

# for the Adventure Services Sector 1 April 2025 – 31 March 2028

## Collective Agreement for the Adventure Services Sector

1 April 2025 - 31 March 2028

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#### 1 Scope of application

This collective agreement shall apply to employees who are covered by the Working Hours Act and are employed by companies in the adventure services sector (not including intermediaries sending musicians and similar performing artists to locations such as restaurants).

This agreement does not apply to senior managers of enterprises, such as managing directors, deputy directors, office managers, managers of independent departments and people in positions of responsibility who represent the employer when determining the terms of employment and remuneration of employees covered by this collective agreement, supervisors, or the performance of specified short-term work duties.

This agreement does not apply to the temporary employment of people under 16 years of age unless otherwise stated in the employment contract.

The following agreements shall apply as a 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

#### 2 Supervision and freedom of association

The employer shall manage and assign work. The employer shall hire and dismiss employees. Both sides shall enjoy the unfettered freedom of association

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.

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 and occupational safety representative.

The parties to the Collective Agreement for the Adventure Services Sector are Service Union United PAM, representing employees, and the Finnish Hospitality Association MaRa, representing employers.

#### 3 Employment contract and trial period

The employment contract must be made in writing. The employment contract must state the minimum working time in a three-week period, as well as the other details in the employment contract template appended to the collective agreement.

For indefinite employment relationships, the trial period may be a maximum of six months. For fixed-term employment relationships, the trial period must be no longer than half of the term of employment and a maximum of six months.

The trial period starts when work begins.

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 employee begins working on 5 January. The parties have agreed on a sixmonth trial period. The last day of the trial period is 4 July.

#### 4 End of employment and lay-off

#### 1. Notice period

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
Longer than 5 years but no longer than 10 years	2 months
Longer than 10 years but no longer than 15 years	3 months
Longer than 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
Longer than 10 years	1 month

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

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

Notice 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 GIVEN IN MONTHS**

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

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

#### 2. Compensation

If the employer does not comply with the foregoing notice periods, the employer shall be obliged to pay the employee the full remuneration for the notice period. If the employee leaves employment without observing the notice period, the employee shall be obliged to pay the employer a sum equivalent to the remuneration for the notice period, which the employer shall be entitled to withhold from the final settlement payable to the employee.

If the failure of either party to comply with the foregoing notice periods applies only to part of the notice period, the obligation to pay compensation shall apply to the corresponding proportion of the remuneration for the notice period.

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

- in an amount equal to two weeks' wages (up to a maximum of 8 hours per working day) 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.

If the employer ends the employment of an employee hired on a fixed-term employment contract before the expiry of the fixed term, the employer's liability for damages shall be determined in accordance with the Employment Contracts Act.

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

#### 3. Lay-off

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

The procedure stated in the Employment Contracts Act shall apply to advance notification of lay-offs and lay-off notifications.

## 4. Consulting the employee when terminating the employment relationship for reasons attributable to the employee

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

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

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

#### 5 Offering additional work

Part-time employees must be offered additional work in their own workplace, as stated in chapter 2, section 5 of the Employment Contracts Act. The shop steward and the employer shall determine the workforce required in the workplace and the principles for using workforce.

#### 6 Remuneration

- 1. The employee's wages shall be determined in accordance with the provisions of this collective agreement and the job requirement grades and pay scales appended to this collective agreement.
- 2. When calculating the period of experience referred to in the pay scale, the amount of time spent working in equivalent positions is taken into account in full.

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

In addition to time spent at work, time equivalent to working time is taken into account as per section 7 of the Annual Holidays Act. Child care leave and military service are not taken into account.

The requirement for one year of experience is:

- one year of work, if the average actual working time was 60 hours or more per three weeks
- two years of work, if the average actual working time was less than 60 hours per three weeks

The employer and the employee shall clarify the amount of work experience to be taken into account when they make the employment contract, and the clarification must be complete by the first payday. If clarification is presented after this date, it shall not entitle the employee to have the prior work experience taken into account.

When an employee becomes entitled to remuneration in accordance with a higher experience level, the new level shall take effect from the beginning of the next payroll period.

If an employee transfers to a new position at a higher job requirement grade, the new pay scale shall be one experience level higher than the previous one.

- **3.** Employees under the age of 18 shall be paid 80% of the pay scale for job requirement grade A.
- **4.** New employees entering the sector shall be paid 85% of the pay scale for the first 300 working hours in one or more employment relationships.

#### 7 Wage payment

- 1. Remuneration shall be paid once a month, unless otherwise agreed.
- 2. When wages are paid, the employee must receive a payslip showing which items the pay consists of and which period it is paid for. The payslip must state the wage for regular working hours and the supplements for work on Sundays, overtime and any other compensation.
- **3.** A monthly salary can be paid to employees who work 120 hours in a three-week period.
- **4.** When the working time is 120 hours per three-week period, the hourly wage divisor is 172.
- **5.** The compensation payable for work as stated in clauses 11 and 12 of this collective agreement shall be paid no more than one month after the end of the applicable working time period. Claims for unpaid compensation must be made within the period provided for by law.
- **6.** If payment of wages starts, is interrupted or ends in the middle of a payroll period, the wages for a partial month are calculated by:
  - dividing the monthly salary by 21.5 to give the daily pay and
  - multiplying the daily pay by the number of working days, days off under the adjustment system, and Z days included in the roster for the wage payment period concerned.

If an unpaid absence is no longer than three days, the hours of absence are deducted

#### 8 Roster

- The roster must be drawn up in advance for each three-week period and placed on a notice board or other similar location in sight of the employees at least one week prior to the beginning of the three-week period.
- **2.** The roster must show the start and end times of each shift as precisely as possible, as well as days off.
- 3. The roster may only be changed with the consent of the employee and the employer or for compelling reasons related to work arrangements, which may include unforeseen changes in the weather conditions, cancelled orders or similar. The compelling reason shall be confirmed in the workplace by the shop steward or employee representative and a representative of the employer. The change must be marked on the roster. If a change affects days off, a new day off shall be granted unless otherwise agreed.
- **4.** The employer and the employee can agree to transfer working hours between two consecutive three-week periods from one three-week period to another without this affecting the amounts of additional work or overtime. A separate list must be kept to show the transferred hours and the transfer of these hours to a later period.

