon.

## 2. Holiday bonus sum

The holiday bonus shall be 50% of the holiday pay calculated in accordance with the collective agreement.

The holiday bonus shall be calculated on the basis of the holiday pay, taking into account any fringe benefits paid in cash, such as meal benefits. Other fringe benefits received during the holidays are not taken into account.

When a supervisor receives holiday pay in percentage terms, he/she shall be entitled to receive a holiday bonus only for the share of the annual holiday pay corresponding to the days of holiday.

### 3. Time of payment

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

If the annual holiday is taken in more than one period, and this makes it difficult to divide the holiday bonus, the holiday bonus can be paid as a one-off item after the main part of the holiday has been taken. If the payment conditions are not fully met, any excess holiday bonus paid shall be deducted from the supervisor's pay.

Under Clause 31 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 112.5 hours/3 weeks working hours scheme is 7.5 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 supervisor's holiday bonus is € 900 and hourly wages € 15. In line with Clause 31 of the Collective Agreement, the employee and employer have agreed that the entire holiday pay is exchanged to time off. The supervisor receives 60 hours of paid time off.

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# 7. Travel

## Clause 30 Travel expenses

### 1. Travel expenses

If the employer requires the supervisor to travel, the travel expenses shall be reimbursed either:

- according to the company's travel policy; or, if no such policy exists,
- in line with a decision by the Tax Administration.

### 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.

The company's travel policy may deviate from the Tax Administration's guidelines in the following cases:

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

In other companies, the daily allowance shall be paid when business travel takes place outside the company's regular locality of business, its vicinity or the supervisor's regular working locality.

2. When the supervisor attends internal training in the company or group of companies, and the employer pays for meals and other expenses.

However, if a supervisor travels from another locality or outside the company's operating area to attend training, the daily allowance shall be paid for the time spent travelling.

## 8. Local collective bargaining

### Clause 31 Local collective bargaining

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

1. The conclusion of a workplace-specific agreement cannot be a prerequisite for making an employment contract, nor can a workplace-specific agreement be included as part of the supervisor's employment contract.
2. Workplace-specific agreements that are made at the employer's initiative and that do not cover every member of personnel or the working hours system in use may only be made with a supervisor once the supervisor's trial period is over.
3. The parties to an agreement can be the employer or the employer's representative on one side and a supervisor, several supervisors or the shop steward on the other side, unless otherwise agreed in the relevant provision of the Collective Agreement.
4. The agreement must be made in writing.
5. The agreement can be made for an indefinite or fixed period.

Indefinite agreements can be terminated with three months' notice. Fixed-term agreements that have been in effect for more than 9 months can be terminated in the same way as for indefinite agreements. When an agreement that overrides provisions of the Collective Agreement comes to an end, the provisions of the Collective Agreement shall apply.

If an agreement has been made for an arrangement to cover a specific period of time, the arrangement shall continue until the end of the period in every case.

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

- Clause 8 Length of the period for the calculation of average minimum working time
- Clause 9 Weekend days off
- Clause 10 Roster
- Clause 12 Working hours at a staff restaurant
- Clause 13(2) Working hours adjustment system
- Clause 13(3) Annual working hours system (“working-time bank”)
- Clause 22 Payment of wages
- Clause 23(2a) Notification of sick leave
- Clause 29 Holiday bonus.

## 9. Miscellaneous provisions

### Clause 32 Collection of union membership fees

The employer can withhold membership fees due to Service Union United PAM from the wages on payday and issue a certificate on the withheld sum at the end of the year for tax purposes if the supervisor authorises the employer to do so.

1. The collection period shall be the same as the wage payment period.
2. The union fee shall be withheld on the basis of the supervisor'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 shall notify the supervisor of the collected union fees on the payslip.
4. The transfer of the collected union fees to the union must take place immediately after collection, without any undue delay.
5. At the end of employment, the supervisor and the employer's representative must fill out the notification of the 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 shall draw up a collection and settlement list for each supervisor, showing the supervisor's name and personal ID code, the code of the union branch, the period of collection of the union fees, and the amount of fees collected and remitted to the union.

