Factsheet on the Hospitality and Tourism Collective Agreement

The personal scope of this Hospitality and Tourism Collective Agreement (hereinafter the Agreement) extends to the interest representation organisations concluding this agreement and their members; furthermore, with the exception of managers as defined in Section 188 of Act XXII of 1992 on the Labour Code, no longer in effect (hereinafter the Labour Code), to all workers employed in economic operators belonging to the employers' organisations and their successors in title to this Agreement.
Any employer engaged in catering and tourism activities may accede to this Agreement in the event of the consent of the trade union represented at it, provided that it accepts the provisions of this Agreement and undertakes to comply with it.
The Parties conclude this Agreement on behalf of the employers' and workers' representatives (hereinafter Contracting Parties) for an indefinite period of time. The sectoral minimum wage for the reference year referred to in Annex 2 to this Agreement shall apply at the same time as the national minimum wage enters into force for the reference year.

Provisions relating to the relationship between this Agreement and collective agreements concluded at workplace level with employers falling within its scope

The Contracting Parties agree to initiate and propose to employers subject to this Agreement the conclusion of a collective agreement at workplace level under the conditions regulated in Section 33 of the Labour Code, no longer in effect.
The content of the local collective agreement shall be governed by the Sectoral Collective Agreement and may be derogated from only in favour of workers.
In the case of succession in the person of the employer, the terms and conditions laid down in the collective agreement effective for the predecessor employer at the time of succession, with the exception of the work schedule, shall be maintained by the successor employer in respect of the workers affected by the succession until the termination of the collective agreement with the predecessor employer or the expiry of the collective agreement or the conclusion of another collective agreement with the successor employer; failing which, at least one year after the succession.
Where the terms and conditions laid down in a collective agreement effective for the successor employer are more favourable to the worker than the terms and conditions laid down in the collective agreement effective for the predecessor employer, the terms and conditions of the collective agreement effective for the successor employer shall apply.
For the purposes of this Agreement, legal succession and the agreed transfer and takeover of all or part of the employer (plant, store, place of business, place of work), including in particular through sale, exchange, rent, lease or entry into a business association, shall be considered to be legal succession by the employer with the actual continued employment of the worker(s).

Relationship between this Agreement and individual contracts of employment

Individual contracts of employment concluded with employers subject to this Agreement shall be governed by this Agreement and by the local collective agreement, and any derogation from these is allowed for the benefit of the worker only.

Conciliation of collective disputes in the workplace

In the event of interpretative and collective labour disputes between employers and workers' collectives and their representative organisations subject to this Agreement, a Conciliation Committee shall be set up to encourage a settlement and to bring the dispute to a rapid closure, on request and with the common consent of the parties to the dispute.
In particular, the Conciliation Committee shall have the following functions and powers:
a) disputes related to transformations, privatisations, other organisational or majority ownership changes;
b) interpretation and development of a position in disputes between employers subject to this Agreement and a local trade union representing workers;
c) the establishment of its own rules of operation.

The Contracting Parties shall nominate an equal number of members of the Conciliation Committee. The number of members of the Committee and the chair shall be determined on a case-by-case basis and jointly by the Parties. Representation of direct stakeholders in the dispute shall be ensured in the Committee.
The Contracting Parties or, on the basis of a declaration of submission, the direct stakeholders in the dispute shall accept and implement the decisions of the Conciliation Committee.
The costs of the operation of the Conciliation Committee shall be borne jointly by the Parties.

Rules to facilitate interest representation at the workplace

Employers' representative bodies and their members shall, as far as possible and as necessary, provide local trade unions and their interest representatives with all information necessary for their advocacy work on economic and organisational changes, while respecting rights relating to personality.
The information shall be provided prior to the operator's decision at such time as to ensure that it is capable of meeting the legal deadlines, on the one hand, and that workers' representative organisations can effectively exercise their rights and express their views during the preparatory phase of the decision, on the other.
In the case of succession in the person of the employer, the legal predecessor and the successor employer shall, at an appropriate time before the succession, and at least before the employment and working conditions of the workers are affected, inform the trade union of the reasons for the succession, the legal, economic and social consequences for the workers and enter into consultations on any other measures envisaged for the workers. This obligation to provide information shall apply in the event of bankruptcy or liquidation proceedings or winding-up of the employer.
Before taking any employer action, if the workers or the workers of the establishment in question are directly affected to the extent specified in Section 94/A(1) of the Labour Code, no longer in effect, the trade union represented with the employer shall be informed.
The Contracting Parties mutually undertake to retain the information thus received and obtained in the course of the cooperation, not to disclose it to unauthorised persons or to use it to the detriment of others. Documents, the contents of which fall within the scope of trade secrets or otherwise within the scope of confidentiality, shall each bear the 'confidential' mark and the range of persons who may become aware of it.
Employers subject to this Agreement shall, to the extent possible, guarantee free of charge the personal and material conditions necessary for the operation of trade union bodies, in particular locality, telecommunications and postal service opportunities. They shall allow

