PAM

Collective Agreement for the Hotel,
Restaurant and Leisure Industry

EMPLOYEES

1 April 2023–31 March 2025

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This is an unofficial translation from Finnish to English of the Collective Agreement for the Hotel, Restaurant and Leisure industry 1 April 2023–31 March 2025. Only the original text of the Collective Agreement in Finnish is authoritative. If there shall be any ambiguity relating to the translation or interpretation of the translated clauses of the Collective Agreement, the interpretation which is in accordance with the original Finnish language text shall prevail. The document is for informational purposes only. No rights or obligations may be derived from this document.

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1. SCOPE OF APPLICATION

Clause 1 Scope of the agreement

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

Typically, the scope of application of this collective agreement covers:

- restaurants, 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 intermediation of domestic tourism services

The collective agreement shall apply to employees covered by the Working Hours Act. 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

Clause 2 Supervision and freedom of association

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

An employee 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 employees with information on safe and healthy working practices, the contents of the occupational health service in the workplace, the policy on absences due to illness, any occupational safety hazards, and the occupational health and safety organisation.

Both sides shall enjoy the unfettered freedom of association.

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

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

Clause 3 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 employee 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 an employee 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 employee 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.

EXAMPLE

An employment contract includes a provision on a six-month trial period. The employee starts working on 26 April. The last day of the trial period is 25 October.

Clause 4 Indefinitely valid employment contract (permanent contract)

1. Preconditions

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

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

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

2. Lay-offs

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

An agreement may be made with the chief shop steward to reduce the lay-off notice period in accordance with clause 30 of the collective agreement, but the lay-off notice period must be at least 7 days.

3. Notice of termination

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

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

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

Duration of employment relationship	Notice period
No longer than 10 years	14 days
Over 10 years	1 month

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

EXAMPLE 1 14-DAY NOTICE PERIOD

Notice of termination was given on 10 January. The notice period begins to elapse on 11 January. The last day of the employment relationship is 24 January.

EXAMPLE 2 NOTICE PERIOD 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.

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

4. Procedure followed in terminations

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

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

If the employee requests it, the reason for termination and the final day of employment must be given in writing.

5. Compensation

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

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

An employer who fails to observe the period of notice shall pay the employee full wages for any period of notice that was not observed

Full salary means:

1. the employee'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 employee'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 21(2) of this collective agreement.

Clause 5 Fixed-term employment contract

1. Preconditions

A fixed-term employment contract can be concluded for justified reasons, including:

- the nature of the work, deputy position or other corresponding reason;
- a reason related to the operation of the company or to the work to be performed;
- the employee's own request; or
- employment of a long-term unemployed person as referred to in chapter 1, section 3 a of the Employment Contracts Act.

2. Lay-offs

Under chapter 5, section 2 of the Employment Contracts Act, the employer can lay off an employee with a fixed-term employment contract only if the employee is working as a deputy of a permanent employee and the

employer would be entitled to lay off the permanent employee if they were working.

Notice of lay-offs must be given at least 14 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 employee ends the employment relationship before the expiry of the fixed term, the employee 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 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 employee for damages as provided by chapter 12 of the Employment Contracts Act.

3. WORKING HOURS

Clause 6 Obligation to offer additional work

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

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

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

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

1. Regular working hours

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

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

2. Working hours of part-time employees

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

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

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

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

B. Average minimum working hours

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

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

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

EXAMPLE

The first three-week period starting in January begins on 2 January 2023. This marks the beginning of the follow-up period, which will end on 14 January 2024. Therefore, the length of the follow-up period is 18 three-week periods. If the agreed average minimum working hours of the employee are 90 hours in three weeks, the actual working hours in the entire follow-up period must amount to at least 18 x 90 hours = 1,620 hours. Paid absences also count as hours.

Follow-up periods in 2023 and 2024			
Start of three-week period	**End of three-week period**	**Number of three-week periods**	**Next follow-up period begins**
02 January 2023	14 January 2024	18	15 January 2024
09 January 2023	31 December 2023	17	01 January 2024
16 January 2023	07 January 2024	17	08 January 2024
23 January 2023	14 January 2024	16	15 January 2024
30 January 2023	31 December 2023	16	01 January 2024

Follow-up periods in 2024 and 2025			
Start of three-week period	**End of three-week period**	**Number of three-week periods**	**Next follow-up period begins**
1 January 2024	12 January 2025	18	13 January 2025
8 January 2024	19 January 2025	18	20 January 2025
15 January 2024	5 January 2025	17	6 January 2025
22 January 2024	12 January 2025	17	13 January 2025
29 January 2024	19 January 2025	17	20 January 2025

Follow-up periods in 2025 and 2026			
Start of three-week period	**End of three-week period**	**Number of three-week periods**	**Next follow-up period begins**
6 January 2025	18 January 2026	18	19 January 2026
13 January 2025	4 January 2026	17	5 January 2026
20 January 2025	11 January 2026	17	12 January 2026
27 January 2025	18 January 2026	17	19 January 2026

A workplace-specific agreement can be made in line with clause 30 to allow for a different follow-up period (for example, from April to April). The follow-up of the working hours will be performed within two months from the end of the respective period.

The employee 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 follow-up is to ensure that the agreement corresponds to the factual 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 employee in connection with the assessment.

If the foregoing reason applies to more than one employee, 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 employee individually.

EXAMPLE

An employee's employment contract specifies an average minimum working time of 90 hours over three weeks. The employee 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 employee 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 compensate the employee for the shortfall. However, there shall be no compensation obligation if the agreed working hours have fallen short for a reason attributable to the employee or due to an unpaid absence.

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

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

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

An employee working 90 or 105 hours in a three-week period on the basis of clause 12(4) or 12(5) of the collective agreement shall not qualify as a part-time employee.

3. Length of a working shift

One shift must be at least four hours. At the employee'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 employee before the roster is drawn up.

The length of a shift must not exceed 10 hours. With the employee's consent, the shift can be longer. Unreasonable numbers of ten-hour shifts must not be imposed on the employee. At the request or upon the consent of the employee, successive 10-hours shifts can be arranged. However, 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 employee. 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 employee must be provided with the coffee break described in subclause 5 and at least another 30-minute break for rest or, taking the pace of work into consideration, a sufficiently long break during the working hours for a meal in a suitable place.

If the daily uninterrupted working time exceeds 10 hours, after working eight hours, the employee 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 different local agreement on the duration and arrangement of the rest period may be made in accordance with clause 30 of the collective agreement.

The break for rest is not calculated as part of the working hours if the employee 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 employee 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 employee must have the opportunity to consume refreshments while working. Reasons related to work arrangements primarily refer to employees 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.

Clause 8 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 employee's initiative, an agreement can be made to deviate from this provision.

Employees may have no more than five consecutive shifts in which at least three hours of work are scheduled between 11 pm and 6 am (night shifts).

After an employee has worked five consecutive night shifts, two further night shifts may be assigned to the employee, but only if the employee 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 employee'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 30 of this collective agreement, it is possible to make workplace-specific agreements on combinations with Sunday and Monday off.

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

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

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

V	X	3 weeks	4 weeks	2 weeks	V	X
Sat	Sun		Annual holiday		Sat	Sun

When agreeing on the annual working hours system under clause 12(3) of the collective agreement, it is also possible to agree with the employee on weekend days off following a system deviating from this provision.

3. Arranging free time in certain situations

Unless otherwise agreed with the employee, 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 employees who are not entitled to earn V and X days off.

Clause 9 Roster

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

The roster must 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 employee and the employer.

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

Clause 10 Special public holidays

1. Christmas Eve and Christmas Day

The evening shift on Christmas Eve and the entire day on Christmas Day shall be days off if the employee 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.

2. May Day (1 May)

Employees must be allowed free time on May Day (1 May) from the morning shift until 13.00 or if possible, until 16.00.

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

Clause 11 Annual leave system (VV)

1. System coverage

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

The system shall not apply to working time schemes equivalent to three-shift work as per clause 12(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

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

EXAMPLE

An employee's employment relationship began on 21 December 2023. The employee begins to accrue working hours carrying an entitlement to annual leave as of 21 February 2024.

The employee accrues one day of annual leave for each 200 working hours. After working 1,400 hours, the accrual threshold is 140 hours, and after working 1,540 hours, the accrual threshold is 100 hours (see the table below). A maximum of nine (9) days of annual leave can be accrued each calendar year.

Periods of absence from work shall not accrue hours carrying an entitlement to annual leave. However, for shop stewards and occupational safety representatives, job release time as referred to in clause 41 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:

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

3. Granting annual leave

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

When annual leave is scheduled on the roster, the employee should be given the chance to express their opinion on the timing of the annual leave.