## Clause 33 Workplace meetings

The associations affiliated with Service Union United PAM and the branches or equivalent organisations in the workplace may hold meetings related to employment issues outside working hours on the following conditions:

- An agreement is made with the employer on the meeting in the workplace or in a separate location as per this clause, three days in advance if possible
- The employer designates an appropriate venue controlled by the employer
- The organiser takes responsibility for the order and 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 the representatives of the central labour market organisations, to participate in the meeting.

## Clause 34 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 of money or valuables.

If the assessment leads to the conclusion that there is a manifest 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:

- Drafting guidelines on procedures in the event of incidents of violence
- Providing supervisors with adequate guidance or training in the security and alarm systems in use
- Designing workstations to provide structural security
- Considering the threat of violence in manning and planning shifts and working hours
- Ensuring contact with the police or private security guards, for example by telephone

If a person faces a violent situation or the threat of violence, the employer must provide a debriefing, which may take place through the occupational health care service.

### Clause 34 b Promoting occupational well-being

Occupational wellbeing refers to conditions in which work is pleasant and can be done effectively in a safe working environment and working community that promotes the health and careers of employees. 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. Performance appraisals focus on the supervisor's career and coping at work from the perspectives of physical and mental strain, taking the supervisor's individual characteristics into account. At the same time, it is possible to look at any impacts that the supervisor's advancing age may have on working capacity and work duties.

It is recommended that the company collaborates with supervisors to draw up a company-specific occupational well-being programme or measures to promote such well-being. These measures can also be addressed during performance appraisal meetings.

The measures can focus on the following, for example:

- Ensuring a good command of the work and competence.
- The importance of managerial and supervisory work in creating a good work atmosphere and maintaining working capacity.
- The importance of arranging working time and shift patterns in terms of coping with work.
- Decreasing the strain imposed by night and shift work.
- The opportunities offered by voluntary part-time work, alternation leave and part-time retirement.
- The opportunities to adapt the work, make it easier and enable job rotation.
- The services offered by occupational health care.
- Improving the physical work environment and ergonomics.
- The importance of a healthy lifestyle in terms of well-being.
- Identifying bullying, harassment and sexual harassment in the workplace and measures to prevent harassment.

For more detailed instructions on drawing up an occupational well-being programme, see the websites of MaRa and PAM ([www.mara.fi](http://www.mara.fi) and [www.pam.fi](http://www.pam.fi)).

## **Clause 34 c Recovery of cash register deficits**

The employer and the supervisor shall investigate the reasons for any cash register deficit before any action is taken to recover compensation for losses in accordance with the Tort Liability Act.

## **Clause 35 Workplace visits**

Service Union United PAM officials may, subject to agreement with the management, visit the workplace together with a representative of the employer and a shop steward who represents the supervisors to familiarise themselves with the conditions in the workplace covered by this Collective Agreement.

Any disputes arising in the workplace can be negotiated during the workplace visit only if a representative of the employers' federation in question participates in the negotiations.

## Clause 36 Group life insurance

The employer shall take out group life insurance to cover the supervisors in the manner agreed upon between the central organisations.

## Clause 37 Workplace meals

The monetary value of the meal provided in the workplace shall be determined according to the taxable value of fringe benefits adopted by the Tax authorities.

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

The value of the meals will be withdrawn as follows:

- The value shall be withheld from the supervisor's total pay in each payment period after taxes have been deducted; or
- The supervisor shall pay the corresponding sum in cash; or
- The employer shall sell meal vouchers to the supervisor at a price corresponding to the monetary value.

Mealtimes must be organised as per clause 8 of this Collective Agreement.

The meal must be well prepared, varied and nutritive.