workers' representative organisations to publish their information concerning workers at the employer's premises.
In order to ensure working time allowances for trade union officials and their labour law protection, and the paid off-work time for members in the event of continued training, the number of members of the workplace trade union and the list of officials shall be communicated to the employer's manager, and any changes shall be communicated within one week. In all cases, the trade union official shall notify the head of the workplace in advance of the working time allowance and agree on the date of use.
The Contracting Parties undertake to encourage their members to comply with the provisions of legislation on employment, the Sectoral Collective Agreement and the local collective agreement, and to ensure that these agreements are complied with in full and that their rights are exercised for their intended purpose.
Employers shall continue to undertake to deduct the membership fee from the wages on the basis of the declaration of the members of the trade union, valid until withdrawal, and to transfer the membership fee deducted to the account number given by the local trade union organisation.

Legal declarations relating to the employment relationship

The employer shall draw up in writing the following key declarations, if not provided for in the local collective agreement or the contract of employment:
- the contract of employment and its modification, declarations or agreements for any form of termination of the employment relationship,
- the ordering of work not covered by the position and the conditions of its remuneration,
- redirection to another location even when employed in a variable workplace,
- ordering work outside the permanent place of work and with another employer,
- ordering overtime and standby, and
- ordering work on a rest day and on a public holiday, unless work is otherwise performed according to the working time schedule,
- ordering any work for which the parties agree on financial compensation or for which the employer promises extraordinary remuneration or compensation,
- guidance and information on the way in which the work is carried out, if requested by the worker,
- all statements made at the request of the worker, in particular if the worker relies on the unlawfulness of the instruction, or if compliance with the instruction is liable to cause damage, or on the basis of a rule on the employment relationship,
The worker shall not suffer any disadvantage as a result of the absence or failure to draw up in writing.

Rules governing the establishment of an employment relationship

The employment relationship, irrespective of its duration, shall be established only by written agreement. The contract of employment shall be concluded at the latest on the date on which the worker takes up work. At the same time, the employer shall arrange for a social security notification with the same content as the contract of employment and, where a paying agent is operated, for the entry into the register and for keeping employment records.
The content of the individual contract of employment shall be governed by the local collective agreement and the Sectoral Collective Agreement, and any derogation from it is allowed only for the benefit of the worker.

The employer is obliged to employ the worker in accordance with his contract of employment if the worker has fulfilled the conditions of employment laid down in this contract of employment.
In the event that the contract of employment concluded subsequently turns out to be in breach of the rules on the employment relationship and is therefore invalid, the parties shall, in addition to the provisions laid down in the Labour Code, make every effort to eliminate this invalidity in the interests of the worker, and the employment relationship shall be terminated only if it is impossible to do so.
Workers may only be employed in a position that is suitable for their knowledge and for which they have acquired appropriate experience. They must also be classified accordingly. In the case of positions where knowledge of a foreign language is required and used, fulfilling this additional requirement shall be taken into account in the remuneration of workers.
The employer shall inform the worker of the technologies used by the employer that are harmful to health, the use of substances harmful to health, in particular carcinogens, the possibilities of avoiding hazards, and occupational safety.
Workers shall not conceal from the employer any fact, circumstance or condition that prevents their employment or may render it unlawful. Workers shall bear the consequences and damage arising from their misrepresentation.
The extension of the probationary period provided for in the contract of employment shall be prohibited. During the probationary period, the employment relationship may be terminated without justification by either party with immediate effect.
In the case of a fixed-term employment relationship, where it takes place as a result of the replacement of a worker, the expected duration of the contract of employment and the fact that makes the employment relationship terminated shall be specified in the contract of employment.
The workplace collective agreement may specify the positions to which the worker is assigned in a variable workplace. It is also appropriate to list the positions to be filled by a tender, the procedures for launching and evaluating the tender, the parties involved in the decision-making, the criteria for the decision and the procedure to be followed in the event of unsuccessful tenders.