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

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

EXAMPLE

A full-time employee 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 employee, 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 employee's initiative, must be made separately for each day of annual leave accrued.

Days of annual leave earned by part-time employees 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 employee's initiative to pay the employee a sum corresponding to 7.5 hours of the basic pay instead of granting time off.

4. Pay for a period of annual leave

Employees shall be paid the basic wage 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 12(4) of the collective agreement

The accrual threshold for annual leave applying to employees working regular night shifts in accordance with clause 12(4) of the collective agreement shall be 160 hours. Night workers may accrue up to eight (8) days of annual leave per calendar year. An individual day of annual leave shall reduce the working time by six (6) hours.

6. Staff restaurants

In staff restaurants, a local agreement may be made in accordance with clause 30 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 employee may request the postponement of days of annual leave in the roster if the employee 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 employee remains unable to work for longer than the duration of the annual leave.

Clause 12 Specific working hour schemes for full-time employees

1. Working time adjustment system

1. Regular working hours and adjustment period

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

The length of the adjustment period and the starting and ending times must be indicated in the roster. Employees 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 comparable to a working day in the calculations of X and V days and annual holidays.

The interval between days off must not exceed seven working days.
The working hours shall be adjusted during the adjustment period either by shortening the daily working hours or by granting separate adjustment days off. During an adjustment period, however, the 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 12(5) of the collective agreement but not to regular night work in accordance with clause 12(4) of the collective agreement.

EXAMPLE 1 ADJUSTMENT OF WORKING TIME

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

Period 1: 117 hours.	Period 2: 130 hours.	Period 3: 120 hours
3 X days off	1 X day off	3 X days off
3 V days off	3 V days off	3 V days off

Period 4: 85 hours.	Period 5: 120 hours	Period 6: 103 hours.
5 X days off	2 X days off	4 X days off
3 V days off	3 V days off	3 V days off
3 adjustment days off	1 adjustment day off	

2. Impact of absences

For absences, the working hours stated on the roster are considered to be the working hours done and recorded in the working hours system. If no roster has been drawn up, the working hours to be included in the system amount to 7.5 hours per working day and 37.5 hours per working week. For annual holidays, the shortening impact of the annual holidays as per clause 27(5)(8) of the collective agreement is included in the calculation of working hours done, and the shortening impact of the annual holidays is 7.5 hours.

For the working time schemes referred to in clause 12(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 the period-specific additional or overtime remuneration are not taken into consideration in the calculation of the total working hours in an adjustment period.

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

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

If the employment ends in the middle of the adjustment period for a reason attributable to the employee before the working hours have been adjusted to the maximum regular working hours, the deficit in working hours can be deducted from the employee'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 an employee with a full-time 112.5 contract ends in the middle of the 18-week adjustment period after three three-week periods due to a reason attributable to the employer.

Period 1: 130 hours.	Period 2: 128 hours.	Period 3: 108 hours.

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 employee shall be paid for additional work as follows: 3 × 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 × 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

The deficit in working hours resulting from a reason attributable to the employee can be deducted from the pay at the end of the adjustment period. If there is any surplus of working hours at the end of the adjustment period, 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 employee had worked for 625 hours. Therefore, there would be 50 hours available for the last three-week period (666 - 625 hours). However, the employee worked for 81 hours during the last period, and compensation shall be paid for the additional work and overtime (81 - 50 = 30 hours) as follows:

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

2. Working time adjustment system based on a local agreement

1. Regular working hours and adjustment period

A local agreement may be made in accordance with clause 30 of the collective agreement to adjust the working hours of a full-time employee 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. Employees 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 comparable to a working day in the calculations of X and V days and annual holidays.

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

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

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

On the aforementioned principles, the system may be applied to working time schemes equivalent to three-shift work in accordance with clause 12(5) of the collective agreement but not to regular night work in accordance with clause 12(4) of the collective agreement.

EXAMPLE 1 ADJUSTMENT OF WORKING TIME

The length of the adjustment period is 9 three-week periods. The number of working hours in an adjustment period totals 9 × 112.5 hours = 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.

Period 1: 136 hours.	Period 2: 136 hours.	Period 3: 125 hours.
1 X day off	1 X day off	2 X days off
3 V days off	3 V days off	3 V days off

Period 4: 125 hours.	Period 5: 122 hours.	Period 6: 80 hours.
2 X days off	3 X days off	5 X days off
3 V days off	3 V days off	3 V days off
		4 adjustment days off

Period 7: 90 hours.	Period 8: 87.5 hours.	Period 9: 111 hours.
4 X days off	6 X days off	3 X days off
3 V days off	3 V days off	3 V days off
2 adjustment days off	2 adjustment days off	

2. Impact of absences

For absences, the working hours stated on the roster are considered to be the working hours done and recorded in the working hours system. If no roster has been drawn up, the working hours to be included in the system amount to 7.5 hours per working day and 37.5 hours per working week. For annual holidays, the shortening impact of the annual holidays as per clause 27(5)(8) of the collective agreement is included in the calculation of working hours done, and for each day of annual holiday, the impact is 7.5 hours.

For the working time schemes referred to in clause 12(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 in the middle of an adjustment period

If the employment ends in the middle of the adjustment period for a reason attributable to the employee before the working hours have been adjusted to the maximum regular working hours, the deficit in working hours can be deducted from the employee'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 addi-

tional 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 an employee with a full-time 112.5 contract ends in the middle of the 27-week adjustment period after three three-week periods due to a reason attributable to the employer.

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

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 employee shall be paid for additional work as follows: 3 × 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 × 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

The deficit in working hours resulting from a reason attributable to the employee can be deducted from the pay at the end of the adjustment period. If there is any surplus of working hours at the end of the adjustment period, 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 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 employee had worked for 950 hours. Therefore, there are 62.5 hours available for the last three-week period (1012.5 - 950 hours).
However, the employee worked for 95 hours during the last period, and compensation shall be paid for the additional work and overtime (95 - 62.5 = 30 hours) as follows:

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

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

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

1. The introduction of a working hours system must be locally agreed with the shop steward in accordance with clause 30 of the collective agreement.
2. The system may be applied to full-time employees 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 employee shall make a separate written agreement on the employee's inclusion in the system. When the employee joins the system, the parties agree on the length of the adjustment period, as well as on the maximum number of hours in a three-week period according to subclause 2.1. At the same time, the preliminary timing of adjustment days off shall be agreed. For an individual employee, the adjustment period can be shorter than the period agreed upon with the shop steward at the introduction of the system.

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

6. The employer shall notify the shop steward representing the employee of the agreements made with the employees joining the system.

7. An employee in the system can be laid off only for a compelling, unforeseeable reason unrelated to the employee or the employer.

8. The shop steward 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. An employee or the employer can terminate the system for the specific employee with three months' notice, and the ongoing system shall be used until the end of the adjustment period.

10. For health reasons confirmed by the occupational health care service in relation to the employee's ability to cope with their work, the employer or the employee may terminate the system for a specific employee with a maximum of one 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 employee's exit from it has led to a situation where it is no longer possible to offer every employee permanent work due to the seasonal nature of the work, any workforce reduction measures must be targeted primarily at employees 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 12(5) of the collective agreement but not to regular night work in accordance with clause 12(4) of the collective agreement.

2. Organisation of working hours

1. The maximum regular working time in a three-week period shall be 150 hours.
2. The working time in excess of 112.5 hours in a three-week period shall be given as days off during the adjustment period.

3. The working time shall be arranged in accordance with clauses 7 and 8 of the collective agreement with the following exceptions:
   - the additional day off (X) can be given during the adjustment period in connection with another day off
   - 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. Employees 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 9 of the collective agreement.
6. For the annual holiday days, the shortening impact of the annual holidays as per clause 27(5)(8) of the collective agreement 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. Employees 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 employee'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 the three-week period, the employee has worked for 150 hours, with two 7.5-hour Sunday shifts. The employee's wage is €12 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 × €12 (€180), which is converted into 15 hours. In total, the system thus includes a transfer of 52.5 hours to be given as days off. The working hours are adjusted by giving the employee 8 full days off during the adjustment period at a time agreed upon by the parties.

6. Remuneration

1. For the days off, the employee receives the wages in force at that time.
2. If the employee's tasks change after the working hours and/or 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 employee 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 an employee falls ill while taking adjustment days off, they shall be entitled to suspend the days off for the duration of the sick leave, and the absence shall be treated as sick leave starting from the day after the employee falls ill. The employee must present documentation of the illness as per the collective agreement, informing the employer of their wish to suspend 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 employee before the working hours have been adjusted to the maximum regular working hours, the deficit in working hours can be deducted from the employee'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 will 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 employee at the end of the adjustment period, such deficits can be deducted from the employee's wages.

