



Collective Agreement for the Hotel,  
Restaurant and Leisure Industry

# **SUPERVISORS**

1 April 2025 – 31 March 2028

Collective Agreement  
for the Hotel,  
Restaurant and Leisure  
Industry

**Supervisors**

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<b>1. Scope of application.....</b>	<b>4</b>
1 Scope of the agreement.....	4
<b>2. Employment relationship .....</b>	<b>6</b>
2 Supervision and freedom of association.....	6
3 General obligations of the employer and the supervisor.....	6
4 Employment contract and trial period .....	7
5 Employment contract valid indefinitely (permanent contract) .....	8
6 Fixed-term employment contract .....	11
<b>3. Working time.....</b>	<b>12</b>
7 Obligation to offer additional work .....	12
8 Regular working hours and the length of a working day .....	12
9 Organisation of working hours.....	17
10 Roster .....	19
11 Special public holidays .....	19
12 Annual leave system (VV).....	20
13 Specific working hour schemes for full-time supervisors .....	24
<b>4. Remuneration.....</b>	<b>41</b>
14 Form of remuneration .....	41
15 Determining the amount of remuneration.....	41
16 Factors increasing remuneration .....	43
17 Work on Sundays, public and church holidays, and eves of holidays .....	44
18 Additional work and overtime .....	44
19 Work done on a day off .....	46
20 Conversion of increased pay to days off.....	46
21 Payment of salary supplements as separate monthly remuneration .....	47
22 Payment of wages.....	49
<b>5. Absences .....</b>	<b>53</b>
23 Absence due to illness.....	53
24 Medical examinations .....	58
25 Temporary leave of absence .....	59
26 Family leave .....	62
27 Remuneration during pregnancy and parental leave.....	63

<b>6. Annual holidays</b> .....	<b>65</b>
28 Annual holidays .....	65
29 Holiday bonus.....	79
<b>7. Travel</b> .....	<b>82</b>
30 Travel expenses .....	82
<b>8. Local collective bargaining</b> .....	<b>83</b>
31 Local collective bargaining .....	83
<b>9. Miscellaneous provisions</b> .....	<b>85</b>
32 Collection of membership subscriptions .....	85
33 Workplace meetings .....	85
34 a Prevention of violence .....	86
34 b Promoting occupational wellbeing .....	87
34 c Recovery of cash register deficits .....	88
34 d Position of a person providing orientation.....	88
35 Workplace visits .....	88
36 Group life insurance .....	89
37 Workplace meals .....	89
38 Uniforms .....	89
<b>10. Chief shop steward, occupational safety representative, negotiating procedure and industrial peace</b> <b>90</b>	
39 Chief shop steward and occupational safety representative .....	90
40 Negotiating procedure .....	91
41 Industrial peace and breaches of the collective agreement .....	91
<b>11. Information on and validity of the collective agreement</b> .....	<b>92</b>

## Appendices

Protocol for unforeseeable and exceptional circumstances .....	94
Protocol on the renewal of the Collective Agreement for the Hotel, Restaurant and Leisure Industry .....	95
Hotel, restaurant and leisure services – supervisors’ remuneration .....	97
Employment contract template.....	100
Agreement on the introduction of a working time bank .....	101
Agreement on a working time bank.....	102
Template for the memorandum of dispute.....	103

# 1. SCOPE OF APPLICATION

## 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, cafés, 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 they are 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 a continuous 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 Collective Agreements Act, 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

### 2 Supervision and freedom of association

The employer shall manage and assign work. The employer shall hire and dismiss supervisors.

A supervisor hired for a particular type of work shall be obliged, if necessary, to perform other similar or comparable work that does not essentially change the ordinary work.

In addition to the orientation and instruction given at the beginning of employment, the employer shall provide supervisors with information on the policies regarding breaks in the workplace, working time arrangements, instructions regarding violence and harassment, 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 occupational safety ombudsman.

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.

### 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.

## 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.

## 5 Employment contract valid indefinitely (permanent contract)

### 1. Preconditions

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

- a fixed-term contract was made without a justified reason
- several successive fixed-term contracts were made without a justified reason or
- the employer lets the supervisor continue the work after the fixed term has expired.

### 2. Lay-off

Notice of lay-offs must be given at least 7 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
0–4 years	1 month
4–8 years	2 months
8–12 years	3 months
Longer than 12 years	4 months

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

The employer and supervisor can agree that the supervisor will observe a different notice period than the one stated in the collective agreement, provided that the notice period is no longer than 2 months. The prerequisites for this are that the supervisor's role is in pay scale group 4, 5 or 6 and the role involves responsibility for a functional entity.

However, if the notice period to be observed by the supervisor is agreed to be longer than the notice period observed by the employer, the supervisor may resign using the notice period observed by the employer.

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

#### **EXAMPLE: NOTICE PERIOD GIVEN IN MONTHS**

When the notice period 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.

<b>Termination</b>	<b>Notice period</b>	<b>Last day of employment</b>
<b>1 March</b>	<b>1 month</b>	<b>1 April</b>
<b>31 December</b>	<b>2 months</b>	<b>28 February</b>

## **4. Procedure for 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 it, the reason for termination 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 notice period 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 this 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.

### **Full salary means:**

1. the supervisor's basic monthly salary
2. or the basic hourly wage calculated according to the number of working hours stated in the employment contract
3. and the share of holiday compensation for the notice period.

If the supervisor's monthly salary includes fringe benefits, they shall be taken into account when determining the full salary by adding a cash sum equivalent to the taxable value of the benefit.

The daily pay shall be calculated in accordance with clause 22, subclause 2 of this collective agreement.

## 6. Consulting the supervisor when terminating the employment relationship for reasons attributable to the person

When the employer is considering terminating a supervisor's employment relationship for reasons attributable to the person, the supervisor must have the opportunity to be heard regarding the reasons for terminating the employment contract. The hearing must be arranged in such a way that the supervisor has reasonable time to prepare for the hearing, sufficient information on the matters that form the basis for decision-making, and a real opportunity to present their own position on the matter.

The employer must inform the supervisor of the purpose of the hearing and the right to have an assistant at the hearing. At the supervisor's request, the shop steward can act as the assistant. If no shop steward has been elected, a representative from a trade union or professional association can act as the assistant at the supervisor's request.

At the hearing, the employer shall evaluate whether the prerequisites exist for continuing the employment relationship.

## 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-off

Under chapter 5, section 2 of the Employment Contracts Act, the employer can lay off a supervisor with a fixed-term employment contract 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 they were working. Notice of lay-offs must be given at least 7 days in advance.

### 3. End of the employment contract

A fixed-term employment contract shall end at the expiry of the fixed term. A fixed-term employment contract cannot be terminated mid-term unless the employment contract specifically provides for such a possibility.

### 4. Compensation

If the supervisor ends the employment relationship before the fixed term expires, the supervisor shall be obliged to compensate the employer for the premature termination of the employment contract, with the compensation amounting to

- a sum corresponding to two weeks' pay, or
- if the share of the neglected part of the fixed term is shorter than two weeks, the sum corresponding to the pay for this shorter period.

Chapter 2, section 17 of the Employment Contracts Act contains provisions on how this compensation can be deducted from the pay. If the employer ends the employment before the expiry of the fixed term, the employer shall compensate the supervisor for damages as provided by chapter 12 of the Employment Contracts Act.

## 3. WORKING TIME

### 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.

### 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 a part-time supervisor

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

The employer and the supervisor shall agree on:

- A.** the fixed minimum working hours in a three-week period or
- B.** the 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 pay compensation for the shortfall. However, there shall be no obligation to pay compensation 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 a 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 working hours must materialise during the period.

The employer and the supervisor shall monitor the materialisation of the average minimum working hours over a period of six months unless the nature of the business (for example, in seasonal businesses) requires the follow-up period to be extended to up to one year.