Rules on the modification of a contract of employment

The rules of this Agreement may not affect the contract of employment to the detriment of the worker. In the absence of an agreement, the contract of employment shall be amended if the collective agreement provides for more favourable conditions than those laid down in the contract of employment. Moreover, a collective agreement shall not prejudice the worker’s rights already achieved or reduce the level of benefits obtained.
Amendments to the contract of employment shall be subject to the rules governing its conclusion. All content elements and circumstances that change in relation to the original shall be drawn up in writing and shall be specified therein.

Rules for the termination of employment

An employment relationship for an indefinite period of time may be terminated in writing by the employer and the worker. The worker shall not be obliged to provide the reasoning for the termination; the employer shall give a detailed and substantive statement of reasons for the worker’s ordinary termination. The ordinary termination by the employer may only be based on actual grounds and justification, which are proven and justify the need to terminate the employment relationship with sufficient weight.

The employment relationship of workers subject to a prohibition of termination may not be terminated during the term of protection. In addition to the provisions of Section 90(1) of the Labour Code, no longer in effect, the Contracting Parties shall extend the prohibition to the following:
a) to refuse the prior consent of trade union officials, during the term of protection;
b) if the worker works abroad at the employer's disposal, during that period.
The employer may terminate the employment relationship of a worker by ordinary termination, in addition to the law, only in duly justified cases:
a) if he is entitled to family allowance
b) if, as a single person, he cares for a child under the age of eighteen.
The employment relationship of persons subject to this restriction of termination may be terminated only on such serious grounds that the employer cannot be expected to continue to employ the worker because it would become untenable for it or would constitute a disproportionate burden. The employment relationship of workers subject to a restriction of termination may not be terminated by ordinary termination as long as the employer declares that it has a vacant position in which the worker is fit to perform and undertakes to do so.
If the change in the employer's market or financial situation or the restructuring of the work organisation forces the employer to reduce the number of workers, it shall be examined, before the termination of the employment relationship, whether the termination may be avoided by

- redirection (to another position),
- vocational retraining,
- part-time work,
- reviewing the employment of workers in areas not affected by redundancy in the context of further employment or any other employment relationships,
- early retirement.

Legal succession in the employer's identity cannot in itself serve as a ground for terminating an employment relationship for an indefinite period of time by ordinary termination.

The **notice period** for the employer shall be 30 days, extended by at least by the following for years of service with the employer if the termination has not taken place due to the fault of the worker or for reasons attributable to him:
a./ 30 days after 10 years,
b./ 35 days after 15 years,
c./ 50 days after 18 years,
d./ 75 days after 20 years.
The period of employment with the legal predecessor shall be counted towards the period of employment spent with the employer. The period of notice shall begin to run on the day following the service of the notice of termination or on a later date specified in the notice of termination. In the event of termination by the employer, the worker shall be exempted from his duties for half of the notice period, based on the notice period.

A worker shall be entitled to termination benefits in the event of the employer's ordinary termination, the employer's termination without legal successor, and the worker's lawful extraordinary termination, provided that his employment relationship with the employer has existed, including the time spent with the employer's predecessor, for the period specified below.
The minimum level of termination benefits shall be the amount of
a./ 4 months after at least 10 years spent with the employer
b./ 5 months after at least 15 years spent with the employer

c./ 7 months after at least 20 years spent with the employer
d./ 8 months' average earnings after at least 25 years spent with the employer.
The termination benefits shall be increased by an average of 3 months if the worker's employment relationship terminates within 5 years prior to the acquisition of the right to an old-age pension by ordinary termination of the employer, termination of the employer without legal successor or lawful extraordinary termination of the worker.
No termination benefits shall be payable to the worker if he qualifies as pensioner at the latest at the time of termination of the employment relationship.
The termination benefits shall be paid to the worker on the last day of work. The termination benefits shall be granted to the worker in addition to the wage, other benefits and the average earnings for the period of termination.

The **employer** may terminate the employment relationship by **extraordinary termination** in the first place if the worker:
a) is in serious breach of a material obligation arising from the employment relationship, either intentionally or through gross negligence; it may include in particular:
- intentionally causes damage with a serious invoicing deficiency,
- distributing foreign goods without authorisation at the workplace,
- falsifies a document, voucher, invoice and thereby obtains an unjustified advantage for himself,
b) if he commits a crime against property or a violation of the rules related to his employment at his workplace, or by causing gross negligence to the employer, exclusively attributable to him,
c) is unjustifiably absent from his place of work and is unable to justify his absence subsequently,
d) he appears at the workplace after alcohol or drugs have been consumed and it may be demonstrated, or he consumes spirits or drugs during his working hours,
e) causes serious damage to life or physical integrity or health, or a group risk of such damage, in breach of health and workplace safety rules,
f) despite the conflict of interest rules, he causes damage (including non-material damage) to the employer by establishing or maintaining further employment or other employment relationships.
g) he engages in conduct that the employer cannot be expected to continue his employment, in particular:
- he causes damage to customers,
- he abuses his peers, with the exception of legitimate protection,
- he grossly abuses a client or person related to the employer.