3. If there are surplus hours at the end of the adjustment period, the employee shall be compensated as follows:
   - the working hours are divided by the sum total of working days and adjustment days off taken;
   - work in excess of the average of 7.5 hours per day will be compensated up to 8 hours with the payment for 0.5 hours of additional work at the normal hourly wages;
   - 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 will be compensated at the normal pay plus 100%.

10. Working hours register

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

4. Regular night work

1. Employees entitled to shortening of working hours

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

- over half of the working hours are between 01.00 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 the part-time employee covered by this working hours system shall be calculated by dividing the monthly wages by 127.

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

4. Working time adjustment system to be locally agreed with a night employee

A local agreement may be made in accordance with clause 30 of the collective agreement to adjust the working hours of a full-time night employee with a monthly salary to 90 hours over two consecutive three-week periods (adjustment period).

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

The additional day off (X) can be given either during the earning week or in combination with another day off during the same three-week period. The working time shall be adjusted during the adjustment period by granting separate adjustment days off. The adjustment days off shall be marked in the roster and considered equivalent to working days in the calculation of accrued X and V days and annual holidays, as well as in the pay for a partial month. Adjustment days off must not overlap other days off and annual holidays.

For absences, the working hours stated on the roster are considered to be the working hours done and recorded in the working hours system. If no roster has been drawn up, the working hours to be included in the system shall amount to 6 hours per working day (30 hours per working week). For annual holidays, the shortening impact (6 hours) of the annual holidays as per clause 27(5)(8) of the collective agreement is included in the calculation of working hours done, and for each day of annual holiday, the impact is 6 hours.

If the employment ends in the middle of the adjustment period for a reason

attributable to the employee before the working hours have been adjusted to the maximum regular working hours (180 hours), the deficit in working hours can be deducted from the employee'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 12(1) of the collective agreement.

The work in excess of 120 hours in a three-week period shall be subject to compensation as overtime 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 employee can be deducted from the pay at the end of the adjustment period. At the end of the adjustment period, compensation shall be paid for hours worked in excess of the maximum regular working time (180 hours) as follows: 18 hours at the normal pay plus 50%, and any further hours at the normal pay plus 100%.

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

5. Work comparable to three-shift work

1. Employees entitled to shortening of working hours

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

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

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

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

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

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

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

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

4. REMUNERATION

Clause 13 Form of pay

Full-time employees shall receive monthly salaries.

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

Clause 14 Determining the amount of pay

1. Seniority

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

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 seniority is:

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

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

If the employer enquired about an employee's work experience, and the employee 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 employee's work experience.

Training in line with subclause 2 also increases the working experience period.

If an employee transfers to a new position in a more demanding pay scale group or becomes included in the scope of the collective agreement for Supervisors, the new pay scale shall be determined according to the higher year of seniority closest to the former pay scale.

EXAMPLE

A waiter who previously worked full time between 1 January 2019 and 30 June 2023 is hired as a waiter on 1 October 2023. The employee's experience amounts to 4 years and 6 months. The minimum wages of the employee are determined according to the pay scale for employees with over 2 years of experience. On 1 April 2024, the employee moves on to the pay scale of those with over 5 years of seniority.

2. Training period

At the beginning of an employment relationship, there is a training period. The training period lasts six months. If the employee has the vocational training required for the job, the training period is two months.

The training period is reduced by the working experience defined in subclause 1 above.

The trainee's wages are 80% of the pay scale for the job in question, which is the scale for employees with 0–2 years of experience.

The training period is calculated in the same way as work experience (subclause 1), although only paid absences accrue training time (not unpaid absences).

3. Pay scale groups

Pay scale groups	
1	Assistant, porter
2	**Waiter, cashier, shop assistant, cook, motorway traffic and service station worker, bowling alley attendant** (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.) **Cleaner, pool attendant, transportation and distribution work done by car, lobby attendants, camping area worker**
3	**Staff restaurant cook** (not serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume) **Floor attendant, processed food cook, baker**
4	**Waiter, cook, cold buffet cook, motorway traffic and service station worker, bowling alley attendant** (on licensed premises serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume) **Doorman, security steward, service attendant, switchboard operator, reception assistant, karaoke worker, conference organiser, employee in the wellness sector (such as fitness trainer, personal trainer, chiropodist), hobbies and events worker** (such as gym trainer, leisure activities instructor, roadie, hall builder, caddie master), **beautician, physical education instructor, masseur/masseuse**
5	Hotel receptionist, concierge, porter, physiotherapist

The employee shall receive pay according to the pay scale group for the work they do most of the time.

If the employee regularly performs work that is less demanding than the one in their pay scale group, this work does not lower the wages.

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

EXAMPLE

A kitchen assistant works about 30% of the working hours as a cook.
The restaurant serves alcoholic drinks containing more than 5.5% alcohol by volume.
An agreement must be made on the increase in the assistant's pay-scale wages as follows:

Cook's pay scale, 1 June 2023 (0–2 years): €2031
Kitchen assistant's pay scale: €1774
Difference in salary: €257

The kitchen assistant's pay is increased by: €257 × 30% = €77.10
The pay is at least €1774 + €77.10 = €1851.10

Clause 15 Apprentices, the young and school pupils

1. Apprenticeship

An apprentice shall receive 80% on year one and 90% on year two of the wages in the pay scale group of the respective professional worker, with due respect to the experience referred to in clause 14 of the collective agreement. After two years, the apprentice shall receive the full pay-scale wages.

When the work of a trainee or student is organised, the objectives of the traineeship and occupational health and safety considerations must be taken into account.

2. Under 18-year-olds

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

3. School pupils

Pupils at secondary and upper secondary schools can be hired for a maximum of two months. Such pupils' wages shall be 70% of the respective pay scale group.

Clause 16 Factors increasing the pay

1. Supplement for representing the licence holder

(previously known as the supplement for the substitute to the responsible manager)

An employee who is designated by the employer to act as representative of the licence holder under the Alcohol Act and who works at an establishment serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume shall be paid:

- at least the pay-scale hourly wages of a head waiter for the hours of each shift when the person is designated as the representative of the licence holder; or
- a separate form of fixed remuneration, taking the proportionate share of the shifts with the extra responsibility into account.

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

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

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 employees.

EXAMPLE 1.

A waiter employed for more than 5 years is paid the supplement for representing the licence holder for the hours of each shift of responsibility as follows:

Head waiter, 1 June 2023	over 5 years	€15.35
Waiter, 1 June 2023	over 5 years	- €12.21

Supplement for representing the licence holder in the example case €1.83.

EXAMPLE 2.

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

Head waiter, 1 June 2023	over 5 years	€2,441
Waiter, 1 June 2023	over 5 years	- €2,150
		€291
		× 30% = €87.30
		€2,150
		+ €87.30
Waiter's minimum total salary		€2,237.30.

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^2, supplements shall be paid according to the Collective Agreement for the Commercial Sector in force at the time, and the Sunday work provisions of the same Agreement shall apply. The evening and night supplement referred to in subclause 2 shall not be payable for the hours with the above supplement.

A time compensation system (clause 12(5) of the collective agreement) comparable to three-shift work under the collective agreement shall not apply to work at a motorway traffic station covered by this supplement if

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

Clause 17 Work on Sundays, public and church holidays and holiday eves

1. For work on Sundays, public and church holidays, the employee shall receive the basic wages, evening and night supplements, as well as the supplement for representing the licence holder with a 100% increase

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

2. For work on holiday eves after 15.00, the employee 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.

Clause 18 Additional work and overtime

1. Additional work

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

Additional work is subject to the employee'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 work is subject to the employee's consent.

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

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

A. for additional work:

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

B. for overtime work:

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

If the three-week period is not complete 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.

EXAMPLE

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
8	9	8	9	9	V	7	8.5	9	9	9	X	X	V	9	4	V	4	4	X	6

3 weeks = 112.5 hours

The employment relationship ended
Hours 94.5 hours
Working days 11

94.5 hours: 11 working days = 8.59 hours/working day

Additional work up to 8 hours: 8 hours - 7.5 hours = average of 0.5 hours of additional work × 11 working days = 5.5 hours

Overtime for the amount in excess of 8 hours: 8.59 hours - 8 hours = average of 0.59 hours overtime
× 11 working days = 6.49 hours

Compensation:
5.5 hours at the normal hourly pay.
6.49 hours at the normal pay plus 50%.