### **TRANSITIONAL PROVISION**

If the application of the provision immediately at the end of the follow-up period ending in January 2026 would result in an unsuitable six-month follow-up period, the start of the new six-month follow-up may be postponed by up to three months. In this case, no follow-up shall be performed in the intervening period. However, the working hours must be organised according to the employment contract.

If a shop steward has been elected to the company, the labour market organisations recommend that, at the shop steward's request, the local parties review the company's policies on monitoring the average minimum working hours. Data about individual supervisors shall not be processed during the review.

The parties shall draw up common guidelines on monitoring the average minimum working hours.

The review shall focus on the full three-week periods during the selected period. The review may cover up to 9 consecutive three-week periods.

If the company's business requires the follow-up period to be extended to one year, the review shall cover the full three-week periods from January to January. The follow-up period shall begin in the first full three-week period in January and end with the first three-week period ending in January of the following year. 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 working hours shall be reviewed within two months of the end of the follow-up period.

The supervisor must be notified of the timing of the review and the three-week periods included in the review before the review takes place.

The purpose of the review is to ensure that the agreement corresponds to the actual situation.

If the actual average number of working hours is permanently higher than agreed in the employment contract without a justified reason, an agreement must be made to match the working hours to the actual hours. An exception to the agreement may be made for well justified reasons related to a reduction in the need for labour. The matter should be reviewed with the supervisor in connection with the assessment.

If the foregoing reason applies to more than one supervisor, the reason should be reviewed with the chief shop steward. If the matter is handled with the shop steward, it is not necessary to address it with each supervisor individually.

### **EXAMPLE**

An employee's employment contract specifies an average minimum working time of 90 hours over three weeks. The supervisor has consented to additional work. The employer planned the rosters so that the working time varies each three-week period, being 60 hours in some periods and 120 hours in other periods (averaging 90 hours per three weeks). In addition to the planned minimum working time, the supervisor accepts shifts after the roster is published. The review of the employee's working time shows that the average working time in the follow-up period exceeded the agreed average minimum working time, at 95 hours per three weeks. The parties agreed on a new average minimum working time of 95 hours per three weeks.

If the number of working hours falls short of the agreed minimum, the employer shall pay compensation for the shortfall. However, there shall be no obligation to pay compensation 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 notice period must include at least the average minimum working hours as stated in 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 an employment relationship begins midway through a follow-up period, the agreed minimum working hours must occur in the time before the start of the next follow-up period. The prerequisite for this is that the employment relationship is valid indefinitely and has lasted at least six months.

If a part-time supervisor factually works so many additional hours that they no longer qualify as a part-time supervisor as per the collective agreement, an agreement must be made with the supervisor on a monthly salary starting from the beginning of the month following the moment of change.

The above provisions shall not apply to supervisors called in to work when needed.

A supervisor working 90 or 105 hours in a three-week period on the basis of clause 13, subclause 4 or 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. Rest periods

The break between shifts shall be at least 11 hours unless otherwise agreed with the supervisor. In any case, the minimum duration of the rest period shall be 8 hours. An agreement on a rest period of less than 11 hours shall remain in force until either party states otherwise, but it shall apply until the end of the roster that has already been published. If there are 10-hour shifts on two successive days, the rest period 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 rest period or, taking the pace of work into consideration, a sufficiently long break during the working hours for a meal in a suitable place.

If the daily uninterrupted working time exceeds 10 hours, after working eight hours, the supervisor shall be entitled to a rest period of up to half an hour if desired, to be taken at a time designated by the employer. A local agreement may be made in accordance with clause 31 of the collective agreement on a different duration and arrangement of the rest period.

The rest period shall not be calculated as part of the working hours if the supervisor can freely leave the workplace. The rest period may not be scheduled immediately at the beginning or end of a shift.

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

## 5. Coffee break

If the shift is longer than 4 hours, the supervisor must have at least one coffee break. The break shall be counted as working time and, therefore, the employee 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. Reasons related to work arrangements primarily refer to supervisors working alone.

## 6. Guidance on breaks and rest periods

The employer must provide instructions on taking breaks and rest periods as specified in the collective agreement.

# 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, an employee 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 23:00 and 06:00 (night shifts). After a supervisor has worked five consecutive night shifts, two further night shifts may be assigned to the supervisor, but only if the supervisor 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 number of successive days off. Workplaces shall comply with this provision, although exceptions shall be permitted for business or work organisation reasons or at the supervisor's request. However, this provision shall always apply to workplaces that are open every day of the week and where work is done in two or three shifts. If the workplace arranges the shifts between days off such that they are 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 supervisor's request or for compelling reasons.

When agreeing on an annual working hours system under clause 13, subclause 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.

## **2 a Arranging free time in certain situations**

At the supervisor's request, at least one in every five weekends should be arranged as time off in such a way that a combination of Friday and Saturday, Saturday and Sunday, or Sunday and Monday is given as time off. This provision shall apply to supervisors who are not entitled to earn V and X days off.

## **3. Supervisors arranging their own working time**

Supervisors shall be obliged to arrange their working time in accordance with the provisions of the collective agreement concerning working time unless the employer requires otherwise.

The supervisor must not work overtime without the employer's consent. However, the supervisor may work overtime if it is essential for the operation of the business. The employer must be notified of any overtime worked as soon as it is possible.

## 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 is not interrupted at 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.

## 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.

# 12 Annual leave system (VV)

## 1. System coverage

The annual leave system shall cover full-time and part-time supervisors.

The system shall not apply to working time schemes equivalent to three-shift work as per clause 13, subclause 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). If the supervisor returns to work for the same employer within 30 calendar days of the end of their previous employment relationship, the time spent working for that employer contributes toward the qualifying period.

### EXAMPLE

A supervisor's employment relationship begins on 21 December 2025. The employee begins to accrue working hours carrying an entitlement to annual leave as of 21 February 2026.

The supervisor accrues one day of annual leave for each 200 working hours. After working 1400 hours, the accrual threshold is 140 hours, and after working 1540 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.

The hours of annual leave taken as time off shall also be considered equivalent to working hours for the purpose of accruing annual leave.

Days of annual leave are accrued as follows during a calendar year:

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 their opinion on the timing of the annual leave. Upon request, a supervisor is entitled to take at least two days of annual leave at a time of their choosing during the calendar year unless business-related factors prevent the employer from granting leave at the requested time. The supervisor must request the leave at least 10 days before the roster is published. If annual leave is always scheduled on certain days for business reasons (such as public holidays), this provision shall not apply.

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.

The annual leave accrued by a shop steward shall reduce the shop steward's working hours and job release time in the same proportion as the number of annual leave days earned in that time.

### **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.

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, subclause 4 of the collective agreement

The accrual threshold for annual leave applying to employees working regular night shifts in accordance with clause 13, subclause 4 of the collective agreement shall be 160 hours. Supervisors working at night may accrue up to six (8) days of annual leave per calendar year. An individual day of annual leave shall reduce the working time by five (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 the customer organisation's 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.

## 7. Transfer of annual leave

The supervisor may request the postponement of days of annual leave in the roster if the supervisor is unable to work due to illness, accident or childbirth, subject to the following conditions:

- The employer shall be obliged to postpone the annual leave falling during the period when the employee is unable to work if at least four (4) days of annual leave were granted on consecutive days or in combination with other forms of leave, giving rise to an uninterrupted period of leave and
- The supervisor remains unable to work for longer than the duration of the annual leave.

# 13 Specific working hour schemes for full-time supervisors

## 1. Working time adjustment system

### 1. Regular working time 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 hours in a single 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. Supervisors must have access to information on the surplus or deficit in the number of working hours in the averaging period.

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 shall 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.

In addition to weekend leave, there must be at least one combination of consecutive days off during an adjustment period.

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 employee 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 with 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, subclause 5 of the collective agreement but not to regular night work in accordance with clause 13, subclause 4 of the collective agreement.