The **worker** may terminate his employment relationship by **extraordinary termination** on the following grounds in particular, if the employer:
a) is deliberately and significantly in breach of the following substantive obligations
- it does not comply with the rules on working time and rest periods,
- it does not ensure the conditions for the safe performance of the work, as requested by the worker,
- it does not pay the worker's wages and emoluments in time or to account for them in accordance with the terms of the contract,
- it instructs the worker to commit a criminal offence or systematically gives an order that is unlawful or causes harm,
- it misuses its rights.

b) it commits the following grossly negligent misconduct (by significantly breaching material obligations):
- it negligently fails to provide for safety at work, thereby creating a hazardous situation,
- it establishes a financial, documentary and accounting system that does not guarantee safe accounting, and which may lead to a detriment to the worker,
- it does not create the conditions for the worker to be protected from injury;
c) it engages in such conduct towards the worker that makes it impossible for the worker to maintain the employment relationship because
- it humiliates his human dignity,
- It unlawfully hinders his work,
- it restricts the exercise of his rights in bad faith and without justification.
The workplace collective agreement may provide for other cases of extraordinary termination.

The employer shall inform the trade union of the facts, the legal, economic and social consequences for workers and other planned measures for workers (e.g. the redundancy plan) within 8 days of the decision on winding-up or the initiation of bankruptcy or liquidation proceedings by the court, or within 8 days of the adoption of the liquidation schedule. In the event of the termination of the employer without legal successor, the worker shall be entitled to the average wage established for the case of ordinary termination.
If the worker agrees with the employers covered by the Collective Agreement to terminate the employment relationship by mutual agreement and to enter into a new employment relationship and there is no interruption of any working day between the employment relationship terminated by mutual agreement and the new employment relationship then, except as otherwise agreed by the parties, the time spent in the previous employment relationship shall be counted towards the time spent with the new employer.

Supplementary rules for work

The Contracting Parties shall promote the agreed (contractual) settlement of the rights and obligations of employers and workers, and involve trade unions in this settlement. The Contracting Parties shall facilitate that, even in the case of unilateral disposal rights (work outside the scope of the position, work with another employer, work during extraordinary working hours) work shall be carried out, as far as possible, on the basis of an agreement with the worker.
Work that can be ordered by the employer and is not part of the position, and work ordered at another employer or outside a permanent place of work may only be ordered in writing and its maximum continuous duration may not exceed 30 days, unless otherwise agreed between the employer and the worker, and in total 60 days per year, and the worker's wage may not be lower.
Those exercising employer's rights must exercise those employer's rights while keeping in mind the human dignity and constitutional rights of workers, and the management must disclose to the worker any facts, circumstances or data that significantly affect his employment or working conditions.
The worker shall inform the employer without delay if he is prevented from appearing at the workplace.
The worker shall be required to inform the managers of any facts or circumstances relating to the employer's operations that could cause damage to the employer or harm its reputation, and may his line manager for guidance on actions to remedy them.
The employer may prohibit or require the termination of a further employment relationship or any other employment relationship during the employment relationship of the worker if the

establishment or maintenance of the further relationship would jeopardise the legitimate economic interests of the employer. In particular, the following shall be considered as such:
- if it fulfils the criteria of conduct falling within the scope of or is a legal relationship leading to unfair economic activity,
- if the working time of the main job is affected by this legal relationship,
- if it is incompatible with the existing legal relationship, e.g. because of a family relationship or because of settlement and payment order procedures.
In addition to the above, the collective agreement may provide for conduct detrimental to the legitimate interests of the employer.