However, the calculation rule for a non-complete period shall not apply to a period that is incomplete due to annual holidays. Instead, the provisions of clause 27(8) of the collective agreement shall apply.

Clause 19 Work done on a day off

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

Clause 20 Conversion of increased pay to days off

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

The length of the time off corresponding to overtime 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 is reached, the employer will determine the time of the days off unless the employee requires compensation in money.

EXAMPLE

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

Clause 21 Payment of wages

1. Payment of wages

The employee's wages must be paid to a banking institution indicated by the employee. The employer 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 employee 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.

1. **Payment of wages** (valid until 31 December 2022)

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

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

The wages can be paid once a month in accordance with

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

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

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

An employee with a monthly salary regularly works three days a week. The monthly salary divisor is determined as follows: 3 / 5 x 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.

5. ABSENCES

Clause 22 Absence due to illness

1. Conditions for payment of wages

The employer shall pay wages for a period of sickness if:

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

2. Notification obligation and certificate of incapacity for work

If the employee falls ill, the employee 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 employee 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 employer has not obtained an appointment with a doctor employed in public healthcare due to the emergency classification or other compelling reason.

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

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

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

A local agreement can be made in accordance with clause 30 of the collective agreement on a procedure enabling employees to notify the employer of a short-term loss of working capacity and the reason for this without providing a certificate from a doctor or nurse to confirm the loss of working capacity. Such a workplace-specific agreement may be used for absences of up to three calendar days due to illness and only for short-term illnesses that do not require medical treatment (such as a cold or stomach bug).

The loss of working capacity must be reported without delay in accordance with clause 22(2) of the collective agreement.

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

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

- The objectives of the agreement
- Whom the agreement applies to: for example, the procedure does not apply to people covered by referrals for treatment or employees with pre-existing working capacity problems

- How and to whom the notification should be made
- How long a person can be granted the right to an absence at any one time
- The validity of the procedure during the trial period
- Compliance with the procedure when the absence due to illness coincides with days off or holidays
- Forecasting misuse and the option of removing an employee 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 the illness persists
- How many times per year a person can be absent using this procedure
- This procedure cannot be used to extend an absence prescribed by a doctor
- How the implementation of the agreement is monitored

3. Pay period during sick leave

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

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

If an employee 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 employee.

4. Amount of sick pay

1. Employees with monthly salaries

An employee 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 21(2) of the collective agreement.

2. Employees with hourly wages

An employee 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 the wages during sick leave

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

If the daily allowance under the Health Insurance Act is not paid for a reason attributable to the employee, 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 employee 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 the Statutory Motor Vehicle Insurance 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.

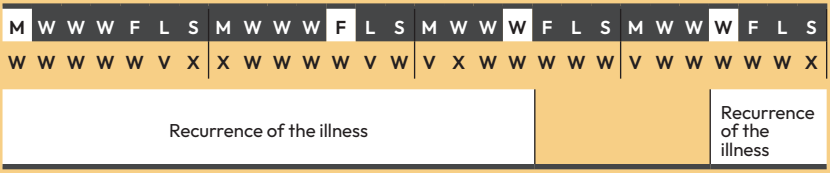
6. Recurrent illness

If an employee 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).

EXAMPLE

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



Paid sick leave period	28 days
Previous period of illness	- 16 days
Paid sick leave period for the relapse	12 days = 31 October–11 November

The Social Insurance Institution (Kela) pays the daily allowance for the period from 12 November to 17 November directly to the employee.

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

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

Clause 23 Medical check-ups and examinations

1. Medical check-ups and examinations

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

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

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

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

Clause 24 Temporary absences

1. Sudden illness in the family

1.1.
If a child of the employee or other child permanently living in the same household falls ill and the child is under 10 years of age, the employee

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 employee has immediately informed the employer of the absence, and if possible, the duration thereof; and
- the clarification under clause 22 of the collective agreement has been given.

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

For 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
- information is provided, if requested, on why the other adult is unable to take care of the child.

1.2.
The employee 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. Employee's wedding and anniversaries

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

The employee'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 an employee 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

An employee may participate in the call-up for national military service and the associated medical examination without loss of earnings. Clause 23 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 employee shall be paid the difference between the wages and the fee paid to the refresher course participants.

5. Performance of civic duties

An employee 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 employee has provided an account of the associated official compensation for lost earnings.

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

The members of Service Union United PAM's sectoral commission, committee, executive and council shall be given the opportunity to participate in the meetings of the said bodies and in the union assembly, unless a weighty reason related to work arrangements prevents such participation. The employee 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

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

8. Agreement on absences and annual holiday benefits

The employee must agree with the employer on the absences as per subclauses 2–7 of this clause.

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

Clause 25 Family leave (valid as of 1 January 2024)

1. Statutory rights

The employee's right to pregnancy, special pregnancy, 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 employee jeopardise her health or the unborn baby's health and no other work can be arranged for the employee, who needs to be absent from work for this reason.

3. Pregnancy leave

Pregnancy leave begins 30 working days before the expected date of birth. The employer and the employee 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 employee shall be entitled to take parental leave in up to four periods, which must be at least 12 working days long. Even if an employee is entitled to a parental allowance related to two or more children, the employee 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 employee may reach an agreement for the employee 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 employee must propose partial childcare leave to the employer no later than two months before the start of the leave.

Clause 25 Family leave
(valid until 31 December 2023)

1. Statutory rights

The employee'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 maternity leave

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

3. Maternity leave

The length of maternity leave shall be 105 weekdays, with 50–30 weekdays taken before the due date. The employer must be notified of the maternity leave no later than 2 months before the leave starts.

4. Paternity leave

The length of the paternity leave shall be 54 weekdays, such that during the maternity or parental leave period, the father can take a maximum of 18 weekdays in 1–4 periods. Paternity leave taken outside the maternity and parental leave period can be divided into a maximum of two periods.

The employer must be informed about the paternity leave no later than 2 months before the leave starts. If the leave lasts no longer than 12 working days, the notification period shall be one month.

5. Parental leave

The length of the parental leave shall be 158 weekdays, and the employee shall have the option of taking it in a maximum of two periods of at least 12 days. The employer must be notified of the parental leave and the length thereof no later than 2 months before the leave starts. If the leave lasts no longer than 12 working days, the notification period shall be one month.

If it is not possible to adhere to the 2-month advance information period due to the spouse taking up employment or ensuing childcare arrangements, the employee shall be entitled to take the parental leave one month after providing advance notification unless this severely disrupts the production or service operations at the workplace.

6. Childcare leave

The employer must be notified of the childcare leave no later than 2 months before the leave starts. If the leave lasts no longer than 12 working days, the notification period shall be one month.

7. Partial childcare leave

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

Clause 26 Pay during pregnancy and parental leave (valid as of 1 January 2024)

1. An employee entitled to a pregnancy allowance in accordance with chapter 9, section 1 of the Health Insurance Act shall be paid remuneration for an uninterrupted period of 40 days of the pregnancy allowance from the start of the pregnancy leave. A parent entitled to a parental 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 of an employee 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 employee 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 employee

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

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

3. The remuneration shall be paid to the employee 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 employee 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 an employee 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 wages if the employment relationship ends during the family leave for a reason not attributable to the employee, thereby preventing the employee from returning to work.

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

Clause 26 Pay during maternity, adoptive parents' or paternity leave (valid until 31 December 2023)

1. For the three first months, an employee on maternity leave shall receive the maternity and adoptive parent's wages constituted by the difference between the basic wages for the period and the daily allowance payable to the employee under the Health Insurance Act, if
   - the employment has lasted for an uninterrupted period of at least 12 months before the start of the maternity leave; and
   - the employee returns to work or is prevented from returning to work for a reason stated in clause 6.

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

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

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

5. If the maternity leave begins less than one year after the employee 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 maternity leave.

6. If an employee who has received wages during maternity leave does not return to work, the wages paid during the maternity leave period can be claimed back. However, there shall be no right to reclaim wages if the employment relationship ended during the period of family leave for reasons beyond the employee's control, thus preventing the employee from returning to work.

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

6. ANNUAL HOLIDAY

Clause 27 Annual holiday

1. Annual holiday

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

2. Accrual of holidays

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

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

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

A holiday entitlement month is a calendar month in which:

a. the employee has worked for at least 14 days

b. the employee has worked for at least 35 hours

Employees shall accrue holidays according to option A or B.