### EXAMPLE 1 ADJUSTMENT OF WORKING TIME

The adjustment period is 6 three-week periods. The number of working hours in an adjustment period totals ( $6 \times 112.5 =$ ) 675 hours. A total of 4 adjustment days off have been given during the adjustment period.

<b>Period 1: 117 hours</b>	<b>Period 2: 130 hours</b>	<b>Period 3: 120 hours</b>
<b>3 X days off</b>	<b>1 X day off</b>	<b>3 X days off</b>
<b>3 V days off</b>	<b>3 V days off</b>	<b>3 V days off</b>
<b>Period 4: 85 hours</b>	<b>Period 5: 120 hours</b>	<b>Period 6: 103 hours</b>
<b>5 X days off</b>	<b>2 X days off</b>	<b>4 X days off</b>
<b>3 V days off</b>	<b>3 V days off</b>	<b>3 V days off</b>
<b>3 adjustment days off</b>	<b>1 adjustment day off</b>	

## 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, subclause 5, point 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, subclause 5 of the collective agreement, the impact of absences shall be considered according to the working time scheme in question.

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

The work in excess of 130 hours in a three-week period shall be subject to compensation as additional work and overtime 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 employee to receive remuneration for additional work or overtime in the specific period 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 during an adjustment period

If the employment ends in the middle of an adjustment period for a reason attributable to the supervisor before the working hours have been adjusted to the regular working hours, a deficit in working hours can be deducted from the supervisor's pay. In the event of a surplus, the employee 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 WORK AND OVERTIME 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**

**Period 2: 128**

**Period 3: 108**

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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 - 20) 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%.

## 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 WORK AND OVERTIME 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 are 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 work and overtime ( $81 - 50 = 31$  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 time 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 hours in a single 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. Supervisors must have access to information on the surplus or deficit in the number of working hours in the averaging period.

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.

In addition to weekend leave, there must be at least two combinations of consecutive days off during an adjustment period.

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 with 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, subclause 5 of the collective agreement but not to regular night work in accordance with clause 13, subclause 4 of the collective agreement.

## EXAMPLE 1 ADJUSTMENT OF WORKING TIME

The length of the adjustment period followed is 9 three-week periods. The number of working hours in an adjustment period totals ( $9 \times 112.5 =$ ) 1012.5 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. A total of 8 adjustment days off have been given during the adjustment period.

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

## 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, subclause 5, point 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, subclause 5 of the collective agreement, the impact of absences shall be considered according to the working time scheme in question.

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

The work in excess of 136 hours in a three-week period shall be subject to compensation as additional work and overtime 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 employee to receive remuneration for additional work or overtime in the specific period 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 during an adjustment period

If the employment ends in the middle of an adjustment period for a reason attributable to the supervisor before the working hours have been adjusted to the regular working hours, a deficit in working hours can be deducted from the supervisor's pay. In the event of a surplus, the employee 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 an increase of 50% and the other half at an increase of 100% in the hourly wages.

## EXAMPLE 2 ADDITIONAL WORK AND OVERTIME 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 27-week adjustment period after 3 three-week periods for a reason attributable to the employer.

Period 1: 136	Period 2: 128	Period 3: 102
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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%.

## 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 WORK OR OVERTIME 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 1012.5 hours. Before the beginning of the last three-week period, the supervisor had worked for 950 hours. Therefore, there are 62.5 hours available for the last three-week period (1012.5 - 950 hours). However, the supervisor worked for 95 hours during the last period, and compensation shall be paid for the additional work and overtime ( $95 - 62.5 = 32.5$  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 (“working-time bank”) based on local agreement

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

1. In line with clause 31 of the collective agreement, the introduction of the working hours system is subject to a workplace-specific agreement with the shop steward or the working group on local agreements.
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 shall agree on the length of the adjustment period and 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 or the working group on local agreements 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 shall inform the working group on local agreements or 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, the working group on local agreements or the employer may terminate the system with three (3) 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 (3) 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 their 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, subclause 5 of the collective agreement but not to regular night work in accordance with clause 13, subclause 4 of the collective agreement.

## **2. Arrangement of working time**

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 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. Supervisors must have access to information on the surplus or deficit in the number of working hours in the averaging period.

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 28, subclause 5, point 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 work and overtime 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 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 to the system shall be converted into working hours based on the pay received at the time of the transfer.
3. If the number of working hours converted into days off cannot be divided evenly by 7.5, the remainder can be granted by shortening the working time during the period or as a partial day off.
4. Adjustment days off qualify as working hours.

5. A 50% supplement shall be paid for work done on an adjustment day off. The hours done on 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. As such, a total of 52.5 hours to be given as time off is transferred to the system. The working time is adjusted by giving the supervisor 7 full days off during the adjustment period at a time agreed upon by the parties.

## 6. Remuneration

1. For the days off, the supervisor receives the wage in effect at that time.
2. If the supervisor's tasks change after the working hours and/or monetary items 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, they 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 their wish to interrupt the adjustment days off.
2. The employer shall decide when the employee can take the adjustment days off that are transferred in this way. If it is not possible to take the transferred days off because the adjustment period is ending, the time off can be granted 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 employee shall be paid at the normal hourly rate.
2. If the adjustment system is terminated for a reason attributable to the employer, the deficit shall not be deducted. The employee shall be compensated for any surplus hours as agreed when the adjustment system was discontinued.

## 9. Additional work and overtime 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 an adjustment 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 pay.
3. If there are surplus hours at the end of the adjustment period, the employee shall be compensated as follows:
  - The number of working hours shall be divided by the total number of working days and adjustment 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 shall be subject to compensation up to 10 hours at the overtime rate, which is the normal rate plus 50%
  - work in excess of the average of 10 hours shall 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 records of the accumulated hours transferred into the adjustment system for each supervisor, as well as the grounds for each transfer.

## 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:

- 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 monthly salary divisor used as the basis for the remuneration for additional work, overtime and Sunday work is 127.

Additional work is the working time in excess of 90 hours in a three-week period up to 120 hours.

### 3. Remuneration

The hourly wages of a 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 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 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, subclause 5, point 8 of the collective agreement is included in the calculation of working hours done, and for each day of annual holiday, the impact is 6 hours.

If the employment ends in the middle of an adjustment period for a reason attributable to the supervisor before the working hours have been adjusted to the regular maximum working hours (180 hours), a 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 work and overtime in compliance with the provisions on the adjustment system in clause 13, subclause 1 of the collective agreement.

Work in excess of 120 hours in a three-week period is subject to remuneration 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. Supervisors entitled to shortening of working hours

The working hours of a supervisor with a monthly salary shall amount to 105 hours in a three-week period, with no deduction of the full monthly wages, if the supervisor works in a place which is open:

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

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

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

If a supervisor otherwise covered by a normal working hours system (112.5 hours) covers the night shifts of another supervisor entitled to work time remuneration for night supervisors (a 90-hour system), taking at least six shifts in three weeks, the first supervisor shall become entitled to shortened working hours under the system, and the working hours shall be 105 hours in three weeks.

The aforementioned shortening of working hours shall not apply to a supervisor working at a service station or motorway traffic station with a grocery shop stocking at least 2000 articles if:

- the employment started after 1 May 2010 or
- the working hours scheme changed after 1 May 2010.

### 2. Shortening of working hours in practice

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

Annual leave is not accrued in this working time scheme.

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

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

The monthly salary divisor used as the basis for the remuneration for additional work, overtime and Sunday work is 149.

Additional work is the working time in excess of 105 hours in a three-week period up to 120 hours.

### **4. Remuneration**

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

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

## 4. REMUNERATION

### 14 Form of remuneration

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

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

### 15 Determining the amount of remuneration

#### 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.

In other tasks, experience shall be 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 experience 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 hours are less than 60 hours in three weeks

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

If the employer enquired about a supervisor's work experience, and the supervisor failed to provide an acceptable account of their work experience when the employment contract was made or before the first payday, the employer may disregard any subsequent accounts of the supervisor's work experience.