Rules on working time and rest periods

The work schedule applicable to the employer by occupational group, position or place of work shall be laid down in the workplace collective agreement or, failing that, in the contract of employment, subject to the following: These can only be derogated from for the benefit of the employee.
On the basis of the duration of the daily working time under the workplace collective agreement, or, failing that, the contract of employment, daily working time referred to in the Labour Code shall be determined in a weekly or longer framework, but not more than an annual one. In view of the particularities of the profession, it is justified and recommended to apply the 6-month framework.
The daily working time shall not exceed twelve hours in the case of the establishment of a framework for daily working time and shall correspond to full-time work as an average of six months per year in the case of seasonal work.
The working time schedule may be equally and unevenly regulated by the workplace collective agreement. In the event of unequal working hours, the minimum duration of the daily working time may be 4 hours and the maximum duration may be 12 hours, with the exception of stand-by positions.
If the unequal work schedule is justified by seasonal work, an agreement may be concluded with the worker or group of workers on the terms and conditions of employment other than those laid down in the work schedule. However, the restrictive rules laid down by law must be complied with also in this case, in particular as regards the ordering of daily rest periods, holidays, rest days and public holidays. In the event of unequal working hours, it shall not exceed the limit of twelve hours. The cases and means of derogation from the working time schedule shall be laid down in the local collective agreement.
Split working hours may only be arranged exceptionally, if the requirement to establish a work schedule adapted to the needs of the guests and the requirement of sound management of the workforce cannot be enforced otherwise. In the case of a split schedule, the working time may be interrupted within 12 hours per day, up to a maximum of 4 hours. The workplace collective agreement shall specify the positions to which the split work schedule applies. Split working hours for residents outside the administrative area must be avoided as far as possible. Pregnant woman and those who, as a single person, are bringing up a minor child may only be employed in split working hours with the worker’s consent.
Derogations from the working time schedule may be made on the basis of prior agreement with the worker. In exceptional unforeseeable circumstances, work that derogates from the working time schedule provided for in the collective agreement may be ordered, but the worker must be able to inform his family accordingly, take care of his minor child, etc., as well as be compensated for the costs and damages incurred as a result of the extraordinary work. The employer shall also notify the worker in writing of a working time schedule different from the working time schedule provided for and regulated in the collective

agreement on other grounds at least one week in advance and for at least one week in advance.
Workers may be employed in a working time schedule adapted to shift operation. Shift positions and the duration of shifts shall also be specified in the workplace collective agreement or, in the absence thereof, in the contract of employment.
In the case of flexible working hours, the starting and finishing time for the performance of the work, including the starting and ending period of the mandatory period at the workplace (e.g. starting at 8.00 hours, ending at 18.00 hours, including the worker's stay at the workplace between 10.00 and 17.00 hours, unless otherwise agreed by the worker with the manager in charge of the management of his work).
The time for preparation and settlement at the workplace shall be included in the working time.
Working beyond the working time schedule or the working time framework shall be considered as extraordinary work and shall be remunerated.
The daily rest period shall be 11 hours, which may be reduced to a maximum of 9 hours only for positions covered by the workplace collective agreement, as specified in the contract of employment.
If the daily working time exceeds six hours, the worker shall be granted a break of at least twenty minutes. If, due to three or more shifts or uninterrupted operation, the working time cannot be interrupted, or in positions of a stand-by nature or where meals can be provided within working hours, the break shall be granted within the working hours. The worker shall continue to be entitled to a break for every 3 consecutive hours of overtime.
The weekly rest day shall be indicated in the working time schedule and shall normally fall on the same day per week. One Sunday rest day per month shall be granted during the season to any person who has a child under the age of 14.

Work in extraordinary time

The following shall be considered as extraordinary work:
- work ordered in addition to the daily shift work schedule and work in excess of the agreed working hours (overtime)
- work on rest days and public holidays,
- standby at a specified place and for a specified period of time.

Extraordinary work may only be ordered in writing, at least 3 days in advance, subject to the restrictions laid down in the Labour Code. Shorter orders may only be issued in exceptional cases provided for in the workplace collective agreement and, in such cases, in the absence of prior written notification, it shall be proved subsequently. In the case of workers employed in an unequal working time system, the working time schedule longer than 8 hours shall be considered as extraordinary work above a working time framework only if it exceeds the scheduled working time.
Any work performed beyond the planned daily, weekly, monthly and annual working time framework shall be overtime. Overtime must be ordered in writing at least 3 days in advance. This 3-day time limit does not need to be respected if overtime is required by the continuity of work, e.g.: the alternate is absent,
and if it takes place due to an
- unforeseen event,
- in order to prevent an accident, act of God or serious damage
- or for the delivery of goods outside working hours.