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

For employees 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 employee 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, working days on which the employee 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 a person remains unable to work after the end of the holiday entitlement year, a maximum of 75 working days in total for each such illness or accident shall qualify as equivalent to working days.

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

as in cases under item j), 42 calendar days at a time and under item l) 42 calendar days in a holiday credit year.

When the time of absence is calculated, the absence shall be considered to start on the first day on which the employee 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 employee returns to work. In this case, the hours that the employee 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 employee's right to transfer (save) annual holidays is determined according to section 27 of the Annual Holidays Act (162/2005).

5. Granting annual holidays and marking them 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, employees must be given the opportunity to express their opinion on the holiday times.

   With the consent of employees, 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 consent of the employee, 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 employee's consent.

4. If possible, the employer must inform the employees of 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 employee'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 employees in another working hours system and for part-time employees, the impact of the annual holidays and the aforementioned midweek public holidays shall be calculated using the foregoing criteria in proportion to the employee's working hours.

9. If the holidays cover several three-week periods, the shortening of the working hours will be calculated separately for each three-week period.

10. An employer who ends the employment of an employee on grounds related to the employee's person may instruct the employee 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 employee. 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 employee and employer may make an agreement on whether the employee 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 earned days off or those to be earned.

EXAMPLE

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

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

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	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH	

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

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	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH	

If the last day of an employee's annual holiday is a Monday, the employee shall earn two days off in the same week.

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		AH	W	W	W	W	V	X

If the employee's last annual holiday day is Tuesday, the employee shall earn one day off 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	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH		AH	AH	W	W	V	W	W

If the last day of annual holiday is a Wednesday or later, no days off will be 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	AH	AH	AH	AH	AH		AH	AH	AH	AH	AH	AH		AH	AH	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 annual holiday days in total between Monday and Friday in this period, so the working hours in this period are shortened by 5 × 7.5 hours = 37.5 hours in total. The remaining working hours in the period are 112.5 - 37.5 hours = 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 × 7.5 hours = 75 hours in total. The remaining working hours in the period are (112.5 - 75) = 37.5 hours.

EXAMPLE 3. (UNINTERRUPTED HOLIDAYS OVER SEVERAL PERIODS)

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

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 × 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 × 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 x 7.5 hours = 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 x 7.5 hours = 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	Mon	Tue	Wed	Thu	Fri	Sat	Sun
L	L	L	–	L	L	–	L	W	W	W	W	X	V	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 x 7.5 hours = 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) = 67.5 hours.

EXAMPLE 6. (MIDSUMMER)

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	V	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 x 7.5 hours = 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 employee 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 employee if the employee 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

- An employee informs the employer that they are incapacitated before the start of an annual holiday; and
- The employee 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 employee is obliged to provide a medical certificate to prove the incapacity for work.

If the employee 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 employee does not delay in providing the information after the impediment ceased.
Under the foregoing conditions, the employee 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 the annual holidays

If an employee falls ill during an annual holiday, the employee 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 employee must ask the employer to postpone the holiday days and, if requested, provide the employer with a medical certificate of the incapacity for work.

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

For the period of illness, the employee shall be entitled to receive sickness pay in accordance with clause 22 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 applied to the employee at the end of the holiday entitlement year (31 March).

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

2. Payment of holiday pay

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

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

3. Amount of holiday pay

A Employees with monthly salaries

During holidays, the daily wage of an employee 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 an employee with a monthly salary shall be augmented by the sum of the evening and night supplements and the supplement for representing the licence holder, as well as Sunday work remuneration paid during the holiday entitlement year:

Holiday entitlement year (1 April–31 March) paid during the period	Less than a year in employment by 31 March	At least a year in employment by 31 March
• evening supplement, • night supplement • Sunday work remuneration • supplement for representing the licence holder	9%	11.5%

EXAMPLE OF CALCULATING HOLIDAY PAY

The monthly salary at the beginning of the holiday was €1810 + the hourly supplements during the holiday entitlement year totalling €1200 (11.5%).

At the beginning of the 24-day summer holiday, the following shall be paid:

Basic pay €1810 / 25 × 24 = €1737.60

Supplements 11.5% × €1,200 = €138

Summer holiday pay €1810 + 24/30 × €138 = €1920.40

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

Basic pay €1810 / 25 × 6 = €434.40

Supplements €138

Winter holiday pay €434.40 + 6/30 × €138 = €462

B. Employees 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:

a. the wages paid for the working days (excluding the supplements for overtime and emergency work) as well as

b. the following elements of pay calculated for absences that accrue annual holiday:

- in addition to the remuneration paid during sick leave, up to a total of 75 working days
- due to medical rehabilitation if prescribed by a doctor to restore or maintain working capacity after an occupational disease or accident, up to a 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
- 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 employees working fewer than 14 days but at least 35 hours per month, the calculated pay shall be increased by a maximum of 105 calendar days in a holiday entitlement year in addition to the sick pay already paid for the period of sickness or rehabilitation, and a maximum of 42 calendar days at a time for periods of lay-off.

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

EXAMPLE

A part-time employee with an hourly wage of €12 and average minimum of working time of 90 hours/3 weeks.

Holiday entitlement: 2.5 days × 12 months

During the holiday entitlement year, the remuneration including working hour supplements is €19,000. Sick pay was paid for 4 weeks, totalling €1,440, and there are also 7 sick days without pay.

Earnings during the holiday entitlement year:

€19,000
€1,440
€504 (calculated pay for 7 unpaid sick days)
€20,944

Holiday pay €20,944 x 11.5% = €2,408.56

11. Annual holiday compensation

a. Annual holiday compensation when employment continues

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

When an employee 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 employee 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 employee 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 an employee has not accumulated any annual holiday entitlement based on either of the rules for accruing annual holidays, the employee 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 employee'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.

Clause 28 Holiday bonus

1. Conditions for payment

An employee shall be entitled to receive the 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 employee 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.

The employee on study leave, job alternation leave or childcare leave at the moment of the end of the holidays will be paid the holiday bonus at

the return to work in accordance with the statutory advance notification or later change to it, made under the reasons listed in the Law, or based on an agreement with the employer.

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

If an employee is dismissed for a reason not attributable to the employee and the employment relationship ends during the annual holiday with the effect that the employee cannot return to work following the annual holiday, the employee 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 an employee 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.

EXAMPLE

An employee has a 35-hour contract, and the employment relationship began on 5 April in the previous year. In two months, the employee worked less than 35 hours. Therefore, the employee is entitled to have 10 × 2 = 20 days of holidays. The wages paid in the holiday entitlement year amount to €6,000. The holiday pay is 9 % of 6000 euro = 540 euro.

Holiday bonus:

$$\frac{50\% \times €540 \times 20 \text{ (the number of days of holiday)}}{24 \text{ (the maximum number of days of holiday)}} = €225$$

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 employee's pay.

Under clause 30 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

The employee's holiday bonus is 720 euro and hourly wages 12 euro.
In line with clause 30 of the collective agreement, the employee and employer have agreed that the entire holiday pay will be exchanged for time off. The employee receives 60 hours of paid time off.

7. TRAVEL

Clause 29 Travel expenses

1. Travel expenses

If the employer requires the employee 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 employee 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 employee's regular working locality.

2. When the employee 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

Clause 30 Local collective bargaining

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

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

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

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

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

- Clause 7 Length of the period for the calculation of average minimum working time
- Clause 8 Weekend days off
- Clause 9 Roster
- Clause 11 Working hours at a staff restaurant
- Clause 12(2) Working time adjustment system
- Clause 12(3) Annual working hours system (“working-time bank”)
- Clause 21 Payment of wages
- Clause 22(2a) Notification of sick leave
- Clause 28 Holiday bonus.

9. MISCELLANEOUS PROVISIONS

Clause 31 Collection of union membership fees

With the employee'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 employee's total income.
3. The employer shall remit the collected membership fees to the bank account provided by the union in each collection period. The employer informs the employee about the withdrawn union fees in the pay slip.
4. The union fees must be transferred to the union immediately after they are deducted from the pay, without any undue delay.
5. At the end of employment, the employee 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 employee, showing the employee's name and personal ID code, the code of the union branch, the period of collection of the union fees, and the amount of fees collected and remitted to the union.

Clause 32 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.

Clause 33 a Prevention of violence

1. Danger assessment

The danger assessment for which the employer is responsible as per the Occupational Safety Act must also include 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
- acts of violence towards the workplace and in the vicinity of the workplace;
- handling of money or valuables.

If the assessment leads to the conclusion that there is a manifest threat of violence, the employer must organise the work and the respective conditions that the threat can be prevented or diminished.