The transfer of working hours from one period to another must not be agreed during recruitment or the trial period unless the shop steward approves the agreement. The transfer of working hours cannot be agreed if a working time adjustment system applies to the employment relationship as described in clause 9, point a or b of the collective agreement.

#### 9 Working time

- 1. The regular working time shall be 120 hours in three weeks arranged in such a way that each full working week has an average of five working days.
- 2. Working time includes all of the time spent on work. If it is difficult to define the actual working time in practice for example, if a business trip takes several days the employer and the employee may make an advance agreement on lump-sum compensation, which must be at least equivalent to 10 hours of the employee's pay. In such cases, the length of the working day shall be recorded as at least 10 hours

- **3.** The 'working week' shall be taken to mean the time from 00:00 on Monday to 24:00 on Sunday.
- **4.** The regular working time in a three-week period that is shortened due to annual leave, illness or other cause shall be a maximum average of 8 hours per working day.
- **5.** For each week of five working days, an employee shall be given 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
- **6.** A weekly rest day must be given for each full week of work. The additional day off (X) can be granted either during the week in which it was earned or in combination with other days off during the same three-week period. If the additional day off is granted during the week in which it was earned, it should be granted in connection with the weekly rest day if possible.
- 7. The actual daily working time must not exceed 12 hours unless otherwise agreed with the employee. The employee must not be assigned an unreasonable number of 12-hour shifts
- **8.** Efforts shall be made to avoid shifts lasting less than four hours. Grounds for deviation from this shall be confirmed in the workplace by the employer's representative and the shop steward.
- **9.** The break between daily 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 further notice, but it shall apply until the end of the roster that has already been published.
- 10. If the daily uninterrupted working time exceeds six hours, the employee must be provided with a break of at least half an hour for rest or the opportunity to eat a meal during working time. The rest period shall not be counted as working time if the employee can freely leave the workplace during this period.
  - Rest periods and meal times must be negotiated in the workplace between the employer's representative and the shop steward.
- **11.** The parties recommend that every fifth weekend be arranged such that Friday and Saturday or Saturday and Sunday are given as successive days off.

#### 9 a. Adjustment system for regular working hours

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

The average regular working time can be a maximum of 120 hours, such that the working hours are adjusted to this number over a maximum of six (6) successive three-week periods (the adjustment period). The regular working time in an individual three-week period must not exceed 144 hours.

In accordance with clause 26 of the collective agreement, the employer and the employee may agree that the regular working time in a single three-week period is up to 150 hours.

In accordance with clause 26 of the collective agreement, a local agreement may be made with the shop steward that an average of 120 hours of working time may be arranged over a maximum of eight consecutive three-week periods (the adjustment period). The regular working time in an individual three-week period must not exceed 154 hours. However, there may be two three-week periods of up to 162 hours during the adjustment period. The employees covered by this local agreement must be paid an evening supplement of  $\bigcirc$ 0.77 per hour for work done between 18:00 and 21:00, and a night supplement of  $\bigcirc$ 2.16 per hour for work done between 21:00 and 06:00 am unless otherwise agreed locally.

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

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

For each three-week period, X days may be transferred to other times within the same adjustment period, and postponed X days shall be granted in combination with other time off. A transferred X day is equivalent to a working day when calculating the accrual of X, V and Z days and annual holiday.

The working time shall be averaged during the adjustment period either by shortening the daily working time or by giving separate adjustment days off. However, at least six adjustment days off must be granted during the adjustment period. The adjustment days off (TS) are marked on the roster and are equivalent to working days when calculating the accrual of X, V and Z days and annual holidays, as well as when paying wages for part of a month

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

#### 2. Overtime in a three-week period

Compensation shall be paid for overtime in excess of the maximum number of regular hours in a three-week period as follows:

If the regular maximum working time is 144 or 150 hours (or 154/162 hours by local agreement):

- the normal pay plus 50% for the first 18 hours and
- the normal pay plus 100% for all hours of work thereafter

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

Period-specific overtime remuneration cannot be converted into corresponding days off.

#### 3. End of employment during 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. Any overtime in excess of the average regular maximum working time shall be subject to compensation such that a 50% supplement is paid for half of the hours and a 100% supplement is paid for the other half.

#### 4. End of adjustment period

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.

If there are surplus hours at the end of the adjustment period, the employee shall be compensated as follows:

- The number of working hours shall be divided by the total number of working days and adjustment days off taken
- work in excess of the average of 8 hours per day shall be subject to compensation up to 10 hours at the overtime rate, which is the normal rate plus 50%
- work in excess of the average of 10 hours shall be compensated at the normal pay plus 100%.

#### **FXAMPIF**

An employee worked a total of 840 hours during an 18-week adjustment period. The maximum number of hours in the adjustment period should have been 6 x 120 = 720. As such, a surplus of 120 hours has been accrued. During the adjustment period, the employee had a total of 84 working days and 6 adjustment days off.

The average length of a day was  $840 \div 90 = 9.33$  hours.

The amount of overtime compensation is calculated using alternative a. or b., depending on whether the employee was paid the basic wage for all of the working hours.

- **a.** The employee was only paid the basic wage (or monthly salary) for 720 hours. In this case, the employee shall be paid compensation for  $90 \times 1.33$  hours (9.33 hours 8 hours) = 119.7 hours with a 50% supplement, totalling 179.55 hours of pay.
- **b.** The employee was paid the basic wage for 840 hours. In this case, the employee shall be paid the amount corresponding to the overtime compensation, which is 59.85 hours of pay.

## 9 b. Annual working hours system based on local agreements ("working-time bank")

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

- 1. In line with clause 26 of the collective agreement, the introduction of the working hours system is subject to a workplace-specific agreement with the shop steward or the working group on local agreements in the workplace. If there is no shop steward, the employees may elect an employee belonging to Service Union United PAM from among their number to represent them when the annual working hours system is agreed. Agreements made with a party other than the shop steward or working group on local agreements must be delivered to the signatory organisations for their records.
- **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 120 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 an employee joins the system, an agreement shall be made on the length of the adjustment period. At the same time, the preliminary timing of adjustment days off shall be agreed. Agreements may be made for individual employees to have a shorter adjustment period than the period agreed upon with the shop steward or employee representative

or in the working group on local agreements when the system was introduced.