The maximum annual overtime may be 300 hours, including overtime that may be ordered on a weekly rest day and on a public holiday. The duration of overtime that may be ordered may not exceed 4 hours per day or, on 2 consecutive days, a total of 8 hours.
The reasons for and the level of overtime that may be ordered in addition to the working time framework within 300 hours per year shall be as follows:
- It is unrestricted in the event of accident, act of God, or to prevent and avoid serious damage
- up to 44 hours per month in the case of an event with high turnover
- no more than 44 hours per month in the case of out-of-time stock-taking or closure works.

Overtime worked shall be remunerated or compensated in leisure time. Staff employed in a blue-collar position may only be compensated in leisure time in return for overtime at their own request; they have to be remunerated. No consideration shall be paid for overtime to managers who, by agreement, determine their working time and position and how they use it themselves.
As agreed, leisure time for overtime work shall be granted until the end of the month following the end of the overtime period, but no later than the end of the quarter. If the leisure time for overtime work is not taken within the prescribed time limit, the consideration for the remaining hours shall be paid in money.
For the purposes of an order, work on rest or public holidays shall be treated as overtime and shall be counted towards the overtime framework of 300 hours. This shall not apply to workers employed in an unequal working time system in units operating in two or more shifts, in a continuous or non-stop system.
The work performed on a public holiday by workers employed in units operating in two or more shifts, in a continuous or non-stop system, and the provision of a weekly rest day shall take place according to the work schedule or timetable.
If the worker has been availed of for work on his weekly rest day, leisure time of the same duration shall be granted instead.
Stand-by duty may be ordered at home or at the workplace after the start or end of working hours. The order must take into account the limits laid down in the Labour Code. Orders shall be made in writing 3 days in advance, except in cases of extraordinary security measures.
While on stand-by duty at the workplace, if the worker has been used for work, the rules on overtime shall apply.
The duration of stand-by duty may be 8 hours per day in the case of a technical on-call duty or an event and up to 44 hours per month. Stand-by duty shall not be restricted for the purpose of preventing or averting an accident, an act of God or serious damage. In this case, the stand-by duty ordered shall be compensated with an equivalent leisure time or remuneration.

Rules on leave

The leave to which the worker is entitled shall be granted in accordance with an annual leave schedule. The date and timetable for granting the leave shall be determined by the employer, after having heard the worker in advance. The number of days of leave to which the worker is entitled for the reference year, broken down by title, shall be communicated by the end of February and a schedule of granting shall be communicated to him in writing by 31 March at the latest. In the event of deviation from the terms of the leave schedule, the date on which the leave is granted shall be communicated to the worker at least 1 month in advance.
A single parent who takes care of a minor or a child subject to compulsory schooling shall be granted two thirds of his leave in accordance with his request.

Additional provisions on the arrangements for leave, such as the positions giving entitlement to rest leave and the amount thereof, shall be laid down in the workplace collective agreement.
The employer shall grant the leave in the year in which it is due. The leave may be carried over in the event of an important economic interest for the employer and only until 31 January of the following year. These include unplanned turnover growth and work backlog due to tasks, if its non-completion would cause significant damage.

Wage

In workplace collective agreements, the system of remuneration for work, the applicable rates of wage, the principles of wage setting and the system of supplementary remuneration shall be established by the parties in accordance with this Agreement, and contracts of employment shall be governed by them. Derogations from the minimum requirements laid down in the Hospitality and Tourism Collective Agreement can only be made upwards, to the benefit of workers in local collective agreements or contracts of employment.
On the basis of the relevant provision in the Labour Code, employers shall, in addition to providing the necessary data, make an annual proposal for the remuneration and benefits of work in the collective agreement. By 30 April of each year, the Contracting Parties shall discuss the appropriations for the current year's wages and allowances, the manner in which they are to be used and the conditions under which they are to be used, and conclude the wage agreement. When regulating the appropriations for the current year, efforts must be made to link the majority of the appropriations to pre-regulated expectations and performances in order to provide predictability to the benefit of both parties.
The Contracting Parties shall accept the terms of Annex 2 to this Agreement as binding on the compulsory minimum rates of wage for the positions indicated therein, on the criteria for classification and on the principles of remuneration.
The employer's incentive regime must be regulated in the local collective agreement and reviewed annually, together with wages. If there is no collective agreement with the employer, the terms and conditions of the worker's bonus and commissions shall be regulated in the contract of employment.
Bonuses, flat rates and reimbursements shall be laid down in collective agreements at the workplace or, failing that, in the contract of employment. Basis for calculating the wage supplement: the employee's personal basic salary. The minimum amount of shift work allowances shall be in accordance with the rules of the Labour Code.
Proposed wage supplements in addition to the rules of the Labour Code:
a) language allowance for the language used;
b) seasonal allowance, if the task is solved without an increase in the headcount of workers;
c) those related to specific jobs and positions;
d) tutors' allowance for tutors of trainees
depending on their number and the effectiveness of the education;
In the event of a business-related shutdown based on an employer's decision, the employer is obliged to provide a personal basic salary.
In the case of extraordinary work (performing work not covered by the position of posting, secondment, working during extraordinary working hours), the worker shall be reimbursed for all the resulting costs.
In the case of posting and secondment to an employer in another town, if the employers do not provide meals for the worker themselves, the worker shall be entitled to the flat-rate reimbursement of meals as provided for by law.