## Clause 38 Uniforms

Uniforms must be neat and appropriate. The employer shall provide the supervisor with the following for use 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. Chief shop steward, occupational safety representative, negotiation procedure and industrial peace

## Clause 39 Chief shop steward and occupational safety representative

### 1. Compensation and job release time

The chief shop steward and the occupational safety representative shall be granted regular release from work, and they shall be paid compensation for tasks performed outside working hours as follows:

Number of employees	Hours of job release per 3 weeks	Compensation €/month as of 1 May 2018
25–49	4	70
50–74	6	70
75–149	11	70
150–249	22	70
250–349	38	104
350–449	50	130
450–549	65	158
550–649	80	175
650–749	95	191
750–850	105	207
over 850	fully released	207

As an exception to the minimum limit of employee numbers in the table, the occupational safety representative is entitled to use a of 3 hours of job release time in each three-week period.

If the supervisors have elected a shop steward or occupational safety representative, he/she will be released from work and receive compensation in accordance with the number of supervisors represented.

## **2. Chief shop steward and occupational safety representative with wages based on service charges**

The hourly wage in accordance with the wage annex shall be considered compensation for loss of earnings for a chief shop steward and occupational safety representative with wages based on service charges.

## **3. Calculation of employee numbers**

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

## **Clause 40 Negotiation procedure**

Any disputes related to the collective agreement shall first be negotiated between the employer and the supervisors in line with the agreement on Shop Stewards.

If the dispute cannot be resolved, it is recommended that a memorandum of dispute be drawn up in two copies.

The local parties must submit the dispute to the central labour market organisations for resolution.

The local negotiations must be launched no later than a week from the day in which the case has been brought up, and negotiations between the central labour market organisations must start after two weeks at the latest.

Any dispute that cannot be settled by negotiation between the central labour market organisations may be brought before the Labour Court.

## **Clause 41 Industrial peace and violations of the Agreement**

All industrial actions directed against the Collective Agreement are prohibited.

# 11. Information on and validity of the Collective Agreement

## Communications and information on the Collective Agreement

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

## Validity of the Collective Agreement

1. The Agreement shall remain in force in line with the protocol of signature.
2. The agreement shall continue for one year at a time unless it is terminated in writing no later than two months before its expiry.
3. The notice of termination shall include detailed written proposals for amending the agreement. Otherwise, the notice of termination shall be invalid.

# Protocol on the renewal of the Collective Agreement for the Hotel, Restaurant and Leisure Industry

<b>Date</b>	1 October 2020
<b>Venue</b>	Office of the Finnish Hospitality Association MaRa.
<b>Present</b>	Representatives of the Finnish Hospitality Association MaRa and Service Union United PAM

## Clause 1

The Parties to the Collective Agreement have agreed to renew the Collective Agreement for the Hotel, Restaurant and Leisure Industry (the collective agreements covering employees and supervisors) and the respective protocols for the period from 1 October 2020 to 31 March 2022.

## Clause 2

The contractual period includes two wage solution implementation points.

The first wage solution will take effect on 1 February 2021, and the content of the solution will be negotiated by the end of January 2021. If the central labour market organisations are unable to reach a consensus on the content of the wage solution, the Collective Agreement will expire without notice of termination on 28 February 2021.

The second wage solution will take effect on 1 October 2021, and the content of the solution will be negotiated by the end of September 2021. If the central labour market organisations are unable to reach a consensus on the content of the wage solution, the Collective Agreement will expire without notice of termination on 31 October 2021.

The compensation for duties performed by the shop steward and the occupational safety representative outside of working hours shall be revised accordingly.

### **Clause 3**

The Parties have agreed on the amendments to the text in accordance with Annex 1, to take effect on 1 January 2021, except for the provisions affecting annual working hours, which will take effect on 1 January 2022.

### **Clause 4**

In Annex 2, the Parties have agreed on the option to reach local agreements on publishing the roster in derogation from the provisions of the Collective Agreement, subject to the detailed terms, conditions and procedures in the Agreement. The Agreement will enter into force on 1 October 2020 and remain in force until 31 March 2021.

### **Clause 5**

The Parties have agreed on amendments to the Annexes in accordance with Annex 3. The amendments will enter into force on 1 January 2021.