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

## 2. Pay scale groups

### Pay scale groups

- 1 Shift manager**  
(cafeterias, fast food restaurants and restaurants where no alcohol is served or establishments licensed to serve alcoholic beverages of no more than 5.5% alcohol by volume)

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- 2 Floor attendant and head cleaner, bartender**

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- 3 Shift manager and supervisor, head waiter**  
(in places serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume)  
  
**Reception manager**

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- 4 Cafeteria manager, staff restaurant manager, hall manager** (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)

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- 5 Chef de cuisine**

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- 6 Restaurant manager, responsible attendant in a restaurant serving alcohol** (in places serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume)

The supervisor pay scale groups shall only apply to employees working as supervisors. The decisive work for the purpose of determining the pay scale group is the work that the supervisor mainly performs.

If a supervisor performs work that is more demanding than the regular pay scale group 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 pay scale group for the corresponding position.

# 16 Factors increasing remuneration

## 1. Supplement for representing the licence holder

When a person in a supervisory position in pay scale groups 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.

If the company chooses to serve alcoholic drinks for a shorter time than allowed under the license, the supplement for representing the licence holder shall be paid from the time when alcoholic drinks can be served according to the company's guidelines. Any restrictions should be declared to customers and supervisors.

## 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 employee shall receive a grocery store supplement for work between 18:00 and 06:00 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 applicable Collective Agreement for the Commercial Sector, 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 105-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.

## 17 Work on Sundays, public and church holidays, and eves of holidays

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
  - a Sunday
  - on other religious public holidays
  - on May Day (1 May)
  - 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)
  - Midsummer's Eve
  - Christmas Eve (24 December)

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

## 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 work 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 is 50% higher than the normal hourly wages and thereafter 100% higher.

When calculating the additional work and overtime 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 work and overtime in a partial three-week period**

The time entitling the employee 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:**

- 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 an incomplete period shall not apply to a period that is incomplete due to annual holidays. Instead, the provisions of clause 28, subclause 8 of the collective agreement shall apply.

## 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 shall be 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.

For additional days off (X) that are not given due to an incomplete three-week period, the employee shall be remunerated at the normal rate for one working day plus 50%. If the length of the working day varies, the remuneration is calculated on the basis of the average working hours.

## 20 Conversion of increased pay to days off

The employer and supervisor may agree that the pay for additional work, 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 shall be calculated according to the foregoing provisions on increased pay.

The days off must be given within six months of the additional work or overtime, 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.

## 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 bonuses
- 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 they will be paid separate, fixed monthly remuneration of €240 in addition to the monthly salary. Therefore, fixed monthly remuneration of €2,880 was paid 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 €2,930. The supervisor shall be paid €50 to make up the shortfall.

## 2. Termination of an agreement concerning fixed monthly remuneration

An agreement concerning fixed monthly remuneration in accordance with clause 21 of the collective agreement may be terminated at the end of the following salary payment period.

At the supervisor's request and within one month of the end of the agreement on fixed monthly remuneration, the parties shall determine whether the fixed monthly remuneration paid during the preceding year was sufficient to cover the supplements and increases calculated on the basis of the hours worked by the supervisor in accordance with the collective agreement over the 17 full three-week periods before the agreement ended.

If the total fixed monthly remuneration paid during the aforementioned period is less than the sum of the supplements and increases calculated on the basis of the hours worked by the supervisor during the 17 three-week periods before the agreement ended, the employer shall be obliged to pay the difference to the supervisor.

If the supervisor fails to comply with an agreement related to work or an instruction issued by the employer when agreeing upon a fixed supplement and, consequently, the supervisor was paid too much in fixed monthly remuneration for the supplements and increases in relation to the actual number of working hours, the employer shall be entitled to recover the excess paid.

## 22 Payment of wages

### 1. Wage payment

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

The basic wages and supplements earned in the wage payment period and the additional work and overtime supplements earned during the three-week periods ending in the calendar month shall be paid at least once per month 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 three days a week. The monthly salary divisor is determined as follows:  $3 \div 5 \times 21$

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 for payroll administration reasons, the remuneration must be paid no later than the 10th calendar day after the end of employment.

### 4. Deductions from wages

Excess wages or remuneration paid can be deducted from the wages, and the deductions under the law or this collective agreement can be made.

### 5. Payroll specification

The employer must itemise the wage determination criteria in the payslip. The specification must indicate the basic wages, supplements and remuneration, the respective periods and the amount of union membership fees deducted.

### 6. Pro-rated monthly salary paid for temporary part-time work

The employer and the supervisor may agree on a pro-rated monthly salary instead of an hourly wage for a period of:

- part-time work related to partial sick leave and
- part-time work related to partial parental leave.

The monthly salary is pro-rated to the part-time working hours:

- by dividing the part-time working hours by the regular working hours of a full-time supervisor according to the collective agreement and
- by multiplying the resulting figure by the supervisor's monthly salary.

**EXAMPLE**

The employer and the supervisor agree on part-time work during a period of partial childcare leave, and the supervisor's minimum working time is 90 hours per three weeks.

Before starting the partial childcare leave, the supervisor's regular working time under the collective agreement was 112.5 hours per three weeks, and their monthly salary was €2,388.

The supervisor's pro-rated monthly salary for this part-time work is:

$$\frac{90}{112.5} \times \text{€}2,388 = \text{€}1,910.40$$

When paying a pro-rated monthly salary, the hourly salary is determined according to the supervisor's monthly salary for full-time work.

**EXAMPLE**

$$\frac{\text{€}2,388}{159} = \text{€}15.02$$

The annual holiday pay of a supervisor who has agreed to be paid a pro-rated monthly salary during a temporary period of part-time work shall be determined according to clause 28, subclause 10, point 3.B of the collective agreement if the supervisor's working hours and, correspondingly, their salary have changed during the holiday entitlement year. If changes only occur after the end of the holiday entitlement year and before the start of the annual holiday or part thereof, the supervisor's annual holiday pay shall be calculated according to the monthly salary in force at the end of the holiday entitlement year.

**EXAMPLE 1**

A supervisor has agreed to receive a pro-rated monthly salary during a period of partial childcare leave starting on 1 October, a date that is midway through the holiday entitlement year, which ends on 31 March. The supervisor's summer holiday starts on 1 June. The holiday is 24 days long. The annual holiday pay shall be a percentage of the earnings for the holiday entitlement year.

**EXAMPLE 2**

A supervisor has agreed to receive a pro-rated monthly salary during a period of partial childcare leave starting on 1 May, a date that falls after the end of the holiday entitlement year. The supervisor's summer holiday starts on 1 July. The holiday is 24 days long. The annual holiday pay shall be calculated based on the full monthly salary:

$$\frac{\text{Full monthly salary}}{25} = \text{daily wage} \times \text{number of days of annual holiday (+ supplements)}$$

The salary paid to a supervisor who is on sick leave and who has agreed to be paid a pro-rated monthly salary during a temporary period of part-time work, the pro-rated monthly salary shall be determined based on the duration of the part-time work.

## 5. ABSENCES

### 23 Absence due to illness

#### 1. Conditions for payment of wages

The employer shall pay wages for a 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

If the supervisor falls ill, the supervisor shall be obliged, personally and without delay, to notify the employer or the employer's representative. Notification must be provided personally, according to the employer's instructions. 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.

Upon request, the employee must provide a doctor's certificate or other attestation of the incapacity for work accepted by the employer. 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 stomach bug) and
- the employer has not organised occupational health care including medical services and
- despite requests, the supervisor has been unable 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, the 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.

While on sick leave, the supervisor must follow the instructions for treatment and ensure that their actions do not delay the recovery of working capacity.

## **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. A local agreement of this nature may apply to absences due to illness lasting up to three calendar days and only for short-term illnesses that do not require medical treatment (such as a cold or stomach bug).