Overtime and stand-by work and work on rest days and public holidays shall be paid for. The consideration shall be, as a general rule: financial compensation for extraordinary work. At the request of the worker, the amount of leisure time shall be equal to the amount of time spent on extraordinary work, or shall exceed this amount in accordance with a separate agreement (e.g. in cases of replacement of an alternative, work in particularly unfavourable working conditions); an exception to this is a stand-by duty at home, for which the amount of leisure time may be equal to or greater than half of the stand-by time, as agreed. Leisure time may be granted to blue-collar workers only at their own request in exchange for overtime.
Extraordinary work shall be remunerated at least in accordance with the rules of the Labour Code.

Incentives paid at the expense of wages

The Contracting Parties shall recommend to those covered by this Agreement the retention or reintroduction of the following forms of incentives and their inclusion in local collective agreements. Employers shall, at the same time as the annual wage negotiations, negotiate the forms and levels of incentives paid at the expense of wage costs with the trade union representing the workers.
A worker with a minimum employment relationship duration of 1 year may be awarded a '13th month salary' corresponding to his average monthly wage, to be paid in December. Its terms and conditions shall be laid down in the workplace collective agreement.
The criteria for awarding a continuous longer employment relationship with the employer and its remuneration shall be laid down in the workplace collective agreement.

Out-of-wages welfare and social benefits

The Contracting Parties shall aim to ensure that out-of-wages welfare and social benefits are not reduced but increased as far as possible, and that acquired rights are generally safeguarded and respected.
Where there is no collective agreement and the employer plans to reduce out-of-wages welfare and social benefits, the Contracting Parties shall consult the workers' association, during which they shall examine the justification for the planned reduction and propose solutions to replace or compensate for it. This change requires the prior agreement of the workplace representative. This provision shall be without prejudice to the Works Council's powers regulated in Section 65 of the Labour Code, no longer in effect.
In principle, welfare and social benefits may include:
a) the provision of daily, free of charge or reduced-price main meals at the plant, or the provision of meal vouchers;
b) provision of work-clothing or an allowance in lieu thereof;
c) the provision, where necessary and possible, of accommodation for the worker;
d) contribution to the costs of commuting;
e) the possibility of advance payment of wages;
f) aid;
g) support for the construction and purchase of a home/loans with or without interest, grants;
h) the right to use the employer's own holiday homes and/or support for holidays;
i) support for cultural, sporting and social facilities and events
j) support for life and pension supplementary insurance;
k) gifts.
Where a local collective agreement provides for it, in the event of the death of a worker with an employment relationship duration of more than 1 year with the employer, the employer

may, on the basis of a certificate, grant a funeral allowance to a direct relative or to the person paying the funeral expenses within 1 weeks after the funeral, but at the latest on the following pay day. The funeral allowance is an amount corresponding to 1 month’s basic salary of the worker.

Welfare and social benefits, the principles for their distribution and the manner in which they are granted, or the arrangements for the payment (provision) of guaranteed benefits shall be regulated in an enforceable manner in the workplace collective agreement, with the consent of the Works Council.

Additional rules on workers' liability for damages

Criteria for establishing liability for damages for a uniform and lawful interpretation:

Under Section 166 of the Labour Code, no longer in effect, the worker is liable for damage caused by the culpable breach of his obligations arising from his employment relationship. (culpable damage)
In that context, the employer must prove the occurrence of the damage; that is to say, the fact of the damage and the amount of the damage, and that the damage is the result of the unlawful (violating the law, contract of employment or job description or internal regulations) and attributable (intentional or negligent) conduct of the worker, that is to say, an act or omission, and that the damage is causally linked to it (the damage was caused in whole or in part by the worker).
Under Section 169 of the Labour Code, no longer in effect, the worker is liable for lost items taken over under the obligation of return or settlement, which are permanently held in custody, exclusively used or managed, regardless of the fault of the worker. (custodial liability)
In that context, the employer must prove the existence and extent of the loss, the fact of taking over by means of written documents (the money and valuables manager shall be liable in the absence of such documents), the fact that, at the time of taking over, the worker was aware of his custodial and settlement liability and its consequences, and the employer ensured the conditions for custody.
Irrespective of the fault on the part of the worker who entered into the inventory liability agreement under Section 170 of the Labour Code, no longer in effect, the worker shall be liable for any loss of inventory for an unknown reason in the material or goods lawfully received for handling, in excess of and natural reduction in quantity and the loss resulting from handling. (The rules on inventory liability are laid down in Section 170 and 170/A to 170/D of the Labour Code, no longer in effect.)

Cap on and procedure for damages

In the event of negligent damage, the amount of damages, depending on the extent of the damage caused and the degree of negligence, shall be as follows:
a) In the event of minor negligence, the amount of compensation shall be the amount of the damage, but not more than:

The amount of damage	Rate of reimbursement as a percentage of average monthly earnings
Less than HUF 50,000	50%
HUF 50,001 to 100,000	100%
HUF 100,001 to 300,000	200%
Over HUF 300,001	300%

b) In the event of gross negligence, the amount of compensation shall be the amount of the damage, but not more than:

The amount of damage	Rate of reimbursement as a percentage of average monthly earnings
Less than HUF 50,000	100%
HUF 50,001 to 100,000	200%

Over HUF 100,001	600%

A person who caused damage on several occasions within 6 months before the damage occurred shall be liable to the extent established in the event of gross negligence.
A worker who caused the damage by gross negligence or a negligent criminal act shall be liable up to an average 6 months' salary.
In the event of intentional damage and custodial liability, the worker shall be required to make good the entire damage.
If the damage was caused jointly by several persons, they shall be liable in proportion to their fault.
The employer may bring his claim for compensation for damage caused by the worker before a court. It may derogate from this only up to the amount and in accordance with the procedural rules laid down in the workplace collective agreement and directly oblige the worker. However, only one procedure for damages or for compensation for shortages may be initiated for the same act or omission.

Annex 2

Classification criteria and professional minimum wage
in the field of hospitality and tourism

The minimum wage for skilled workers employed in the sector; the grade wage, the provided wage and the monthly wage paid on the basis of performance shall be set at a minimum

by 10% above the national minimum wage

- (hereinafter: NMW + 10 %)

Decree No 6/1992 (VI.27.) MüM on the system of the cross-sectoral classification of workers imposes an obligation on employers to classify workers into categories of work, as well as conditions.

Under this Decree, the minimum professional wage must be applied to skilled workers who hold a certificate of vocational qualification and professional qualification under codes 55, 56, 57, 58.

These positions are as follows:

Skilled worker (code numbers 55 and 56):

This subheading includes blue-collar workers who hold a certificate of vocational qualification and professional qualification.

Master (code numbers 57 and 58):

This subheading includes skilled workers with a master's certificate (qualification), skilled technicians and skilled workers with a high level of practical knowledge, as well as skilled workers with a tertiary level vocational qualification.

	Category of classification	Grade wage
Galley chef and his deputy - In over-class and class I units	Code 58	NMW + 10%
	Code 57	NMW + 10%
Galley chef and his deputy - Units of Classes II, III, IV	Code 58	NMW + 10%
	Code 57	NMW + 10%
	Code 56 (if not corresponding to the master's level)	NMW + 10%
Meatman	Code 56	NMW + 10%
	Code 55	NMW + 10%
Head of section, cook	Code 56	NMW + 10%
	Code 55	NMW + 10%
Independent cook	Code 56	NMW + 10%
	Code 55	NMW + 10%
Subordinate cook	Code 56	NMW + 10%
	Code 55	NMW + 10%
Head of section, confectioner	Code 56	NMW + 10%
	Code 55	NMW + 10%
Independent confectioner	Code 56	NMW + 10%
	Code 55	NMW + 10%
Subordinate confectioner, baker	Code 56	NMW + 10%
	Code 55	NMW + 10%

Waiter, salesperson	Code 56	NMW + 10%
	Code 55	NMW + 10%
Food and beverage storeman	Code 56	NMW + 10%
Wine-butler	Code 56	NMW + 10%
Spa skilled worker	Code 56	NMW + 10%
	Code 55	NMW + 10%
Holders of the "Mester" qualification		NMW + 10%
Skilled workers listed above, equivalent with "Mester" qualification		