2. Prevention and debriefing

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

- Drafting guidelines on procedures to follow in the event of incidents of violence
- Providing employees 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.

Clause 33 b Promoting occupational well-being

Occupational well-being 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 well-being may also increase productivity. The entire working community contributes to occupational well-being.

Regular performance appraisals are an integral element of the promotion of occupational well-being. Performance appraisals focus on the employee's career and coping at work from the perspectives of physical and mental strain, taking the employee's individual characteristics into account. At the same time, it is possible to look at any impacts that the employee's advancing age may have on working capacity and work duties.

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

The measures 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 occupational health care.
- Improving the physical work environment and ergonomics.
- The importance of a healthy lifestyle in terms of well-being.
- Identifying bullying, harassment and sexual harassment in the workplace and measures to prevent harassment.

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

Clause 33 c Recovery of cash register deficits

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

Clause 33 d Position of a person providing orientation

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

Clause 34 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 employees to familiarise themselves with the conditions in the workplace covered by this collective agreement.

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

Clause 35 Group life insurance

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

Clause 36 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 employee's net wages unless otherwise agreed locally.
The value of the meals shall be deducted as follows:

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

Mealtimes must be organised as per clause 7 of this collective agreement.

The meal must be well prepared, varied and nutritious.

Clause 37 Uniforms

Uniforms must be neat and appropriate. The employer shall provide the employee 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. PROVISIONS RELATED TO DOORMEN, SECURITY STEWARDS AND PORTERS EARNING SERVICE CHARGES

The provisions of the collective agreement shall apply to doorman, security stewards and porters with the exceptions stated herein.

The earnings of the employees receiving service charges (tips) only are made up of the tips paid by customers. However, the employer shall pay the sick pay, annual holiday pay, holiday bonus, compensation for annual leave and compensation for temporary absences as per clauses 23 and 24 of the collective agreement.

Clause 38 Doormen and security stewards

1. Service charge

1. Voluntary service charges (tips)

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

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

The earnings constituting the basis for the social security payments can be calculated on the basis of a monthly account given by the employee to the employer. The sum communicated by the employee to the Tax Administration as the service charge income can be deemed reliable, as can the non-appealable decision of the tax board. The estimate of earnings cannot be less than this unless there have been clear and evident changes in the number of customers.

2. Pre-priced service charges

'Pre-priced service charges' refer to the fees charged to customers for cloakroom services where the sum is indicated in advance. Customers must be notified of the service charge in a visible manner at the entrance to the establishment.

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

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

Pre-priced service charges shall be forwarded to the employer. The employer shall pay the employee service charge wages constituted by the sum of the service charges, excluding VAT, less withholding tax and other sums deducted from the wages.

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

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

3. Doormen with fixed wages

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

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

4. Rental for entrance area

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

2. Telephone

If the doorman has access to a paid telephone intended for customer service, they shall be entitled to charge customers the costs of phone calls in order to serve them.

3. Bouncer card

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

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

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

Clause 39 Porters

It is also possible to agree on the porter's wages so that they are constituted by the service charges from the accommodation side of the business of the establishment, from the earnings at the cloakroom or from a fixed monthly salary or a combination thereof, in which case the employer guarantees that the porter receives earnings that correspond to those in the pay scale

of a porter with a fixed monthly salary. The situation shall be reviewed at two-month intervals.

Clause 40 Provisions covering all employees earning service charges

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

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

2. Sick pay

A doorman with wages based on service charges shall be paid daily wages for paid sick leave days under the roster or, if there is no roster, based on an average.

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

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

The employer shall be entitled to require the doorman to present an account of the income. The sum communicated by the doorman to the Tax Administration as the service charge income can be deemed reliable, as can the non-appealable decision of the tax board.

3. Employees earning both fixed remuneration and service charges

If an employee's earnings consist partly of a monthly salary paid by the employer and partly of service charges, the daily wages during the period of sick leave are given by dividing the monthly salary by 21 and the share accounted for by the service charges in accordance with the above.

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

$$\frac{\text{Hourly wage + service charge earnings}}{\text{Number of days worked}} = \text{Average daily wage}$$

4. Compensating for loss of earnings during temporary absence

For the temporary absences mentioned in clauses 23 and 24 of the collective agreement, the compensation for the loss of earnings shall be based on the same method as for calculating the sick pay.

5. Compensation for a day of annual leave

The compensation for a day of annual leave shall be determined on the basis of the hourly pay of a shop steward with earnings based on service charges.

6. Annual holiday pay

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:

a. earnings for the period worked.

The earnings for the period worked can be calculated on the basis of the information given by the doorman. The employer shall be entitled to require the doorman to present an account of the income. The sum communicated by the doorman to the Tax Administration as the service charge income can be deemed reliable, as can the non-appealable decision of the

tax board. This is also the basis for the estimate for January to March in the holiday year; the earnings estimate cannot be less than this, except if there have been clear and evident changes in the customer numbers.

and

b. the following elements of pay calculated for absences that accrue annual holiday:

- in addition to the remuneration paid during sick leave, up to a total of 75 working days
- due to medical rehabilitation if prescribed by a doctor to restore or maintain working capacity after an occupational disease or accident, up to a 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
- 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 employees 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 daily wage shall be calculated by dividing the earnings for two months preceding the absence by the number of working days. The earnings can be calculated on the basis of the information given by the doorman. The employer shall be entitled to require the doorman to present an account of the income. The sum communicated by the doorman to the Tax Administration as the service charge income can be deemed reliable, as can the non-appealable decision of the tax board.

11. CHIEF SHOP STEWARD, OCCUPATIONAL SAFETY REPRESENTATIVE, NEGOTIATION PROCEDURE AND INDUSTRIAL PEACE

Clause 41 Chief shop steward and occupational safety representative

1. Compensation and job release time

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

Number of employees	Hours of job release per 3 weeks	Compensation (€ per month)
no more than 24	3	77
25–49	6	77
50–74	8	77
75–149	14	77
150–249	25	77
250–349	42	116
350–449	54	145
450–549	69	176
550–649	84	195
650–749	99	213
750–850	105	230
over 850	fully released	230

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. Calculation of employee numbers

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

Clause 42 Negotiation procedure

Any disputes related to the collective agreement shall first be negotiated between the employer and the employees in line with the agreement on shop stewards.

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

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

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

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

Section 43 Industrial peace and breaches of the collective agreement

All industrial action against this collective agreement shall be prohibited.

12. COMMUNICATION AND VALIDITY OF THE COLLECTIVE AGREEMENT

Communications and information on the collective agreement

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

Validity of the 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 on reclaimed floor attendant work

Clause 1
Protocol on negotiations between the representatives of the Finnish Hos-pitality Association (MaRa) and Service Union United (PAM).

Clause 2
If the responsibilities of floor attendants are reclaimed, to be performed in-house by a hotel enterprise, a principle should prevail whereby work is offered primarily to the persons who have been permanently performing this work. The employment contract of persons taken over by another company in the above manner is deemed to have continued uninterrupted with respect to the benefits tied to the duration of employment and other benefits.

Clause 3
The validity of this protocol shall be the same as that of the Collective Agreement for the Hotel, Restaurant and Leisure Industry.

Helsinki, 5 January 2012

Finnish Hospitality Association MaRa
Service Union United PAM

Protocol on service, motorway traffic and distribution stations

Clause 1 Scope of application

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

2. The employees shall be covered by the provisions of the collective agreement, with the exceptions set forth below.

Clause 2 Determining the amount of pay

3. The pay scale group of each employee shall be determined according to the work accounting for the main share of the working hours. If the employee is regularly, but for less than half of the working hours, involved in work more demanding than the pay scale group, the employer and the employee must agree on the proportional share that increases the wages.

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

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

6. **Service station cafeteria worker**
'Service station cafeteria worker' refers to an employee who mainly works at the service station cafeteria. Service station cafeteria workers are in pay scale group 2. For working hours that an employee works in a service station restaurant that serves alcoholic drinks with more than 5.5% ethyl alcohol by volume, they shall be paid the wages of a service station restaurant worker.

7. **Service station restaurant worker**
   'Service station restaurant worker' refers to an employee who mainly works in a service station restaurant that serves alcoholic drinks with more than 5.5% ethyl alcohol by volume. Service station restaurant workers are in pay scale group 4. If the service station restaurant is licensed to sell alcoholic drinks with no more than 5.5% alcohol by volume, the employee's pay scale group shall be 2.

Clause 3 Breaks

8. 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.

