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## **Notice of terms and conditions of an extended collective agreement**

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The Ministry of Social Affairs publishes a notice pursuant [to paragraph 4\(5\) of the Law on collective agreements \(KLS\)](#).

The Estonian Federation of Transport and Telecommunications workers (registry code: 80043986) and the Autoettevõtete Liit business Association (registration code: 80018037) agreed as follows: General

### **PART I**

#### **§ 1**

of scope of General Working Arrangement1. The General Agreement is a collective agreement between the Association of Automobile enterprises (hereinafter "AL") and the Estonian Transport and Tetta workers' Union (hereinafter "ETTA"), which constitutes a reference framework for the system of agreements, which does not preclude the negotiation of more favourable terms in collective agreements at company level (hereinafter "the collective Agreement, together with the General Agreement").

2. The General Agreement regulates the employment, professional and social relations of persons engaged in the bus transport of passengers belonging to the Automobile companies Association (hereinafter referred to as "the employer") and members of the Estonian Transport and Teetworkers' Union (hereinafter referred to as "the employee").

#### **§ 2 availability of agreements in**

1. The General Working Agreement is publicly available on the Internet sites of ETTA and AL.

#### **§ 3 validity of General Agreement on**

1. The GSA will enter into force on 13.04.2020 and will remain in force until 31.03.2023.

#### **§ 4 application of extension to**

1. The terms and conditions of working time, rest periods and remuneration laid down in the General Labour Agreement extend and are binding on all employers and employees engaged in the transport of passengers by bus and coach within the meaning of the Law on public Transport, irrespective of the type of contract concluded with them.

### **II HOURS OF WORK AND REST IN**

#### **§ 5 length of working week and shift of employees in**

1. Working time and rest periods shall be governed by the mobility Act, Regulation (EC) No 561/2006 of the European Parliament and of the Council, Regulation (EU) No 165/2014 of the European Parliament and of the Council, Directive 2002/15/EC of the European Parliament and of the Council and the Employment Agreement Act.

2. The worker is expected to work 40 hours a week. In statutory cases, the weekly working time may be extended to 60 hours provided that the average working time calculated over four months does not exceed 48 hours per week.

3. If the working time of a worker is less than or equal to three hours per day, he shall be paid three hours and the working time shall be counted as three hours. A working day is defined as the time which elapses between two daily rest periods.

4. The working day immediately preceding the public holiday shall be reduced by at least one hour and, in the cases provided for in paragraph 53 of the TLS, by at least three hours.

paragraph 6 Special conditions (drivers of buses, trams and trolleys) in respect of working time and rest

periods for

1. Staff members shall be granted one to one hour daily rest period for rest and meals.
2. A full-time worker may, by reason of the nature of his work, be granted no more than one daily break of 3 hours or more provided that all of the following conditions are fulfilled:
  - a. the agreement to that effect is to be found in the company's collective agreement and
  - b. the break shall be remunerated at least equal to the basic salary from the third hour of the break, or an equivalent different remuneration and agreed in a collective agreement;
- C. the breaks shall include the breaks provided for in point 1 for rest and meals in the
3. The daily breaks provided for in points 1 and 2 shall not be counted as working time.
4. Workers whose main occupation is the driving of a motor vehicle with more than nine seats, including the driver's seat, carrying passengers, shall have an annual leave period of at least 35 calendar days, including additional leave.

III –

### OF REMUNERATION

§ 7 grounds for determination of remuneration in

1. The minimum rates of pay for staff are set out in Annex 1 to the General Agreement. The minimum monthly remuneration shall include the remuneration agreed in the collective agreement and the contract of employment or any other remuneration fixed by the employer.

§ 8 payment of overtime and remuneration for public holiday work in

1. If the aggregate working time reference period is between 1 and 2 months, the worker shall be paid overtime in accordance with the Law on employment contracts. In the case of an overtime period of 3 to 4 months, the worker shall be paid 1,6 times his remuneration.
2. Overtime and remuneration for public holiday work are not included in the monthly remuneration for the agreed working time (standard hours).

### Annex 1

Minimum rates of pay for full-time workers in the

paragraph 1 from 13.04.2020, the gross monthly salary (minimum monthly wage) of drivers of buses, boaches and trams employed under a Community licence, a route licence and a public service contract shall be at least EUR 1 050.

§ 2. from 01.04.2021, the gross monthly salary of drivers of buses, boaches and trams employed under a Community licence, a route licence and a public service contract shall be at least 1150 euros (minimum monthly wage) in the case of full-time employment.

paragraph 3 from 01.04.2022, the gross monthly salary of drivers of buses, boaches and trams employed under a Community licence, a route licence and a public service contract shall be at least 1250 euros (minimum monthly wage) in the case of full-time employment.

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