- 5. The employer and the employee shall reach an agreement on the maximum regular working time in a three-week period when the employee is included in the system. 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 or the working group on local agreements of the agreements made with the employees joining the system.
- 7. The shop steward, the working group on local agreements or the employer may terminate the system with three (3) months' notice, and the ongoing system shall be used until the end of the adjustment period.
- **8.** 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.
- **9.** 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 one month's notice, after which the system shall no longer be used.
- 10. 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.

#### 2. Arrangement of working time

- 1. The maximum regular working time in a three-week period shall be agreed by the employer and the employee when the employee is included in the system. For well justified reasons, there may be temporary deviations from the maximum working time with the consent of the employee and the employer.
- **2.** The working time in excess of 120 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 clause 9 of the collective agreement with the following exceptions:
  - the additional day off (X) can be given during the adjustment period in connection with another day off
  - the minimum uninterrupted daily working time is 4 hours.
- **4.** The starting and ending times of the applicable adjustment period must be shown on the roster.
- 5. The roster shall be drawn up for at least three weeks at a time.
- **6.** For the annual holiday days, the shortening impact of the annual holidays as per clause 17 of the collective agreement shall be included in the calculation of the working time. For sick leave days, the working time is calculated as 8 hours per working day and 40 hours per week.

#### 3. Overtime in a three-week period

- 1. Employees shall be paid a 100% supplement for work done in excess of the agreed maximum working time in a three-week period.
- 2. A 50% supplement shall be paid for work done on an adjustment day off.

#### 4. Items transferred to the system

- 1. In addition to working time in excess of 120 hours or short of 120 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 may include working time remuneration (such as remuneration for work on Sunday, basic and increased overtime pay and holiday bonus). It is also possible to transfer Z-days and saved annual holiday to the balancing system.

#### 5. Adjustment within the system

1. The working hours transferred to the system in excess of 120 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 8, 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.

#### FXAMPI F

During a three-week period, an employee has worked 144 hours, including two 8-hour Sunday shifts. The employee's wage is  $\le$ 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 (144-120 =) 24 hours and (12 × 16 =)  $\le$ 192, which can be converted to 16 hours. As such, a total of 40 hours to be given as time off is transferred to the system. The working time is adjusted by giving the employee 5 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 a period of 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 shall not be deducted. The employee shall be compensated for any surplus hours as agreed when the adjustment system was discontinued.

#### 9. Overtime at the end of an adjustment period

- 1. If the employee has been remunerated for overtime in a period as per subclause 3, the hours for which the employee was paid shall not be taken into account when calculating the total number of working hours in the 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 8 hours per day shall be subject to compensation up to 10 hours at the overtime rate, which is the normal rate plus 50%
  - work in excess of the average of 10 hours shall be compensated at the normal pay plus 100%

#### 10. Working hours register

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

#### 10 Extra days off ('Z' days)

**1.** The employee shall accrue extra days off (Z days) once the employment relationship has lasted three months.

The employee shall earn  $0.5~\mathrm{Z}$  days for every full holiday entitlement month

The days counted as working days are the same as when earning annual holiday, with the exception of periods of preanancy or parental leave.

- 2. When the regular working time is 120 hours, the value of a Z day is 8 hours. The employee may also work the contracted number of hours over a longer period due to the application of a working time adjustment system.
- **3.** For employees who do not work full time, the value of Z days shall be determined by dividing the total number of working hours in the full leave accrual month and the three preceding accrual months by 86. Periods of absence for which the employer is obliged to pay remuneration shall also be counted as working time. The value of a Z day can be a maximum of 8 hours.

These employees can receive remuneration for a Z day instead of time off. In such cases, the remuneration for each 0.5 Z days earned shall be 2.32% of the earnings in the accrual month, excluding supplements for working on Sundays. The remuneration shall be paid in conjunction with the wage payment following the accrual. However, the value of the Z days for which remuneration is paid can be no more than 4 hours' wage.

**4.** Accrued Z days shall be granted as full days off unless otherwise agreed between the employer and the employee.

Z days shall be granted as time off by the end of May in the following year.

When an annual working time system is used, it is possible to deviate from the foregoing method of granting time off if agreed between the employer and the employee.

The parties recommend that Z days be taken as a single period of leave, particularly at workplaces that experience substantial seasonal fluctuation.

- 5. The length of a Z day entered on the roster shall be at least 24 hours.
  - In the three-week period during which a Z day is granted, the working time of a full-time employee shall be reduced by 8 hours. Extra days off shall not impact the other days off in the same period.
- **6.** Before entering Z days into the roster, the employer must ask the employee's opinion on when the day should be taken.
  - Accrued Z days must not coincide with annual leave or other periods of absence that were known when the roster was drawn up.
- 7. Extra days off shall not impact the salary of an employee with an agreed monthly salary during the payroll period when they are taken.
- **8.** If an employee is required to work on a Z day, the employee shall be paid the normal pay plus 50%.
- **9.** At the end of the employment relationship, the employee shall be remunerated for any outstanding Z days.

#### EXAMPLE

After a Z day, the next shift may begin no earlier than 24 hours after the end of the shift before the Z day.

Mon	Tue	Wed	Thu	Fri	Sat	Sun
08:00-16:00	07:00-15:00	22:00-06:00	Z	06:00-14:00	Х	٧

#### 11 Emergency work and standby

- 1. For maintenance and repair work that is essential to the company's operations and that takes place outside working hours due to a call-out from the employer, the employee shall be paid for the actual time worked plus an extra two hours of the employee's normal hourly rate. Travel expenses shall be subject to compensation in accordance with clause 19 of the collective agreement.
- **2.** A local agreement shall be made concerning the remuneration for employees on standby.

#### 12 Increased pay

#### 1. Work on Sundays, public holidays and church holidays

The remuneration for work done on Sundays, other church holidays, May Day (1 May), and Independence Day (6 December) shall be the pay scale rate plus 100%. The supplement for late working time shall also be increased accordinally.