Loss of working capacity must be reported without delay in accordance with clause 23, subclause 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 procedure 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 periods 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	Length of paid period
<b>Less than 1 month</b>	–
<b>1 month – 4 months</b>	<b>The waiting period under the Health Insurance Act, which is the day of onset of illness plus the next 9 weekdays</b>
<b>More than 4 months</b>	<b>28 calendar days</b>
<b>Over 3 years</b>	<b>35 calendar days</b>
<b>Over 5 years</b>	<b>42 calendar days</b>
<b>Over 10 years</b>	<b>56 calendar days</b>

If a supervisor is unable to do their work as a consequence of an occupational accident that occurred while working, the employee 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

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

If the payment of the salary during illness is suspended or fully terminated, the pay for the partial month shall be calculated in accordance with clause 22, subclause 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 roster.

If no roster has been drawn up for the period of sick leave, the wages will be based on the average working hours during the three full three-week periods preceding the illness, but no more than 7.5 hours per working day.

## 5. Payment of 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 for a reason attributable to the supervisor, or if it is paid in an amount that is less than normal, the employer's obligation to pay wages shall be reduced by the unpaid 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 to which the employer pays contributions
- 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, adjustment 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).
- If at least 75% of the aforementioned period is not working time, the period of absence shall not be taken into account in the 30-day calculation.

In this context, V and X days are equivalent to working time.

## 24 Medical 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 in an 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 a pregnancy allowance and the medical examinations preceding childbirth
- Breast cancer and cervical cancer screenings as per Government Decree 339/2011
- 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 the 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.

## 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.

The employer may require the employee to provide a statement in accordance with clause 23 of the collective agreement if the employer considers it necessary.

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

For employees 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
- a clarification is given, if requested, on why the other adult is prevented from taking 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
- a 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 attend 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 their 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 subclauses 2–7 of this clause.

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

## **9. Fertility treatment and adoption counselling**

Supervisors shall be entitled to unpaid leave when attending examinations or procedures related to fertility treatment or adoption counselling, provided that the visit is arranged in a way that avoids the unnecessary loss of working time. The employee must report their visit as early as possible.

## 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.

At the time of signature of this collective agreement, the provisions are as follows:

### 2. Special pregnancy leave

In principle, the entitlement to special pregnancy leave arises when the work-related tasks or working conditions of a pregnant supervisor jeopardise her 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. Pregnancy leave

Pregnancy leave begins 30 working days before the expected date of birth. The employer and the supervisor may agree to postpone the pregnancy leave, providing that it begins no later than 14 working days before the expected date of birth.

### 4. Parental leave

The supervisor shall be entitled to take parental leave in up to four periods, which must be at least 12 working days long. Even if a supervisor is entitled to a parental allowance related to two or more children, the supervisor may take a maximum of four periods of parental leave in the same calendar year. If a period continues beyond the end of a calendar year, the period shall be considered part of the quota for the calendar year in which it began.

The employer and the supervisor may reach an agreement for the supervisor to take part-time parental leave and agree on the terms of part-time work.

## 5. Notification periods

The employer must be notified of pregnancy leave, parental leave and child care leave no later than two months before the intended start of the said leave. If the leave lasts no longer than 12 working days, the notification period shall be one month. If possible, notifications of parental leave to care for an adopted child shall be made within the foregoing notification periods.

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

## 27 Remuneration during pregnancy and parental leave

1. A supervisor entitled to a pregnancy allowance in accordance with chapter 9, section 1 of the Health Insurance Act shall be paid the difference between the supervisor's basic remuneration and the pregnancy allowance paid to them under the Health Insurance Act during their pregnancy leave for an uninterrupted period of 40 days of the pregnancy allowance from the start of the pregnancy leave. A parent entitled to a daily allowance in accordance with chapter 9, section 5, subsections 1–3 of the Health Insurance Act shall be paid the difference between the basic salary for a supervisor and the daily allowance paid to them under the Health Insurance Act during their parental leave for the first 36 days of the parental allowance, if:
  - the employment has lasted for an uninterrupted period of at least 12 months before the start of the pregnancy or parental leave and
  - the supervisor returns to work or is prevented from returning to work because the employment ended during the family leave for reasons that are not attributable to the supervisor

However, the supervisor shall only be entitled to remuneration in the event of adoption if the supervisor adopts a child under the age of 7.

2. The prerequisite for the payment of wages is that the supervisor gives a reliable account of the daily allowance payable to the supervisor.

3. The remuneration shall be paid to the supervisor on the company's normal paydays once the pregnancy or parental leave has started. The remuneration during pregnancy or parental leave shall be calculated in the same manner as sick pay.
4. If the pregnancy or parental leave begins less than one year after the supervisor returns to work following a period of family leave or other unpaid leave lasting at least six months, the employer shall not be obliged to pay wages during the pregnancy or parental leave.
5. If a supervisor who has received wages during pregnancy or parental leave does not return to work, the remuneration paid during the pregnancy or parental leave can be claimed back.

However, there shall be no entitlement to reclaim remuneration if the employment relationship ends during the family leave for a reason not attributable to the supervisor, thereby preventing the supervisor from returning to work.

6. If the daily allowance is not paid to the supervisor for reasons attributable to the supervisor or the daily allowance is lower than the supervisor's entitlement under the Health Insurance Act, the employer's obligation to pay wages shall be reduced by the amount of the daily allowance or part thereof that is withheld for a reason attributable to the supervisor.

## 6. ANNUAL HOLIDAYS

### 28 Annual holidays

#### 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 a 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 works for at least 14 days
- b. the supervisor works 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 annual holiday entitlement is calculated, days equivalent to working days shall also be taken into account.

Such days shall 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 working hours for the period to correspond to 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 they 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, the working days 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 Civil Service Act.
- b.** Illness or accident, but no more than 75 working days in total during the holiday entitlement year. If an employee 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 working capacity after an occupational disease or accident, but no more than 75 working days in total during the holiday entitlement year. If an employee 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.
- 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 of leave as defined in the Annual Holidays Act for pregnancy, special pregnancy 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 employee'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), providing that the supervisor returns to work assigned by the employer immediately after the study leave, 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 shall 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 they 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 shall be determined according to section 27 of the Annual Holidays Act (162/2005).

## 5. Granting annual holidays and marking them on 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 supervisor's consent, holidays can be granted no later than the beginning of the following holiday season. Insofar as is possible, annual holidays should be organised in a rotating manner, treating everybody equally.

3. As a rule, annual holidays should be granted as a single period. With the supervisor's consent, 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 shall be calculated separately for each three-week period.
10. An employer who ends the employment of a supervisor on grounds related to the supervisor's person may instruct the supervisor to take their accrued annual holidays during the notice period, irrespective of the holiday season. In such a case, it is not necessary to comply with the provisions concerning the granting of annual holidays and amendment of the roster for the supervisor. In accordance with the provisions of the collective agreement, annual holiday pay shall be paid for the duration of the annual holiday and the holiday bonus shall be paid.

If the employment ends for any other reason, the supervisor and employer may make an agreement on whether the supervisor will take annual holiday during the notice period.

11. 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 accrued days off or those to be accrued.

## 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.

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
AH	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH	-	V	X	W	W	W	W	W

## 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.

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
W	W	W	W	W	V	X	AH													

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

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
W	W	W	W	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.

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
AH	W	W	W	W	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.

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
AH	W	W	V	W	W															

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

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
AH	W	W	W	W																

## 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.

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
W	W	W	W	W	V	X	L	L	L	L	L	L	-	W	W	W	W	W	X	V

There are 5 days of annual holiday falling on weekdays (Monday to Friday) in this period. Therefore, the working hours in this period are shortened by  $(5 \times 7.5 =)$  37.5 hours. 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.

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
L	L	L	L	L	L		L	L	L	L	L	L	-	W	W	V	X	W	W	W

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  $(10 \times 7.5 =)$  75 hours. The remaining working hours in the period are  $(112.5 - 75 =)$  37.5 hours.