### **Clause 6**

The Parties shall establish a working time group to study the development of provisions concerning working hours and working hours schemes. The working group shall also examine the development of daily rest periods and provisions on days off. The working group shall also assess the adequacy of the job release periods afforded to shop stewards and occupational safety representatives. During the term of the Agreement, the central labour market organisations may make agreements with local parties on detailed trials of working hours schemes and shop steward organisations.

## Clause 7

The Parties shall establish a remuneration system working group to continue the preparation of an overall reform of the remuneration system. The working group shall study the use and impacts of all the various wage and salary components. The working group shall take into consideration the differences in professional knowledge and skill required for different tasks as a part of the total wage or salary and study the opportunities for improving the earnings level of professional workers in particular. When the remuneration system is reformed, attention shall be paid to the impact of the reform of alcohol legislation, reducing the impact of the right to serve alcohol on remuneration. At the same time, the working group will study whether the protocol on service, motorway traffic and distribution stations can be removed. The working group will also examine whether the provisions concerning waiters paid through service charges can be removed, and it shall study potential alternatives for remuneration. The working group shall also monitor the impact of remuneration in the sector and earnings trends on the attractiveness of the sector and the availability of labour. During the term of the agreement, the central labour market organisations may reach an agreement with local parties on trials related to remuneration systems.

Helsinki, 1 October 2020

Finnish Hospitality Association MaRa  
Service Union United PAM

# Monthly salaries and hourly wages, 1 February 2021

## Pay scales for supervisors as of 1 February 2021

PR	0–2 years	over 2 years	over 5 years	over 10 years
1.	1951 (12.27)	2006 (12.62)	2065 (12.99)	2126 (13.37)
2.	2049 (12.89)	2105 (13.24)	2170 (13.65)	2231 (14.03)
3.	2123 (13.35)	2181 (13.72)	2245 (14.12)	2310 (14.53)
4.	2140 (13.46)	2198 (13.82)	2266 (14.25)	2330 (14.65)
5.	2245 (14.12)	2308 (14.52)	2380 (14.97)	2451 (15.42)
6.	2399 (15.09)	2454 (15.43)	2513 (15.81)	2573 (16.18)

## Supplement for evening and night work

Evening supplement (18.00–24.00)	€1.10/hour
Night supplement (24.00–06.00)	€2.17/hour

## Grocery store supplement

Mon–Fri 18–24	€1.82/hour
Sundays, public holidays, May Day and Independence Day 18–24	€3.64/hour
Mon–Fri and public holidays 00–06	€3.64/hour

**Wage categories**

- |   |   |
|---|---|
| 1 | <p><b>Shift manager</b><br/> <i>(cafeterias, fast food restaurants and restaurants where no alcohol is served or establishments licensed to serve alcoholic beverages of no more than 5.5% ethyl alcohol by volume)</i></p>   |
| 2 | <p><b>Floor attendant and head cleaner, bartender</b></p>   |
| 3 | <p><b>Shift manager, shift supervisor, head waiter</b><br/> <i>(in places serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume)</i></p> <p><b>Reception manager</b></p>   |
| 4 | <p><b>Cafeteria manager, staff restaurant manager, hall manager</b><br/> <i>(cafeterias, fast food restaurants and restaurants where no alcohol is served or establishments licensed to serve alcoholic beverages of no more than 5.5% ethyl alcohol by volume)</i></p> |
| 5 | <p><b>Chef de cuisine</b></p>   |
| 6 | <p><b>Restaurant manager, responsible attendant in a restaurant serving alcohol</b><br/> <i>(in places serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume)</i></p>  |





# AGREEMENT ON THE INTRODUCTION OF A WORKING TIME BANK

Hotel, Restaurant and Leisure Industry – supervisors

1. CONTRACTING PARTIES	Employer	Place of business or domicile
	Shop steward	
	The parties agree that the annual working hours system is introduced in compliance with Clause 13.3 of the Collective Agreement on tourism, restaurant and leisure services (supervisors).	
2. ADJUSTMENT PERIOD	The length of the adjustment period is _____ weeks/months (maximum one year) The first adjustment period starts on _____ 202__	
3. VALIDITY	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.	
4. DATE AND SIGNATURE	This Agreement has been made in two copies of equal wording, one for the employer and one for the shop steward.	
	Place	Date
	Signature by the employer's representative	Signature by the shop steward

