# COLLECTIVE AGREEMENT FOR CABIN CREW OF SUNCLASS AIRLINES ApS Denmark Suomen sivuliike

1.10.2024-30.9.2026





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#### COLLECTIVE AGREEMENT FOR CABIN CREW OF SUNCLASS AIRLINES 1.10.2024-30.9.2026

#### SCOPE OF THE AGREEMENT

## 1. Scope of the agreement

This collective agreement is applied to the cabin crew employed by Sunclass Airlines ApS Denmark, Suomen sivuliike whose main duties are to work as members of the cabin crew.

This collective agreement is not applied to employees in such positions that represent the employer in determining the working and salary conditions of salaried employees working under the scope of this collective agreement.

#### **EMPLOYMENT**

# 2. Right to manage work

Sunclass Airlines as the employer has the right to manage, supervise and distribute work as well as to employ and dismiss employees. The right to manage work includes the right to give orders and instructions concerning work.

## 3. Employment relationship

- 3.1. An employee may be employed in an employment relationship that is valid indefinitely or for a fixed term on the grounds laid down in Employment Contracts Act in force at the time. The employment relationship may be full-time or part-time.
- 3.2. The employment contract shall be made in writing.
- 3.3. In the beginning of the employment relationship a trial period may be used, the length of which is determined by the Employment Contracts Act in force at the time. During the trial period, the employment relationship may be terminated by either party without notice.
- 3.4. The members of the cabin crew shall be selected among persons, who meet the qualification requirements of the EASA Part CC and the Air Safety Authority for cabin crew, and who have satisfactorily completed at least the basic training required by the EASA Part CC.

## 4. Duties of an employee

- 4.1. Employees are responsible for providing cabin service on board the aircraft in such a way that the safety, comfort and well-being of passengers are guaranteed in accordance with the company's requirements. The passengers shall be familiarized with the safety equipment on board and the cabin crew shall supervise the compliance with the safety instructions provided.
- 4.2. Where circumstances so require, a member of the cabin crew may be temporarily assigned to other suitable work without loss of earnings. In such cases, account shall be taken of his profession and training.

- 4.3. Employees must report any shortcomings they find to their supervisor and make suggestions to remedy them.
- 4.4. Employees must ensure, at their own expense, that they hold a valid passport during their employment relationship.
- 4.5. An employee must wear uniforms prescribed and paid for by the company and must comply with the regulations relating to uniforms. If the employee has to purchase the working shoes (summer and winter shoes) to be worn with the uniform, or if the uniform has to be altered, the company will reimburse these purchases on receipt up to a maximum of 300 euros per calendar year.
- 4.6. An employee may not, without the express permission of the employer, participate in courses or other activities for cabin crew of another airline employer or crew leasing employer while employed by the company.

## 5. Termination of employment

5.1. Unless otherwise agreed, the notice periods to be observed when the employer terminates the employment by giving notice are as follows:

Duration of the employment relationship	Notice period
up to 1 year	14 days
more than 1 year, but no more than 4 years	1 month
more than 4 years, but no more than 8 years	2 months
more than 8 years, but no more than 12 years	4 months
more than 12 years	6 months

Unless otherwise agreed, the notice periods to be observed when the employee terminates the employment by giving notice are as follows:

Duration of the employment relationship	Notice period
up to 5 years	14 days
more than 5 years	1 month

- 5.2. The notice of termination shall be delivered personally to the employer or the employer's representative or to the employee. If this is not possible, the notice may be given by letter or by electronic means. Such notice shall be deemed to have been received by the recipient no later than the seventh day after the date on which the notice was sent.
- 5.3. Before the employer terminates an employment contract on personal grounds, the employee shall be provided an opportunity to be heard concerning the grounds for termination of the employment. The employee is entitled to resort to an assistant when being heard.
- 5.4. At the employee's request, the employer shall notify the employee in writing of the date of termination of the employment contract and of the grounds for termination known by the employer. The employer must give notice of dismissal within a reasonable period of time after the employer became aware of the grounds for dismissal relating to the employee's person.
- 5.5. An employee must return all property belonging to the employer in accordance with the employer's instructions before the end of their employment relationship.

- 5.6. When the employer terminates or lays off employees on production-financial related grounds, a rule is applied, insofar as is possible, according to which employees important to the functions of the employer and those, who have lost part of their working ability whilst working for this particular employer, are dismissed or laid off last. If necessary, attention shall be paid not only to this rule but also to the duration of the employment relationship.
- 5.7. When laying off an employee, a notice period of at least 14 days shall be observed, and the lay-off may be valid for a fixed term or indefinitely.