Clause 4 Personal wages

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

Clause 5 Universally binding character of Agreements

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

Clause 6 Entry into force

11. This Protocol shall be valid as of 1 May 2003.

Clause 7 Renewal of Agreement

12. The Parties renewed this Protocol on 15 March 2018.

Finnish Hospitality Association MaRa
Service Union United PAM

Protocol on clerical workers

Clause 1 Scope of application

1. The provisions under this Protocol shall be applied to clerical employees of companies within the scope of the Collective Agreement for the Hotel, Restaurant and Leisure Industry.

Clause 2 Terms and conditions of employment

Insofar as this Protocol does not specify otherwise, the Collective Agreement for the Hotel, Restaurant and Leisure Industry shall apply.

Section 3 Working hours

1. The regular working hours shall be a maximum of 8 hours in a 24-hour period and a maximum of 37.5 hours a week and, as a result, the hourly salary divisor is 160.
2. The working hours can also be arranged by using the working time provisions of the Collective Agreement for the Hotel, Restaurant and Leisure Industry, whereby the hourly salary divisor shall be 159. In this case, the working hour provisions under this Protocol shall not apply.
3. When the employer transfers an employee to a new working hours system, the employee or their representative must be informed of the change well in advance.

Flexible working hours

4. When a flexible working hour system is in use, the regular daily working hours may not exceed the number stated in the applicable revision of the Working Hours Act.

Clause 4 Time off

Employees shall have one day off in addition to the weekly rest period stipulated in the Working Hours Act.

The working week shall have five working days on average. The day off shall be a fixed day of the week, Saturday if possible.

Shortening of working hours in weeks including a weekday public holiday

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

- New Year's Day
- Epiphany (6 January)
- Good Friday
- Easter Monday
- May Day (1 May)
- Ascension Day
- Midsummer's Eve
- Independence Day (6 December)
- Christmas Eve
- Christmas Day (25 December)
- Boxing Day.

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

The shortening of working weeks due to public or church holidays does not apply to:

a. fixed-term employment relationships lasting for less than a month

b. employees who only work between 1 June and 15 August or 1 December and 31 December.

Clause 5 Meal and coffee breaks

Meal break

1. An employee shall have a meal break of at least one hour if the regular working time exceeds 7 consecutive hours.

2. Based on local agreement, the meal break may be:

   - reduced by no more than 30 minutes, or
   - completely eliminated, whereupon the employee shall be able to take a meal during working time.

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

Coffee break

4. When the working day lasts:

   - less than 4 hours: no coffee break
   - 4 to 6 hours: one coffee break
   - more than 6 hours: two coffee breaks.

Clause 6 Additional work and overtime

Additional work

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

Overtime

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

Employee's consent to additional work and overtime

1. The employee's consent to additional work and overtime shall be governed by the Working Hours Act.
2. The consent of the employee under section 17 of the Working Hours Act shall be required for working time that exceeds 8 hours in a 24-hour period, or for working time in addition to a period of more than 8 hours entered in the schedule of work shifts.

Increased pay

For work in excess of 10 hours in a 24-hour period or 38 hours (37.5 as of 1 January 2022) in a week, the pay shall be increased by 50%.

A pay rate increase of 50% shall be paid to full-time employees for work done in excess of the maximum working time in a week including a weekday public holiday.

Calculating the maximum working time

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

Clause 7 Sunday and night work

1. Sunday work shall be governed by the Working Hours Act.

   Double pay shall be paid for regular work done on Sundays or on church holidays, Independence Day (6 December), and May Day (1 May).

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

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

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

Clause 8 Salaries

The salary shall be based on the complexity of the work. When the salary is determined, the complexity of the tasks involved is assessed. The assessment does not involve the personal characteristics of the individual employee. Such individual characteristics can be taken into account separately in the personal component of the salary.

The salary shall be determined in accordance with the separate complexity categories and pay scales.

Description of the complexity categories for clerical workers

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

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

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

The tasks may include variable and demanding negotiation situations.

Work requires expertise gained through training or experience.

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

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

Clause 9 Notice of termination

The periods of notice will not change for the employees whose employment contracts referred to in clause 1(1) of this protocol were in force on 16 February 2005.

Clause 10 Entry into force

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

The Parties renewed this protocol on 1 October 2020.

Finnish Hospitality Association MaRa
Service Union United PAM

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

Date 7 June 2023

Venue Offices of Service Union United PAM

Present 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 Employees in the Hotel, Restaurant and Leisure Industry and the respective protocols for the period from 1 April 2023 to 31 March 2025.

2.
The contractual period includes two pay rise implementation points.

The first pay solution shall take effect as of the payroll period beginning on or after 1 June 2023:

As of the start of the payroll period beginning on or after 1 June 2023, the personal remuneration shall be increased by €96 (€0.60 per hour). At the same time, higher pay-scale wages for employees will enter into force separately (Appendix 1). The other pay scales in the collective agreement will rise by 4.3%.

The second pay rise in the contractual period shall take effect at the start of the payroll period beginning on or after 1 September 2024, when a general pay rise of 1.7% shall apply.

The working-hour supplements shall not be increased at either point.

3.
The Parties have agreed on amendments to the text as per Appendix 2. The amendments shall take effect on 1 April 2023.

4.
The amendment concerning family leave shall take effect on 1 January 2024 (Appendix 3).

A separate interpretative protocol has been prepared for the entry into force of this provision (Appendix 4)

5.
The remuneration payable to shop stewards and occupational safety representatives for tasks outside working hours will increase by 6.1% as of 1 June 2023.

6.
The Parties shall set up the working groups described in Appendix 5.

Helsinki, 7 June 2023

Finnish Hospitality Association MaRa
Service Union United PAM

Hotel, restaurant and leisure services – employees' remuneration

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

Pay scale groups

Pay scale groups	
1	Assistant, porter
2	**Waiter, cashier, shop assistant, cook, motorway traffic and service station worker, bowling alley attendant** (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.) **Cleaner, pool attendant, transportation and distribution work done by car, lobby attendants, camping area worker**
3	**Staff restaurant cook** (not serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume) **Floor attendant, processed food cook, baker**
4	**Waiter, cook, cold buffet cook, motorway traffic and service station worker, bowling alley attendant** (on licensed premises serving alcoholic drinks containing more than 5.5% ethyl alcohol by volume) **Doorman, security steward, service attendant, switchboard operator, reception assistant, karaoke worker, conference organiser, employee in the wellness sector (such as fitness trainer, personal trainer, chiropodist), hobbies and events worker** (such as gym trainer, leisure activities instructor, roadie, hall builder, caddie master), **beautician, physical education instructor, masseur/masseuse**
5	Hotel receptionist, concierge, porter, physiotherapist

Salary categories

T1

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

T2

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

T 3

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

T 4

- The work calls for independent management of one or more entities.
- The tasks require the capacity to cope with extensive or exceptional problem situations.
- The work calls for in-depth expertise acquired through experience or training, as well as the command of extensive contexts related to the professional field.

Monthly salaries and hourly wages, 1 June 2023

Pay scales applying to employees as of the payroll period beginning on 1 June 2023 or thereafter:

Employees

PR	0– 2 years	over 2 years	over 5 years	over 10 years
1.	1774 (11.16)	1821 (11.45)	1866 (11.74)	1913 (12.03)
2.	1810 (11.38)	1854 (11.66)	1922 (12.09)	2014 (12.67)
3.	1923 (12.09)	1980 (12.45)	2035 (12.80)	2125 (13.36)
4.	2031 (12.77)	2088 (13.13)	2150 (13.52)	2230 (14.03)
5.	2121 (13.34)	2168 (13.64)	2222 (13.97)	2287 (14.38)

Clerical employees

PR	0– 2 years	over 2 years	over 5 years	over 10 years
T1	1874	1936	2078	2187
T2	2009	2076	2239	2357
T3	2076	2153	2324	2452
T4	2155	2240	2407	2609

Service station salesperson

'Service station salesperson' refers to an employee whose tasks are mainly related to the work within the grocery store situated at a service, motorway traffic or distribution station.

0– 2 years	over 2 years	over 5 years	over 10 years
1806	1867	2006	2121

Service station worker
'Service station worker' refers to an employee working in duties other than in a cafeteria, restaurant or grocery store at a service, motorway traffic or distribution station.