#### 1b. Supplement for late working time

Employees shall receive a supplement for late working time for work done between 20:00 and 06:00 according to the wage appendix.

However, the aforementioned supplement shall not be paid to employees who belong to a working time adjustment system that is locally agreed with the shop steward in accordance with clause 9 a, subclause 3 of the collective agreement, providing that an agreement has been made on the evening and/or night supplements payable to employees covered by the working time system.

#### 2. Additional work

Additional work is work done in excess of the working hours marked in the roster, up to the limit of 120 hours.

Additional work is subject to the employee's consent. The remuneration for additional work hours shall be the basic hourly wage.

#### 3. Overtime

Overtime is work done in excess of 120 hours in a three-week period. Overtime is subject to the employee's consent.

For the first 18 hours in excess of 120 hours, overtime is subject to remuneration at

- the normal pay plus 50% for the first 18 hours
- and the normal pay plus 100% for working hours thereafter.

When the remuneration for overtime is calculated, the number of working hours in the period shall not include hours worked on X and Z days – these are subject to separate remuneration in accordance with clause 12, subclause 5.2 of the collective agreement.

#### 4. Overtime in a partial three-week period

The amount of time for which overtime remuneration is payable for a period that is shorter than a full period due to sick leave or other causes which were known when the roster was drawn up shall include:

- 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: normal pay plus 50%
- for subsequent hours: normal pay plus 100%.

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

If a three-week period (including the period for supplements) is not complete because the employment relationship has not yet lasted long enough, the time for which overtime remuneration is payable shall be determined in the same way.

However, the calculation rule for an incomplete period shall not apply to a period that is incomplete due to annual holidays. Instead, the provisions of clause 17, subclause 8 of the collective agreement shall apply.

#### 5. Work done on a day off

#### 1. Work done on a weekly rest day (V)

An agreement must be reached between the employee and the employer regarding work done on a weekly rest day.

The pay for work done on weekly rest days shall be the normal pay plus 100%.

A Sunday supplement shall be paid in addition to the remuneration for work done on a day off if the work is done on:

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

#### 2. Work done on an additional day off (X) and a Z day

The pay for work done on X and Z days shall be the normal pay plus 50%.

Employees shall not be doubly remunerated for work done on X and Z days in the form of overtime for the period.

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.

#### 6. Conversion of increased pay to days off

It is possible for the employer and employee to agree that the pay for additional work, overtime, or work on X or Z days off can be converted into an equivalent period of time off, either in whole or in part, during the employee's regular working time.

The length of the time off corresponding to overtime shall be calculated according to the foregoing provisions on increased pay.

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

Efforts must be made to agree upon the timing of the days off. If no agreement can be reached, the employer shall determine the timing of the days off unless the employee demands remuneration instead.

#### 13 Pay for periods of sick leave

#### 1. Conditions for payment of wages

The employer shall pay wages to the employee for a period of illness 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.

**1 a.** If an employee is ordered into isolation or quarantine in accordance with the Communicable Diseases Act, the employee shall be compensated in full for loss of earnings in the period. The compensation shall also include the working hour supplements that would be paid to the employee according to the published roster. By paying compensation as described above, the employer becomes entitled to apply for the daily allowance for communicable diseases that would otherwise be payable to the employee. The preconditions for paying compensation are the same as for remuneration in periods of sick leave. The compensation shall be paid for similar periods as for sick pay.

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

If an employee falls ill or is placed into quarantine or isolation in accordance with the Communicable Diseases Act, they shall be obliged to notify the employer without delay of the situation and when it is expected to end.

Upon request, the employee must present a medical certificate or another statement approved by the employer as proof of the loss of working capacity or quarantine or isolation under the Communicable Diseases Act. 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 employee has not been able to make an appointment with a public health doctor due to an urgent need for care or for any other compelling reason.

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

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

A local agreement can be made in accordance with clause 26 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).

Loss of working capacity must be reported without delay in accordance with clause 13. subclause 2.

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
- The procedure to follow when the employer demands proof of the loss of working capacity and no such proof can be obtained from a health care service within a reasonable distance for example, due to a weekend or a public holiday

- 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 an illness persists
- How many times per year a person can be absent using this procedure
- This procedure cannot be used to extend an absence prescribed by a doctor.
- How the implementation of the gareement is monitored
- **2 b.** If required by the employer, an employee must have other medical check-ups with the employer's own doctor or one nominated by the employer, and the employer shall pay the costs of obtaining the medical certificate.
- **2 c.** 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.

#### 3. Pay periods during sick leave

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

Duration of employment at the	Length of paid period		
Less than 2 years	The waiting period under the Health Insurance Act, which is the day of onset of illness plus the next 9 weekdays		
Longer than 2 years	21 calendar days		
Longer than 5 years	35 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

#### 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 7. subclause 4 of the collective gareement.

#### 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 shall be based on the average working hours during the three full three-week periods preceding the illness, but no more than 8 hours per working day.

#### 5. Payment of wages during sick leave

The employer shall pay the wages for the period of sick leave directly to the 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 or the Communicable Diseases 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 Statutory Motor Vehicle Insurance Act or
- on the basis of another insurance policy paid for by the employer in whole or in part.

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

#### 6. Recurrent illness

If 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 are paid for the days of work, adjustment days off and Z days off that are shown on the roster and that coincide with the waiting period under the Health Insurance Act (which is, depending on the case, either the day of onset of illness or 1 + 9 weekdays).

#### 14 Medical examinations

#### 1. Medical check-ups and examinations

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

- A medical examination that is required to diagnose an illness and the associated laboratory tests or X-ray examinations prescribed by a doctor
- Check-ups required to receive a pregnancy allowance and the medical examinations preceding childbirth
- Breast cancer and cervical cancer screenings as per Government Decree 339/2011
- For procedures necessitated by a sudden dental disease, if the
  disease has caused the loss of working capacity and treatment is
  required on the same day or during the same shift. Incapacity for
  work and emergency treatment shall be attested by a certificate
  issued by the dentist.