### EXAMPLE 3 (UNINTERRUPTED HOLIDAY IN SEVERAL PERIODS)

18 days of summer holidays coinciding over two periods. Regular working time 112.5 hours/3 weeks.

W	W	W	W	W	V	X	W	W	W	W	W	V	X	L	L	L	L	L	L	
L	L	L	L	L	L		L	L	L	L	L	L	-	V	W	W	X	W	W	W

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  $10 \times 7.5$  hours = 75 hours in total. The remaining working time in the period is  $(112.5 - 75) =$  37.5 hours.

**EXAMPLE 4 (EASTER)**

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
L	L	L	L	-	-	-	-	L	L	W	W	W	W	X	W	W	W	W	W	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  $(6 \times 7.5 =)$  45 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  $(2 \times 7.5 =)$  15 hours in total. The remaining working hours in the period are  $(112.5 - 60) = 52.5$  hours.

**EXAMPLE 5 (ASCENSION DAY)**

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mo	Tue	Wed	Thu	Fri	Sat	Sun	
L	L	L	-	L	L	-	L	W	W	W	W	X	V	n	W	W	W	W	W	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  $(5 \times 7.5 =)$  37.5 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  $(112.5 - 45.5) = 67.5$  hours.

**EXAMPLE 6 (MIDSUMMER)**

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mo	Tue	Wed	Thu	Fri	Sat	Sun	
L	L	L	L	-	-	-	L	L	W	W	W	W	V	n	W	W	W	W	W	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  $(6 \times 7.5 =)$  45 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  $(112.5 - 52.5) = 60$  hours.

## 8. Additional work and overtime 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 work and overtime 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 shall be obliged to change the timing of the annual holidays under the following conditions:

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

- The supervisor informs the employer that they are 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 them 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 they 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 annual holiday**

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.

The supervisor shall be entitled to receive sickness pay for the period of illness 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 employee 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 applying to the supervisor at the end of the holiday entitlement year (31 March).

However, if the supervisor's working hours and form of remuneration change (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 annual holiday pay

The holiday pay shall be paid out before the holiday starts.

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 shall be 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 shall be 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:

Paid during the holiday entitlement year (1 April–31 March):	Less than a year in employment by 31 March	At least a year in employment by 31 March
• Evening supplement		
• Night supplement		
• Sunday work remuneration	9%	11,5%
• Supplement for representing the licence holder		

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 shall be a percentage of the earnings for the holiday entitlement year, consisting of:

- the wages paid for the working days (excluding the supplements for overtime and emergency work) as well as
- 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 pregnancy, special pregnancy or parental leave as defined in detail in the Annual Holidays Act, temporary childcare leave and periods of absence for 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
- 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 pay 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, if this information is not available, 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 as employment continues

If a supervisor works in accordance with their 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, they shall be entitled to receive holiday compensation corresponding to the holiday pay.

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

When a supervisor leaves for military service, voluntary military service or civilian service, they 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, they 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 employees 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.

## 29 Holiday bonus

### 1. Conditions for payment

A supervisor shall be entitled to receive a holiday bonus:

- when the employee 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
- Pregnancy, special pregnancy 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 employee 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.

Employees returning from military service, voluntary military service or civilian service shall be paid the holiday bonus applying to 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, they 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, an agreement can be made in the workplace to pay the holiday bonus at a different time or grant paid days off in lieu of the holiday bonus.

Unless otherwise agreed, time off in lieu of the holiday bonus shall be granted in the form of full days off (the impact on the shortening of working hours in a 112.5-hour/3-week working hour scheme shall be 7.5 hours/day). One calendar week can include no more than 5 days off in lieu of the holiday bonus. A day off in lieu of the holiday bonus shall be considered equivalent to a working day in the accrual of X and V days.

#### EXAMPLE

A supervisor has a holiday bonus of €900 and an hourly wage of €15. In line with clause 31 of the collective agreement, the supervisor and employer have agreed that the entire holiday bonus will be exchanged for time off. The supervisor receives 60 hours of paid time off.

## 7. TRAVEL

### 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 daily allowances and other reimbursements for travel expenses shall be determined in accordance with the applicable guidelines issued by the Tax Administration.

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 an employee 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

### 31 Local collective bargaining

The following provisions apply to the agreements made at the workplace level unless otherwise agreed by the central labour market organisations:

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 may only be made with a supervisor once the supervisor's trial period is over.
3. The parties to the agreement may be the employer or their representative on one side and the shop steward, supervisor or supervisors on the other side, or a working group on local agreements formed by both parties.
4. A working group on local agreements, having knowledge of the conditions in the workplace, may be appointed to develop, monitor and make local agreements in the workplace.

The members of the working group shall be selected in the same way as occupational safety representatives unless the parties agree otherwise. All the supervisors represented by a member of the working group shall be entitled to participate in selecting the member. Supervisors shall be entitled to select at least two representatives in the working group. One of the representatives shall be the shop steward if one has been elected in the company.

The composition of the working group shall comply with the principle of parity.

The term of the working group (a maximum of 2 years) shall be agreed upon when selecting the working group's members. A working group can also be established to make an individual local agreement.

If the term of the working group's members is agreed to be at least one year, the members shall be entitled to attend training on local agreements jointly agreed upon by the labour market organisations without any loss of earnings.

During negotiations, the employer must reserve the opportunity for the working group's members to discuss the local agreement and its impact with the personnel.

5. The agreement must be made in writing.
6. 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, subclause 2 Working time adjustment system
- Clause 13, subclause 3 Annual working hours system ("working-time bank")
- Clause 22 Payment of wages
- Clause 23, subclause 2 a Notification of sick leave
- Clause 29 Holiday bonus.

## 9. MISCELLANEOUS PROVISIONS

### 32 Collection of union membership fees

With the supervisor's authorisation, the employer can deduct the membership fees payable to Service Union United PAM from the remuneration on payday and issue a certificate of the deducted sum at the end of the year for tax purposes.

1. The collection period shall be the same as the wage payment period.
2. The union membership fee shall be withheld on the basis of the supervisor's total income.
3. The employer shall remit the collected union fee to the bank account provided by the union in each collection 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.

### 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 are entitled 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 attend the meeting.

## **34 a Prevention of violence**

### **1. Assessment**

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

In particular, the assessment must focus on

- working alone, particularly in the evening and at night
- incidents of violence affecting the workplace and occurring in the immediate vicinity of the workplace
- handling of cash 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 to follow 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 an employee 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.

## 34 b Promoting occupational wellbeing

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 occupational wellbeing may also increase productivity. The entire working community contributes to occupational wellbeing.

Regular performance appraisals are an integral element of the promotion of occupational 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 wellbeing programme or measures to promote occupational wellbeing. The measures can also be considered in light of the individual requirements and needs as part of the performance appraisal.

The measures may focus on the following example areas:

- 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 the occupational health care provider
- Improving the physical work environment and ergonomics
- The importance of a healthy lifestyle in terms of wellbeing
- Identifying bullying, harassment and sexual harassment in the workplace and measures to prevent harassment
- The impacts of diversity and multiculturalism on the working community

**More detailed instructions for drawing up a work-related wellbeing programme are provided on the websites of the labour market organisations ([www.mara.fi](http://www.mara.fi) and [www.pam.fi](http://www.pam.fi)).**

## **Enabling older supervisors to cope with their work**

The labour market organisations recommend that a supervisor aged over 55 be entitled to take V/X days off consecutively upon request.

The purpose of this recommendation is to promote coping and recuperation among people aged over 55. The matters described above are important for people of all ages, but research shows that the benefits are especially pronounced among older people. The labour market organisations have made this recommendation to promote the possibility of supervisors in this demographic to take uninterrupted periods of time off upon request.

The Centre for Occupational Safety can provide more information on this topic ([www.ttk.fi](http://www.ttk.fi))

## **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.

## **34 d Position of a person providing orientation**

When an employer assigns tasks related to the orientation of another employee/supervisor, the employer must ensure that the person assigned the task has enough time to provide a proper orientation.