# AGREEMENT ON A WORKING TIME BANK

Hotel, Restaurant and Leisure Industry – supervisors

1. CONTRACTING PARTIES	Employer	Place of business or domicile												
	Supervisor	Personal ID no.												
	<p>The parties agree that the annual working hours system under Clause 13.3 of the Collective Agreement is applied to this supervisors's employment.</p> <p>The agreement on the introduction of the system was signed by the shop steward on ____, ____, 202__.</p>													
2. ADJUSTMENT PERIOD	<p>The adjustment period to be followed in the employment is agreed to be ____ weeks during which time the working hours is adjusted to 112.5 hours/3 weeks.</p> <p>The first adjustment period according to the system starts on ____, ____, 202__.</p>													
3. MAXIMUM WORKING HOURS	<p>It is agreed that the maximum working hours in one single three-week period during the adjustment period is</p> <p>____ hours/3 weeks (max 150 hrs).</p>													
4. SUMS OF MONEY DEPOSITED IN THE WORKING HOURS BANK	<p>The following sums of money are converted into hours and are given to the supervisor as adjustment days off</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Sunday supplement</td> <td style="width: 50%;">Overtime supplement</td> </tr> <tr> <td>Supplement for holiday eves</td> <td>Additional work supplement</td> </tr> <tr> <td>Basic overtime hourly wages</td> <td>Evening and night supplements</td> </tr> <tr> <td>Compensation for X day</td> <td>Compensation for VV days off</td> </tr> <tr> <td>Compensation for V days</td> <td>Holiday bonus in full/in half</td> </tr> <tr> <td colspan="2">Other: _____</td> </tr> </table>		Sunday supplement	Overtime supplement	Supplement for holiday eves	Additional work supplement	Basic overtime hourly wages	Evening and night supplements	Compensation for X day	Compensation for VV days off	Compensation for V days	Holiday bonus in full/in half	Other: _____	
Sunday supplement	Overtime supplement													
Supplement for holiday eves	Additional work supplement													
Basic overtime hourly wages	Evening and night supplements													
Compensation for X day	Compensation for VV days off													
Compensation for V days	Holiday bonus in full/in half													
Other: _____														
5. TIMING OF ADJUSTMENT DAYS OFF AND VV DAYS OFF	<p>As far as possible, the adjustment days off and the VV days off accumulated in the working hours bank are given to the supervisor</p> <p>between _____ and _____.</p>													
6. VALIDITY	<p>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 following until the end of the adjustment period.</p>													
7. DATE AND SIGNATURE	<p>This Contract has been made in two copies of equal wording, one for the employer and one for the supervisor.</p>													
	Place	Date												
	Signature by the employer's representative	Signature by supervisor												

# TEMPLATE FOR THE MEMORANDUM OF DISPUTE

Hotel, Restaurant and Leisure Industry – supervisors

<b>Memorandum on negotiations on dispute related to the interpretation of the Collective Agreement/employment</b>	
<b>Company</b>	Name  Address and telephone n.
<b>Place of business</b>	Place of business  Address and telephone n.
<b>Date</b>	
<b>Participants</b>	Employer representatives  Supervisor's representatives
<b>1 Cause of dispute</b>	
<b>2 Reasons given by employer</b>	
<b>3 Reasons given by employee</b>	
<b>4 It was agreed that</b>	
<b>5 This memorandum was drafted 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.</b>	
<b>Place and date</b>	
<b>Signatures</b>	Employer or employer's representative  Supervisor's representative
<b>NB! Please use a separate sheet of paper to be appended to the form if necessary.</b>	



**Palvelualojen  
ammattiliitto**  
*Servicefacket*

**Membership services**

030 100 600

**Employment advice**

030 100 620

**Unemployment Fund**

020 690 211

**[www.pam.fi](http://www.pam.fi)**