- The employee attends a medical examination due to a previously diagnosed illness. This applies in the following cases:
  - If an illness has substantially deteriorated, the employee must seek a medical examination
  - A chronic illness requires a medical examination by a specialist physician to determine the treatment
  - A necessary medical examination by a specialist physician to determine treatment, resulting in the prescription of a medical aid such as glasses
  - A necessary medical examination to determine the treatment for any other previously diagnosed illness if service is unavailable outside of working hours
  - Loss of working capacity caused by cancer treatment

#### 2. Statutory check-ups

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

- The check-ups included in the adopted occupational health care action plan as per the government decision on statutory occupational health care
- Examinations related to the Young Workers' Act or Radiation
- 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. If a check-up occurs during the employee's free time, the employee shall be paid compensation for extra expenses in an amount corresponding to the minimum daily allowance in accordance with the Health Insurance Act.

#### 15 Pregnancy, parental and child care leave

- 1. The employee's right to pregnancy, parental and child care leave, as well as partial child care leave, shall be determined on the basis of the Employment Contracts Act and the Health Insurance Act.
- 2. If the employee is absent from work for longer than the statutory pregnancy or parental leave, the excess period of absence shall not be considered equivalent to working time when determining benefits tied to the duration of the employment relationship unless otherwise provided for by law or separately agreed.

#### 15 a Remuneration during pregnancy and parental leave

- 1. An employee entitled to a pregnancy allowance in accordance with chapter 9, section 1 of the Health Insurance Act shall be paid the difference between the employee's basic remuneration and the pregnancy allowance paid to them under the Health Insurance Act during their pregnancy leave for an uninterrupted period of 40 days of the pregnancy allowance from the start of the pregnancy leave. A parent entitled to a 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
  - $\bullet\ \$  the employee returns to work after the pregnancy or parental leave.

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 remuneration is that the employee presents a reliable account of the pregnancy or parental allowance payable to the employee.
- **3.** If the pregnancy or parental 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 pregnancy or parental allowance or part thereof that is withheld for a reason attributable to the employee.

- **4.** 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 (clause 13 of the collective agreement).
- **5.** 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.
- **6.** 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.

#### 16 Temporary leave of absence

- 1. 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. 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 notified the employer without delay of the absence, and also of its duration where possible.

The employer may require the employee to provide a statement in accordance with clause 13 of the collective agreement if the employer considers it necessary.

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

For employees who do not live alone with a child, the prerequisites for the payment of wages are that:

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

The foregoing also applies to disabled children over the age of 10 if the organisation or necessity of treatment so requires, and if the other foregoing requirements are met.

- **3.** Employees shall be entitled to unpaid leave when attending examinations or procedures related to fertility treatment or adoption counselling, provided that the visit is arranged in a way that avoids the unnecessary loss of working time. The employee should provide notice of the appointment as early as possible.
- **4.** Efforts shall be made to enable an employee to take a short leave of absence in the event of the death of a relative. The employer shall enable the employee to take a short leave of absence to attend the funeral of a relative. In this context, "relative" means a spouse, parent, grandparent, child, brother, sister or parent-in-law.
- 5. If a member of a municipal council or government or an election committee or commission established for national or municipal elections participates in meetings of the stated organs during working time, they shall be paid the difference between the wage and the compensation paid by the municipality for loss of earnings insofar as the compensation for loss of earning is less than the wage. The difference shall be paid when the employee has presented clarification of the compensation for the loss of earnings paid by the municipality.
- **6.** An employee whose employment relationship has lasted for 12 months in one or more periods shall receive a paid day off on their 50th and 60th birthdays if the birthday falls on a working day.
- 7. The employee's wedding day shall be a paid day off if the ceremony takes place on a working day.
- 8. A conscripted employee's participation in a military

call-up event or voluntary national defence call-up shall not result in reduced earnings. With regard to the absence due to a medical check-up in relation to a military call-up, the provisions of clause 14 of the collective agreement concerning essential doctor's check-ups to verify an illness shall apply.

- **9.** If an employee participates in a military refresher course for reservists, they shall be paid the difference between the wage and the reservist's pay for the days of participation.
- 10. The members of Service Union United PAM's sectoral commission, committee, executive and council shall be entitled to participate in the meetings of the said bodies and in the union assembly, unless a particularly 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.
- 11. The employee must agree on the foregoing absences with the employer. The absences under this clause shall not impact the annual holiday benefit.

# 17 Annual holiday and annual holiday pay

# 1. Annual holiday

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

### 2. Accrual of holidays

- 1. 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 a year: 2 weekdays
  - at least one year: 2.5 weekdays

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

- **2.** A holiday entitlement month is a calendar month in which:
  - **a.** an employee works for at least 14 days
  - **b.** an employee works 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.** Annual holidays taken by other employees in the workplace.
- **b.** Refresher military service or extra service or supplementary training under section 37 of the Civil Service Act.
- **c.** Illness or accident, but no more than 75 working days in total during the holiday entitlement year. If an employee remains unable to work after the end of the holiday entitlement year, a maximum of 75 working days in total for each such illness or accident shall qualify as equivalent to working days.
- **d.** 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.
- **e.** Medical examination under the Occupational Safety and Health Act or ordered by the employer or performed due to illness or accident.

- **f.** 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.
- **g.** 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.
- **h.** Order issued by the authorities to prevent the spread of a disease.
- **i.** Travel required by the work, unless such travelling days would otherwise not be regarded as the employee's working days.
- **j.** 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 Z days off).
- **k.** Lay-off, up to a maximum of 30 working days at a time.
- **I.** 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 sixmonth period shall start again at the beginning of the new holiday entitlement year.
- **m.** 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.
- **n.** Participation in theoretical training required by a valid apprenticeship agreement.
- **o.** 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.
- **p.** 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 c) and d), a maximum of 105 calendar days in a holiday entitlement year, and in cases under item k), 42 calendar days at a time, and in cases under item m), 42 calendar days in a holiday entitlement year.

When the time of absence is calculated, the absence shall be considered to start on the first day on which the 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 aualify 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).

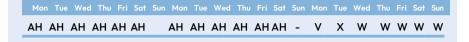
### 5. Granting annual holidays and marking them on the roster

- 1. The summer holiday season runs from 2 May to 30 September. The winter holiday season runs from 1 October to 30 April. When annual holiday is granted, efforts shall be made to take school summer holiday times into account if the development of the company's business into a year-round enterprise does not present practical obstacles to this.
- 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.
- **3.** 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.
- **4.** 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.