## **35 Workplace visits**

Service Union United PAM's 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.

## 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.

## 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 shall be deducted from the supervisor's net remuneration unless otherwise agreed locally. The value of the meals shall be deducted as follows:

- The value shall be withheld from the supervisor's total remuneration 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 nutritious.

## 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, NEGOTIATING PROCEDURE AND INDUSTRIAL PEACE

### 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 paid compensation for tasks performed outside of working hours as of 1 September 2025 as follows:

Number of employees	Hours of job release per 3 weeks	Remuneration € per month
No more than 24	3	83
25–49	6	83
50–74	8	83
75–149	14	83
150–249	25	83
250–349	42	125
350–449	54	156
450–549	69	190
550–649	84	210
650–749	99	230
750–850	105	248
More than 850	Total Fully released	248

If the supervisors have elected a shop steward or occupational safety representative, this person shall 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. Calculating the number of employees**

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.

## **40 Negotiating 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.

Local negotiations must begin no later than a week after the day in which the case was brought up, and negotiations between the central organisations must start within two weeks.

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

## **41 Industrial peace and breaches of the collective 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.

# APPENDICES

# Protocol for unforeseeable and exceptional circumstances

## 1

An unforeseeable and exceptional situation is considered to occur if a decision or recommendation by the authorities prevents or significantly impedes the ability of the companies covered by the collective agreement to carry on their businesses.

In the event of such a situation, the employer may apply a lay-off notice period of at least five days.

This provision may be applied if lay-offs are essential.

## 2

In these situations, the negotiation period for any change negotiations referred to in the Act on Co-operation within Undertakings shall be five days, unless otherwise agreed upon in local change negotiations. The negotiation period provided for by the law shall begin to elapse when the negotiation proposal is issued.

## 3

Before this protocol enters into force, the central labour market organisations must jointly confirm that the conditions correspond to those referred to in clause 1.

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

<b>Time</b>	22 May 2025
<b>Place</b>	Electronic signature
<b>Present</b>	Representatives of the Finnish Hospitality Association MaRa and Service Union United PAM

## 1

The parties to the collective agreement have agreed to renew the Collective Agreement for Supervisors in the Hotel, Restaurant and Leisure Industry and the respective protocols for the period from 1 April 2025 to 31 March 2028.

The parties have the option of terminating the collective agreement with effect on 31 March 2027. Notice of termination must be given by the end of February 2027. The parties jointly undertake to review the economic climate and prospects of the sector by January 2027.

## 2

The contractual period includes two pay rise implementation points.

### 2025

The pay rise for the first year of the contractual period shall take effect at the start of the payroll period beginning on or after 1 September 2025, when a general pay rise of 2.5% shall apply.

### 2026

The pay rise for the second year of the contractual period shall take effect at the start of the payroll period beginning on or after 1 June 2026, when a general pay rise of 2.9% shall apply.

### 2027

The pay rise for the third year of the contractual period shall take effect at the start of the payroll period beginning on or after 1 July 2027, when a general pay rise of 2.4% shall apply.

### 3 Pay scales and working time supplements

The pay scales shall rise by corresponding percentages on the dates stated in clause 2.

The compensation paid to the chief shop steward and the occupational safety representative for duties outside working hours shall rise by 7.8% on 1 September 2025.

The supplements specified in monetary amounts in the collective agreement shall be as follows during the term of the agreement:

#### 1 September 2025

Evening supplement €1.40

Night supplement €2.37

#### 1 July 2027

Evening supplement €1.43

Night supplement €2.43

### 4 Amendments to the wording

The parties have agreed on amendments to the wording as per Appendix 2. The amendments shall take effect on 1 April 2025.

### 5 Working groups and workplace-specific experiments

The parties shall establish the working groups described in Appendix 3.

### 6 Signature protocol

The parties have agreed on the entry in the signature protocol described in Appendix 4.

Helsinki, Finland, 22 May 2025

Finnish Hospitality Association MaRa  
Service Union United PAM

# Hotel, restaurant and leisure services – supervisors’ remuneration

The wages specified in the wage annex are minimum wages, and they can be increased on the basis of the supervisor’s skills, efficiency, diligence, language proficiency and experience. as well as other similar factors.

## Pay scale groups

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- 1**     **Shift manager**  
(cafeterias, fast food restaurants and restaurants where no alcohol is served or establishments licensed to serve alcoholic beverages of no more than 5.5% alcohol by volume)

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  - 2**     **Floor attendant and head cleaner, bartender**

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  - 3**     **Shift manager and supervisor, head waiter**  
(in places serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume)  
**Reception manager**

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  - 4**     **Cafeteria manager, staff restaurant manager, hall manager** (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)

---

  - 5**     **Chef de cuisine**

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  - 6**     **Restaurant manager, responsible attendant in licensed restaurant premises**  
(in places serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume)
-

# Monthly salaries and hourly wages

## Monthly and hourly wages of employees, 1 September 2025

Pay scales applying to supervisors as of the payroll period beginning on 1 September 2025 or thereafter:

PR	0–2 years	Over 2 years	Over 5 years	Over 10 years
<b>1.</b>	2216 (13.94)	2276 (14.31)	2340 (14.72)	2406 (15.13)
<b>2.</b>	2327 (14.64)	2388 (15.02)	2459 (15.47)	2525 (15.88)
<b>3.</b>	2410 (15.16)	2473 (15.55)	2544 (16.00)	2616 (16.45)
<b>4.</b>	2431 (15.29)	2494 (15.69)	2568 (16.15)	2637 (16.58)
<b>5.</b>	2550 (16.04)	2619 (16.47)	2698 (16.97)	2775 (17.45)
<b>6.</b>	2724 (17.13)	2784 (17.51)	2847 (17.91)	2912 (18.31)

### Supplement for evening and night work

Evening supplement (from 18:00 to 24:00)	€1.40 per hour
Night supplement (from 24:00 to 06:00)	€2.37 per hour

### Grocery store supplement

- Mon–Fri from 18:00 to 24:00 €1.86 per hour
- Sundays, public holidays, May Day and Independence Day (from 18:00 to 24:00) €3.72 per hour
- Mon–Fri and public holidays from 00:00 to 06:00 €3.72 per hour

## Monthly and hourly wages of employees, 1 June 2026

Pay scales applying to supervisors as of the payroll period beginning on 1 June 2026 or thereafter:

PR	0–2 years	Over 2 years	Over 5 years	Over 10 years
<b>1.</b>	2280 (14.34)	2342 (14.73)	2408 (15.14)	2476 (15.75)
<b>2.</b>	2394 (15.06)	2457 (15.45)	2530 (15.91)	2598 (16.34)
<b>3.</b>	2480 (15.60)	2545 (16.01)	2618 (16.47)	2692 (16.93)
<b>4.</b>	2501 (15.73)	2566 (16.14)	2642 (16.62)	2713 (17.06)
<b>5.</b>	2624 (16.50)	2695 (16.95)	2776 (17.46)	2855 (17.96)
<b>6.</b>	2803 (17.63)	2865 (18.02)	2930 (18.43)	2996 (18.84)

## Monthly and hourly wages of employees, 1 July 2027

Pay scales applying to supervisors as of the payroll period beginning on 1 July 2027 or thereafter:

PR	0–2 years	Over 2 years	Over 5 years	Over 10 years
<b>1.</b>	2335 (14.69)	2398 (15.08)	2466 (15.51)	2535 (15.94)
<b>2.</b>	2451 (15.42)	2516 (15.82)	2591 (16.30)	2660 (16.73)
<b>3.</b>	2540 (15.97)	2606 (16.39)	2681 (16.86)	2757 (17.34)
<b>4.</b>	2561 (16.11)	2628 (16.53)	2705 (17.01)	2778 (17.47)
<b>5.</b>	2687 (16.90)	2760 (17.36)	2843 (17.88)	2924 (18.39)
<b>6.</b>	2870 (18.05)	2934 (18.45)	3000 (18.87)	3068 (19.30)