0– 2 years	over 2 years	over 5 years	over 10 years
1777	1837	1967	2090

Supplement for evening and night work

Evening supplement (18.00–24.00)	€1.33/hour
Night supplement (24.00–06.00)	€2.25/hour

Grocery store supplement

Mon–Fri 18–24	€1.86/hour
Sundays, public holidays, May Day and Independence Day 18–24	€3.72/hour
Mon–Fri and public holidays 00–06	€3.72/hour

Pay scales of head waiter, constituting the basis for the supplement paid to the representative of the licence holder, 1 June 2023

The foregoing hourly remuneration is the same as is paid to a chief shop steward and occupational safety representative on service charge pay in compensation for loss of earnings when they are performing their shop steward or occupational safety representative duties during working hours.

0– 2 years	over 2 years	over 5 years	over 10 years
2312 (14.54)	2373 (14.92)	2441 (15.35)	2509 (15.78)

Compensation for annual leave for an employee paid from service charges, 1 June 2023 16.30

Monthly salaries and hourly wages, 1 September 2024

Pay scales applying to employees as of the payroll period beginning on 1 September 2024 or thereafter:

Employees

PR	0– 2 years	over 2 years	over 5 years	over 10 years
1.	1804 (11.35)	1852 (11.65)	1898 (11.94)	1946 (12.24)
2.	1841 (11.58)	1886 (11.86)	1955 (12.30)	2048 (12.88)
3.	1956 (12.30)	2014 (12.67)	2070 (13.02)	2161 (13.59)
4.	2066 (12.99)	2123 (13.35)	2187 (13.75)	2268 (14.26)
5.	2157 (13.57)	2205 (13.87)	2260 (14.21)	2326 (14.63)

Clerical employees

PR	0– 2 years	over 2 years	over 5 years	over 10 years
T1	1906	1969	2113	2224
T2	2043	2111	2277	2397
T3	2111	2190	2364	2494
T4	2192	2278	2448	2653

Service station salesperson

0– 2 years	over 2 years	over 5 years	over 10 years
1837	1899	2040	2157

Service station worker

0– 2 years	over 2 years	over 5 years	over 10 years
1807	1868	2000	2126

Pay scales of head waiter, constituting the basis for the supplement paid to the representative of the licence holder, 1 September 2024

The foregoing hourly remuneration is the same as is paid to a chief shop steward and occupational safety representative on service charge pay in compensation for loss of earnings when they are performing their shop steward or occupational safety representative duties during working hours.

0– 2 years	over 2 years	over 5 years	over 10 years
2351 (14.79)	2413 (15.18)	2482 (15.61)	2552 (16.05)

Compensation for annual leave for an employee paid from service charges, 1 September 2024	16.58

EMPLOYMENT CONTRACT

Employees in the tourism, restaurant and leisure service sector

1. PARTIES TO THE EMPLOYMENT CONTRACT	Employer		Place of business or domicile
	Employee		Personal ID no
	Address	Tel.	Email
	Account no.		
	The above employee undertakes to work, against remuneration, for the above employer under the employer's direction and supervision on the following terms:		
2. VALIDITY OF THE EMPLOYMENT CONTRACT	The employment contract enters into force		
	The Agreement is in force ☐ until further notice. ☐ a fixed term until _____ . The exact termination date of the fixed-term contract is ☐ known at the time of the contract ☐ is not known at the time of the contract Reason for fixed-term contract ☐ Seasonal character ☐ Employee's own request ☐ Deputyship ☐ Training ☐ Other: _____		
3. TRIAL PERIOD	In an employment in force until further notice, the trial period starting on the first day of the employment can last the maximum of 6 months during which time this contract can be terminated 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 trial period: _____ Last day of trial period: _____		
4. WORKING HOURS, ADDITIONAL AND OVERTIME WORK	☐ Full-time (monthly wages) ☐ Part-time, fixed minimum working hours _____ hours/3 weeks (hourly wages) ☐ Part-time, average minimum working hours _____ hours/3 weeks (hourly wages) ☐ Other: _____ The employee can be required to do additional, overtime and Sunday work in line with the Law and the Collective Agreement.		
5. RESPONSIBILITIES	_____ The employee is obliged to also perform other duties assigned by the employer within the limits of the employer's prerogative.		
6. PAY	At the beginning of employment, the pay of the employee is determined as follows: Wage category: _____ Amount of wages (€ / month/hour): _____ At the beginning of the employment, the time entitling the employee to seniority increase amounts to _____years _____months		
7. COLLECTIVE AGREEMENT APPLIED	For the employment and as far as the wages and other terms of employment are concerned, the parties mutually follow the Laws and the Collective Agreement signed between the Finnish Hospitality Association MaRa and Service Union United Pam regarding the tourism, restaurant and leisure industry (employees), to the extent that this contract envisages better terms applicable to the employee.		
8. OTHER TERMS AND CONDITIONS			
9. DATE AND SIGNATURE	This Contract has been made in two copies of equal wording, one for the employer and one for the employee.		
	Place		Date
	Signature by the employer's representative		Signature by employee

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

AGREEMENT ON THE INTRODUCTION OF A WORKING TIME BANK

Hotel, Restaurant and Leisure Industry – employees

<table>
<tr><td rowspan="3">1. CONTRACTING PARTIES</td><td>Employer</td><td>Place of business or domicile</td></tr>
<tr><td colspan="2">Shop steward</td></tr>
<tr><td colspan="2">The parties agree that the annual working hours system is introduced in compliance with Clause 12.3 of the Collective Agreement on tourism. restaurant and leisure services (employees).</td></tr>
<tr><td>2. ADJUSTMENT PERIOD</td><td colspan="2">The length of the adjustment period is_____weeks/months (maximum one year)
The first adjustment period starts on _____202__</td></tr>
<tr><td>3. VALIDITY</td><td colspan="2">The Agreement is in force until further notice. Either party can give notice of the Agreement at 3 months' notice. At the end of the period of notice, the ongoing system is followed until the end of adjustment period.</td></tr>
<tr><td rowspan="3">4. DATE AND SIGNATURE</td><td colspan="2">This Agreement has been made in two copies of equal wording, one for the employer and one for the shop steward.</td></tr>
<tr><td>Place</td><td>Date</td></tr>
<tr><td>Signature by the employer's representative</td><td>Signature by the shop steward</td></tr>
</table>

AGREEMENT ON A WORKING TIME BANK

Hotel, Restaurant and Leisure Industry – employees

<table>
<tr><td rowspan="3">1. CONTRACTING PARTIES</td><td>Employer</td><td>Place of business or domicile</td></tr>
<tr><td>Employee</td><td>Personal ID no.</td></tr>
<tr><td colspan="2">The parties agree that the annual working hours system under Clause 12.3 of the Collective Agreement is applied to this employee's employment,

The agreement on the introduction of the system was signed by the shop steward on_____._____.202____.</td></tr>
<tr><td>2. ADJUSTMENT PERIOD</td><td colspan="2">The adjustment period to be followed in the employment is agreed to be ____ weeks during which time the working hours is adjusted to 112.5 hours/3 weeks.
The first adjustment period according to the system starts on _____ _____.202___.</td></tr>
<tr><td>3. MAXIMUM WORKING HOURS</td><td colspan="2">It is agreed that the maximum working hours in one single three-week period during the adjustment period is

_____hours/3 weeks (max 150 hrs).</td></tr>
<tr><td>4. SUMS OF MONEY DEPOSITED IN THE WORKING HOURS BANK</td><td colspan="2">The following sums of money are converted into hours and are given to the employee as adjustment days off

Sunday supplement — Overtime supplement
Supplement for holiday eves — Additional work supplement
Basic overtime hourly wages — Evening and night supplements
Compensation for X day — Compensation for VV days off
Compensation for V days — Holiday bonus in full/in half
Other: _____</td></tr>
<tr><td>5. TIMING OF ADJUSTMENT DAYS OFF AND VV DAYS OFF</td><td colspan="2">As far as possible, the adjustment days off and the VV days off accumulated in the working hours bank are given to the employee

between _____ and _____.</td></tr>
<tr><td>6. VALIDITY</td><td colspan="2">The Agreement is in force until further notice. The parties can give three (3) months' notice of the system. and the ongoing system will be following until the end of the adjustment period.</td></tr>
<tr><td rowspan="3">7. DATE AND SIGNATURE</td><td colspan="2">This Contract has been made in two copies of equal wording, one for the employer and one for the employee.</td></tr>
<tr><td>Place</td><td>Date</td></tr>
<tr><td>Signature by the employer's representative</td><td>Signature by employee</td></tr>
</table>

TEMPLATE FOR THE MEMORANDUM OF DISPUTE

Hotel, Restaurant and Leisure Industry – employees

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

Membership services
030 100 600

Employment advice
030 100 620

Unemployment Fund
020 690 211

www.pam.fi

PAM
Palvelualojen ammattiliitto
Servicefacket