- 5. If possible, the employer must announce the timing of annual holidays one month in advance and no later than two weeks before the beginning of the holiday or part thereof. In the case of holidays postponed due to illness, childbirth or accident, the advance notice time is two weeks, and if this is not possible, at least one week. When the timing of a holiday has been set and communicated, the employer cannot alter the timing without the employee's consent.
- **6.** Sundays, church holidays, Independence Day, Midsummer's Eve, May Day, Christmas Eve and Easter Saturday are not counted as holiday days.
- 7. 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.
- **8.** It is possible to deviate from a rotating or fixed system of days off.
- **9.** Each day regarded as an annual holiday day between Monday and Friday shall shorten the periodic working hours in a 120-hour working hours system by 8 hours. For employees in another working hours system and for part-time employees, the impact of the annual holidays shall be calculated using the foregoing criteria in proportion to the employee's working hours.
- **10.** If the last day of an annual holiday is a Saturday, the following Sunday must be a day off. This day off shall not reduce the earned days off or those to be earned.

#### **EXAMPLE**

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



# 6. Annual holidays and days off

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

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

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

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

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

### 7. Impact of annual holidays on working hours

#### **FXAMPLE 1**

12 days of summer holiday and regular working time of 120 hours every three weeks.

#### 

There are 10 annual holiday days in total between Monday and Friday in this period, and therefore the working hours in this period are shortened by  $(10 \times 8 =) 80$  hours in total. The remaining working hours in the period are (120 - 80 =) 40 hours.

#### FXAMPIF2

24 days of summer holiday and regular working time of 120 hours every three weeks.

There are 20 days of annual holiday in total between Monday and Friday in this period, and therefore the working hours in this period are shortened by  $(20 \times 8 =) 160$  hours in total. The remaining working hours in the periods are (240 - 160 =) 80 hours.

#### **EXAMPLE 3 (EASTER)**

AH AH AH AH - - - - AH AH W W W W X W W W W V

There are 6 annual holiday days in total between Monday and Friday in this period, and therefore the working hours in this period are shortened by  $(6 \times 8 =) 48$  hours in total. The remaining working hours in the period are (120 - 48 =) 72 hours.

# 8. Overtime during a working time period that includes annual holiday

During a period of annual holiday, if the working hours are shortened and the total amount of realised working time exceeds 120 hours, remuneration shall be paid for the hours worked in excess of 120 hours during the period at the normal rate plus 100%.

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

#### 9. Changing the time of the annual holidays

Annual holidays shall be postponed at the request of the 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:

#### 9.1. 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.

#### 9.2. Incapacity for work during annual holiday

In accordance with the Annual Holidays Act, an employee shall be entitled to transfer days of illness falling during a period of annual holiday when the employee has lost the capacity to work during the annual holiday.

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 shall continue as normal, and the postponed days of holiday shall be taken at a later date.

For the period of illness, the employee shall be entitled to receive sickness pay in accordance with clause 13 of the collective agreement.

#### 9.3. 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

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

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

#### 1. Employees with monthly salaries

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

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

The holiday pay for an employee with a monthly salary shall be increased by 9% or 11.5% (if the employment relationship has lasted at least one year by the end of the holiday entitlement year) of the sum of the pay supplements and remuneration for work done on Sundays as was paid during the holiday entitlement year.

#### **EXAMPLE OF CALCULATING HOLIDAY PAY**

#### Calculating holiday pay

The monthly salary at the beginning of the holiday was  $\leq$ 2,100 + the hourly supplements during the holiday entitlement year totalling  $\leq$ 900 (11.5%).

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

Basic pay: €2,100 ÷ 25 × 24 = €2,016. Supplements: 11.5% × €900 = €103.50

Summer holiday pay: €2,016 + (€103.50 ÷ 30 × 24) =

€2,098.80. When the six-day winter holiday starts, the

following shall be paid:

Basic pay: €2.100 ÷ 25 × 6 = €504

Winter holiday pay: €504 + (€103.50 ÷ 30 × 6) = €524.70

#### 2. 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 received upon the prescription of a doctor to restore or maintain the working capacity after an occupational disease or accident, for no more than the total of 75 working days
  - for the period in which work was prevented due to an order by the authorities to prevent the spread of disease
  - for periods of pregnancy, special pregnancy, parental, and temporary childcare leave and absences for compelling family reasons
  - for periods of lay-off lasting up to 30 working days per lay-off and
  - for periods of temporary absence and medical examinations as per the collective agreement

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 for each lay-off.

The calculated pay shall be determined on the basis of the hourly wages at the beginning of the absence and the agreed average number of hours per three-week period or, if this information is not available, on the basis of the actual working hours in the three full three-week periods preceding the absence. Any pay rises that take place during the absence shall also be taken into account

#### **FXAMPIF**

A part-time employee with an hourly wage of  $\le$ 12 and a minimum working time of 50 hours per three weeks. Holiday entitlement: 2.5 days × 12 months During the holiday entitlement year, the remuneration for work is  $\le$ 9,000. Sick pay was paid for 4 weeks, totalling  $\le$ 720, and there are also 7 sick days without pay.

Earnings during the holiday entitlement year:

€9.000

+€720

+ €280 (calculated pay for 7 unpaid sick days)

=€10.000

Holiday pay: €10,000 × 11.5% = €1,150

# 11. Annual holiday compensation

#### a. Annual holiday compensation as 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). If the employment relationship has lasted at least one year, the compensation shall be 11.5%.

### 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.

# 18 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.

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

Employees returning from military service, voluntary military service or civil service shall 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  $10 \times 2 = 20$  days of holidays. The wages paid in the holiday entitlement year amount to  $\leqslant$ 6,000. The holiday pay is 9% of  $\leqslant$ 6,000 =  $\leqslant$ 540

#### Holiday bonus:

 $50\% \times \text{€}540 \times 20$  (the number of days of holiday) ÷ 24 (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 26 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.