## Supplement for evening and night work, 1 July 2027

Evening supplement (from 18:00 to 24:00)	€1.43 per hour
Night supplement (from 24:00 to 06:00)	€2.43 per hour

# Employment contract

## Hotel, Restaurant and Leisure Industry – supervisors

<b>1. PARTIES TO THE EMPLOYMENT CONTRACT</b>	Employer	Place of business or domicile
	Supervisor	Personal ID code
	Address	Tel: Email
	Account number	
	The supervisor named above undertakes to work for the employer named above under the management and supervision of the employer in return for remuneration and in accordance with the following terms and conditions:	
<b>2. VALIDITY OF THE EMPLOYMENT CONTRACT</b>	Commencement date of the employment relationship	
	The agreement shall remain in effect	
	<input type="checkbox"/> Indefinitely. <input type="checkbox"/> For a fixed term until _____.	
	Exact time of expiry of the fixed-term contract <input type="checkbox"/> already known when concluding the contract <input type="checkbox"/> not yet known when concluding the contract	
	Grounds for the fixed-term employment contract	
	<input type="checkbox"/> Seasonal business <input type="checkbox"/> Standing in for an employee on leave <input type="checkbox"/> Other: _____	<input type="checkbox"/> Supervisor's own request <input type="checkbox"/> Practical training
<b>3. TRIAL PERIOD</b>	For indefinite employment relationships, the trial period begins on the first day of the employment and can last a maximum of six months, during which this contract can be cancelled by either party. In a fixed-term employment of maximum 12 months the trial period cannot exceed half of the duration of the employment contract.	
	Length of the trial period: _____. Final day of the trial period: _____	
<b>4. WORKING HOURS, ADDITIONAL WORK AND OVERTIME</b>	<input type="checkbox"/> Full-time (monthly salary) <input type="checkbox"/> Part-time, fixed minimum working hours _____ hours per 3 weeks (hourly wage) <input type="checkbox"/> Part-time, average minimum working hours _____ hours per 3 weeks (hourly wage) Other: _____	
	The supervisor can be required to do additional work, overtime and Sunday work in line with the law and the Collective Agreement.	
<b>5. DUTIES</b>	_____	
	The supervisor is obliged to also perform other duties assigned by the employer within the limits of the employer's prerogative.	
<b>6. REMUNERATION</b>	At the beginning of the employment relationship, the supervisor's remuneration is determined as follows: Pay scale group: _____ Pay (€/month/hour): _____	
	At the beginning of employment, the time entitling the employee to an experience increase amounts to _____ years _____ months	
<b>7. COMPENSATION FOR ADDITIONAL WORK, OVERTIME, SUNDAY WORK AND SUPPLEMENTS</b>	<input type="checkbox"/> Compensation shall be paid according to the number of hours entitling the supervisor to supplements and compensation. The supplements and compensation shall be paid in a <input type="checkbox"/> separate lump sum of _____ € per month	
<b>8. APPLICABLE COLLECTIVE AGREEMENT</b>	As regards the wages and working conditions applying to the employment relationship, the parties shall adhere to the law and the Collective Agreement for the Hotel, Restaurant and Leisure Industry (supervisors) signed by the Finnish Hospitality Association MaRa and Service Union United PAM unless this contract provides for more favourable terms for the supervisor.	
<b>9. OTHER TERMS AND CONDITIONS</b>		
<b>10. DATE AND SIGNATURES</b>	This contract has been made in two identical copies, one for the employer and one for the supervisor.	
	Locality	Time
	Signature of the employer's representative	Supervisor's signature

Clarification: In accordance with chapter 2, section 4 of the Employment Contracts Act, the employer states the following in regard to the key terms of employment: the employer shall specify the place of work at any given time within the following framework (e.g., specific places of business of the company or all places of business of the company or particular area(s) where work is performed):

# Agreement on the introduction of a working time bank

## Hotel, Restaurant and Leisure Industry – supervisors

<b>1. PARTIES TO THE AGREEMENT</b>	Employer	Place of business or domicile
	Shop steward	
	The parties agree on the introduction of an annual leave system in accordance with clause 13, subclause 3 of the Collective Agreement for the Hotel, Restaurant and Leisure Industry (supervisors).	
<b>2. ADJUSTMENT PERIOD</b>	The length of the adjustment period is _____ weeks/months (up to one year) The first adjustment period begins on _____, _____, 202____	
<b>6. VALIDITY</b>	The agreement shall remain in effect indefinitely. Either party can terminate the agreement with 3 months' notice. At the end of the period of notice, the ongoing system shall be followed until the end of the adjustment period.	
<b>7. DATE AND SIGNATURES</b>	This agreement has been made in two identical copies, one for the employer and one for the shop steward.	
	Locality	Time
	Signature of the employer's representative	Shop steward's signature

# Agreement on a working time bank

## Hotel, Restaurant and Leisure Industry – supervisors

<b>1. PARTIES TO THE AGREEMENT</b>	Employer	Place of business or domicile
	Supervisor	Personal ID code
	The parties agree that the annual working time system under clause 13, subclause 3 of the Collective Agreement shall apply to the supervisor's employment relationship. The agreement on the introduction of the system was signed by the shop steward.....20 <u>2</u>	
<b>2. ADJUSTMENT PERIOD</b>	The adjustment period applicable to the employment is _____ weeks, within which the working hours are adjusted to 112,5 hours / 3 weeks. The first adjustment period under the system begins on.....20 <u>2</u>	
<b>3. MAXIMUM WORKING HOURS</b>	The parties agree that the maximum working time in one single three-week period during the adjustment period is _____ hours/3 weeks (max. 150 hours).	
<b>4. SUMS OF MONEY DEPOSITED IN THE WORKING TIME BANK</b>	The following sums of money are converted into hours and are given to the employee as adjustment days off:  <input type="checkbox"/> Sunday work compensation <input type="checkbox"/> Overtime supplement <input type="checkbox"/> Holiday eve supplement <input type="checkbox"/> Additional work remuneration <input type="checkbox"/> Basic hourly rate for overtime <input type="checkbox"/> Supplement for evening and night work <input type="checkbox"/> X day compensation <input type="checkbox"/> Annual leave day <input type="checkbox"/> Compensation for V days <input type="checkbox"/> Holiday bonus in full/half <input type="checkbox"/> Other: _____	
<b>5. TIMING OF ADJUSTMENT DAYS OFF AND Z DAYS OFF</b>	As far as possible, the balancing days off and annual leave accrued in the working time bank shall be given to the supervisor between _____ and _____.	
<b>6. VALIDITY</b>	The agreement shall remain in effect indefinitely. Either party can terminate the agreement with 3 months' notice. At the end of the period of notice, the ongoing system shall be followed until the end of the adjustment period.	
<b>7. DATE AND SIGNATURES</b>	This contract has been made in two identical copies, one for the employer and one for the supervisor.	
	Locality	Time
	Signature of the employer's representative	Supervisor's signature

# Template for the memorandum of dispute

Memorandum of negotiations on a dispute related to the interpretation of the collective agreement/employment relationship	
<b>Company</b>	Name
	Address and phone number
<b>Place of business</b>	Place of business
	Address and phone number
<b>Time</b>	
<b>Participants</b>	Representatives of the employer
	Representatives of the supervisor
<b>1 Cause of dispute</b>	
<b>2 Reasons given by employer</b>	
<b>3 Supervisor's description</b>	
<b>4 It was agreed that</b>	
<b>5</b>	This memorandum was drawn up in two identical copies, one to be submitted by the employer's representatives to the Finnish Hospitality Association MaRa and one by the employees' representatives to Service Union United PAM.
<b>Locality and date</b>	
<b>Signatures</b>	Employer or employer's representative
	Supervisor's representative
<b>Please</b> append additional pages to the form if necessary.	



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