# 19 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.

# 20 Workplace meals

Employees must be provided with the opportunity to eat a meal if the uninterrupted working time during the day exceeds six hours. If the employer is able to arrange meals and has premises suitable for eating, the employee shall be charged no more than an amount corresponding to the taxable value.

# 22 Group life insurance

The employer shall take care of group life insurance covering the employees at its own expense as agreed between the labour market organisations.

# 23 Shop steward and occupational safety representative

### 1. Compensation and job release time

The chief shop steward and the occupational safety representative shall be granted regular release from work and paid compensation for tasks performed outside of working hours as of 1 September 2025 as follows:

Number of employees	Hours of job release per 3 weeks	Compensation (€ per month)
25–50	6	84
51–70	9	84
71–90	12	84
91–110	14	84
111–150	20	84
151–200	25	84
201–300	38	125
301–400	50	157
More than 400	64	191

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

If the number of employees is no more than 24, the employer and the shop steward/occupational safety representative may make a local agreement on any job release and compensation.

### 2. Calculating the number of employees

The number of employees shall be calculated by

- dividing the number of working hours done in the preceding calendar year (excluding hours of additional work and overtime) by 12 and
- dividing the result by 172.

The figure thus obtained corresponds to the imputed average number of full-time employees.

# 24 Trade 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.

# 25 Meetings in the workplace

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 shall be 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.

# 26 Local collective bargaining

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

- The conclusion of a workplace-specific agreement cannot be a prerequisite for making an employment contract, nor can a workplacespecific 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 may only be made with an employee once the employee's trial period is over.
- **3.** The parties to the agreement may be the employer or their representative on one side and the shop steward, employee or employees on the other side, or a working group on local agreements formed by both parties.
- **4.** A working group on local agreements, having knowledge of the conditions in the workplace, may be appointed to develop, monitor and make local agreements in the workplace.

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

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

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

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

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

- **5.** The agreement must be made in writing.
- 6. The agreement can be made for an indefinite or fixed period.

Indefinite agreements can be terminated with three months' notice. Fixed-term agreements that have been in effect for more than 9 months can be terminated in the same way as for indefinite agreements.

When an agreement that overrides provisions of the collective agreement comes to an end, the provisions of the collective agreement shall apply.

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

# Collective agreement clause 26 a Prevention of violence

#### 1. Assessment

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

In particular, the assessment must focus on

- working alone, particularly in the evening and at night
- incidents of violence affecting the workplace and occurring in the immediate vicinity of the workplace
- handling of cash or valuables.

#### 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.

# 26 b Promoting occupational wellbeing

Occupational wellbeing refers to conditions in which work is pleasant and can be done effectively in a safe working environment and working community that promotes the health and careers of employees. Research shows that promoting occupational wellbeing may also increase productivity. The entire working community contributes to occupational wellbeing.

Regular performance appraisals are an integral element of the promotion of occupational wellbeing. Performance appraisals focus on the 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 wellbeing programme or measures to promote such wellbeing. 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 wellbeing.

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

# 26 c Calculating the maximum working time

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

### 27 Industrial action

All measures that target this collective agreement as a whole or any individual part thereof are prohibited.

# 28 Negotiating 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 (see the appendices).

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.

# 29 Validity of the agreement

- 1. This agreement shall remain in force until 31 March 2028.
- **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.
- **4.** The provisions of this agreement shall remain in force until a new agreement has taken effect or either of the negotiating partners has declared that the negotiations between the parties have ended.

Finnish Hospitality Association MaRa Service Union United PAM

# Introduction of the Collective Agreement for the Adventure Services Sector in companies

The parties to the collective agreement have identified some problems in reconciling the wage system used by companies with the wage system under the new collective agreement. These problems are due to factors such as differing forms of wage payment, remuneration for working time, compensation for expenses, remuneration for holidays, and the grounds for these

The parties to the collective agreement have agreed the following:

- 1. The wages, remuneration for working time, and pay and compensation for holidays must, at the very least, meet the minimum standard in the collective agreement in their entirety.
- 2. The introduction of the collective agreement must not lead to a decrease in overall earnings in existing employment relationships, provided that working time is remains the same. The overall earnings are calculated as the remuneration for actual working time, supplements for working time, and pay and compensation for holidays.

Helsinki, 6 November 2013

Finnish Hospitality Association MaRa Service Union United PAM

# Job requirement grades

A Assisting	B Ordinary	C Demanding
The duties consist of assisting tasks. The knowledge and skills required can be learned in a short period of instruction. Work is performed in accordance with clear operating procedures and work routines.  Supervision is based on monitoring performance.	The duties are typical professional tasks in the sector. The duties require professional knowledge and command of working methods based on vocational education or professional experience. The work is independent in nature.	The duties include responsibility for a certain area or function. The duties require a strong command of knowledge and skills based on vocational education or good professional experience.

#### Instructions for placing employees in job requirement grades

**Assistant guide** 70% of the lower threshold for A

• Usually a minor or a student

#### Δ

Junior safari guide with less than one year of work experience

#### Δ-R

Senior safari guide with less than three years of work experience. Field employee with less than three years of work experience. Clerical employee with less than three years of work experience.

#### В

Senior safari guide with more than three years of work experience and independen responsibility.

Field employee with more than three years of work experience and independent responsibility in maintenance operations or customer service.

Clerical employee with more than three years of work experience or vocational education in the sector and two years of work experience.

#### C

Leading safari guide with responsibility for large groups or adventure service packages.

Clerical employee with more than three years of work experience and independent responsibility for production, sales or operations, and related planning and pricing.

# Pay scales for the adventure services sector, 1 September 2025

	Initial level	Over 3 years	Over 7 years
Α	1687 (9.81)	1809 (10.52)	2036 (11.84)
В	2036 (11.84)	2156 (12.53)	2271 (13.20)
С	2141 (12.45)	2392 (13.91)	2508 (14.58)

#### Working conditions bonuses

Supplement for late working time (20:00-06:00) €1.38/hour

# Pay scales for the adventure services sector, 1 June 2026

	Initial level	Over 3 years	Over 7 years
Α	1736 (10.09)	1976 (11.49)	2095 (12.18)
В	2095 (12.18)	2219 (12.90)	2337 (13.59)
С	2337 (13.59)	2461 (14.31)	2581 (15.01)

# Pay scales for the adventure services sector, 1 July 2027

	Initial level	Over 3 years	Over 7 years
Α	1778 (10.34)	2023 (11.76)	2145 (12.47)
В	2145 (12.47)	2272 (13.21)	2393 (13.91)
С	2393 (13.91)	2520 (14.65)	2643 (15.37)

# Protocol on reforming the Collective Agreement for the Adventure Services Sector

**Time** 7 May 2025

**Place** Electronic signature

**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 the Adventure Services Sector and the respective protocols for the period from 1 April 2025 to 31 March 2028.

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

#### 2

The contractual period includes two pay rise implementation points.

#### 2025

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

#### 2026

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

#### 2027

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

#### 3 Pay scales and working time supplements

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

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

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

From 1 September 2025: Supplement for late working time: €1.38/hour

#### 4 Amendments to the wording

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

#### 5 Working groups

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

#### 6 Signature protocol

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

Helsinki, Finland, 7 May 2025

FINNISH HOSPITALITY ASSOCIATION MARA SERVICE UNION UNITED PAM

# Template for the memorandum of dispute

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

# **Employment contract template**

1. PARTIES TO THE	Employer	Place of business or domicile	
EMPLOYMENT CONTRACT	Employee	Personal ID code	
	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	Commencement date of the employment relationship  The employment contract is in force		
EMPLOYMENT CONTRACT			
	Permanent Fixed term	until	
	Grounds for the fixed-term employment contract		
	Seasonal business The employee's rec	quest Stand-in	
	Practical training	Other:	
3. TRIAL PERIOD	For indefinite employment relationships, the trial period begins on the first day of the employment and can last a maximum of six months, during which this contract can be cancelled by either party. For fixed-term employment relationships, the trial period must be no longer than half of the term of employment and a maximum of six months.		
	Length of the trial period: Final day of the trial period:		
4. IMMEDIATE SUPERVISOR			
5. WORKING	Full-time: 120 hours per 3 weeks (monthly salary)		
HOURS, ADDITIONAL WORK AND	Part-time, working hours:hours per 3 weeks (hourly wage)		
OVERTIME	Other:		
	The provisions of the law and the collective agreement shall apply to the assignment of and remuneration for additional work and overtime.		
6. DUTIES			
7. REMUNERATION	At the beginning of employment, the pay of the employee is determined as		
	follows: Job requirement grade: Pay		
	(€/month/hour):		
	At the beginning of employment, the time entitling the employee to an experience amounts toyearsm		
8. APPLICABLE COLLECTIVE AGREEMENT	As regards the wages and working conditions applying to the employment relationship, the parties shall adhere to the law and the Collective Agreement for the Adventure Services Sector signed by the Finnish Hospitality Association MaRa and Service Union United PAM unless this contract provides for more favourable terms for the employee.		
9. OTHER TERMS AND CONDITIONS			
10. DATE AND SIGNATURES	This agreement has been made in two identical copies, one for the employer and one for the employee.		
	Locality	Time	
	Signature of the employer's representative	Employee's signature	

Declaration: In accordance with chapter 2, section 4 of the Employment Contracts Act, the employer states the following in regard to the key terms of employment:

the employer shall specify the place of work at any given time within the following framework (e.g., specific places of business of the company or all places of business of the company or particular area(s) where work is performed):

# Agreement on the introduction of a working time bank

Employees in the adventure services sector

1. PARTIES TO THE AGREEMENT	Employer	Place of business or domicile	
	Shop steward/member of Service Union United PAM elected by the personnel		
	The parties agree on the introduction of an annual working time system in accordance with clause 9 b of the Collective Agreement for the Adventure Services Sector.		
2. ADJUSTMENT PERIOD	The length of the adjustment period is weeks/months (up to one year)  The first adjustment period begins on		
3. VALIDITY	The agreement shall remain in effect indefinitely. Either party can terminate the agreement with 3 months' notice. At the end of the period of notice, the ongoing system shall be followed until the end of the adjustment period.		
4. DATE AND SIGNATURES	This agreement has been made in two identical copies, one for the employer and one for the shop steward/member of Service Union United PAM elected by the personnel.  Any agreement other than one made by a shop steward must be delivered to Service		
	Union United PAM and the Finnish Hospitality  Locality	Association MaRa.  Time	
	Signature of the employer's representative	Signature of the shop steward/member of Service Union United PAM elected by the personnel	

# Agreement on a working time bank

Employees in the adventure services sector

1. PARTIES TO THE AGREEMENT	Employer	Place of business or domicile	
	Employee	Personal ID code	
	The parties agree that the annual working time system under clause 9 b of the Collective Agreement for the Adventure Services Sector shall apply to the employee's employment relationship.  The introduction of the system was agreed by the shop steward/member of Service Union United PAM elected by the personnel		
2. ADJUSTMENT PERIOD	The adjustment period for the employment relationship is weeks, within which the working hours are balanced to an average of 120 hours per 3 weeks.		
	The first adjustment period under the system begin	ns on202	
3. MAXIMUM WORKING HOURS	The parties agree that the maximum working time in one single three-week period during the adjustment period is		
	hours / 3 weeks		
4. SUMS OF MONEY DEPOSITED IN THE WORKING TIME BANK	The following sums of money are converted into hours and are given to the employee as adjustment days off:  Sunday work compensation  Overtime supplement		
DAIN	☐ Compensation for Z days off ☐ Remuneration for additional work ☐ Basic hourly rate for overtime		
	Other:		
Holiday bonus in full/half			
5. TIMING OF ADJUSTMENT DAYS OFF AND Z DAYS	As far as possible, the adjustment days off and Z days off accrued in the working time bank shall be given to the employee between and		
OFF			
6. VALIDITY	The agreement shall remain in effect indefinitely. Either party can terminate the agreement with 3 months' notice. At the end of the notice period, the ongoing system shall be followed until the end of the adjustment period.		
7. DATE AND SIGNATURES	This agreement has been made in two identical copies, one for the employer and one for the employee.		
	Locality	Time	
	Signature of the employer's representative	Employee's signature	



Membership and joining

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Members' employment matters

+358 30 100 620

Unemployment fund

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