#### SALARY AND DAILY ALLOWANCES

## 6. Salary

The salary of an employee is as monthly salary. Depending on the continuous duration of the employment relationship, the employee is paid monthly salary as follows:

Salary grade	Duration of the employment relationship	Monthly salary €/month
1	less than 1 year	2000
2	1 year, but less than 3 years	2200
3	3 years, but less than 5 years	2300
4	5 years, but less than 8 years	2400
5	8 years, but less than 10 years	2450
6	10 years or more	2500

If an employee has a total of at least two years of previous work experience as a cabin crew member with another airline at the time of joining Sunclass Airlines, the employee's salary will be determined at grade 2 from the beginning of the employment relationship.

The monthly salary increases from the beginning of the pay period following the step in the salary grades.

It may be agreed that a part-time employee is paid an hourly rate determined by their salary grade.

## 7. Salary payment

The monthly salary is paid monthly on the company's regular payday. Bonuses, allowances, and travel expenses are paid in the month following the month in which they are earned.

If the employment relationship ends, the salary is paid on the regular payday following the end of the employment relationship. On termination of employment, the portion of the allowances shall be paid on the regular payday corresponding to the date of termination.

When calculating the basic part of an employee's overtime or Sunday allowance, the monthly salary divider 161 is used.

# 8. Sales commissions

Employees may be paid commission on in-flight sales, excluding tax-free pre-orders, in accordance with the employer's policy in force at the time. Sales commission is not paid on U and T flights (training flights) or sub-charter flights.

## 9. Senior Cabin Crew Member (SCCM) allowance

Senior Cabin Crew Member, (SCCM), who works as a supervisor on a flight, is paid a separate fixed allowance of 335 euros per month. If the SCCM has worked as a supervisor on a flight employed by Sunclass Airlines for a total of at least five years, the allowance increases to 385 euros per month. If another cabin crew member acts as a SCCM on a particular flight, they will be paid a separate one-off compensation of 35 euros, up to a maximum of 335 euros per month.

## Entry in the minutes:

When determining the SCCM allowance for employees, whose employment relationships shall be transferred to Sunclass Airlines in October 2024, the experience gained as SCCM in the employer company preceding Sunclass Airlines shall be taken into account.

## 10. Instructor allowance

An employee may be paid a separate instructor allowance under the conditions laid down in the company's practice in force at the time.

# 11. Daily allowances

The employer pays an employee a daily allowance for work carried out away from the home base. The period for which the daily allowance is payable starts when the employee reports at home base and ends when the employee returns to the home base at the end of their shift. The conditions and amounts of part-time and full-time allowances are determined by the decision of the Finnish tax authorities in force at the time.

## SPECIAL PROVISIONS REGARDING WORK

## 12. Visas, vaccinations and qualification examinations

The employer pays for the visas required for the cabin crew's work and for the vaccinations prescribed by the authorities. The employer shall bear the cost of the medical qualification examination by an aero-medical officer.

## 13. Hotel accommodation

If the job requires the employee to stay overnight in a hotel, the employer arranges hotel accommodation of a good Scandinavian standard at the employer's expense.

## 14. Commuter transport

If a work shift starts or ends after 11 pm but before 6 am local time, commuter transport shall be provided in accordance with the employer's policy in force at the time.

## 15. Regular working hours

- 15.1. Working hours include the time spent working as well as time when an employee is obliged to be present at the workplace at the employer's disposal. After a passive flight, 30 minutes shall be included in working hours.
- 15.2. Scheduled working hours of an employee may be maximum of 47,5 hours (c/i-c/o) during seven days and 170 h during a four-week period.
- 15.3. The assumed length of a working day is 7,5 hours during annual holiday, absence due to illness, absence due to other excusable reason or training. An assumed working day is not equivalent to working hours when calculating overtime.

## 16. Days off

- 16.1. An employee is given at least ten days off per four-week period. Unless otherwise agreed with the employee, two days off shall be granted at a time. In addition, an employee shall be granted at least 14 weekends off per calendar year. The maximum number of days between weekends off is 54.
- 16.2. A day off of at least 24 hours starts at 00.00 at the latest. If, for unforeseen reasons, a planned work shift continues to a day off, the employee shall be paid a one-off compensation of 150 euros.
- 16.3. After a day off, an employee's work shift may not start earlier than 5 am local time or, in the case of on-standby duty, 4 am local time.
- 16.4. If, at the employer's request and with the employee's own consent, the employee comes to work on a scheduled day off, they shall be paid a one-off compensation of 110 euros and given a compensatory day off within six months.

## 17. Overtime work

- 17.1. Working hours exceeding 47,5 h during seven days shall be compensated by a 100 % increase in salary.
- 17.2. Working hours exceeding 170 h during a four-week period shall be compensated by a 100 % increase in salary unless the hours in question are compensated according to section 17.1.

# 18. Standby duty

Standby duty is part of the duties included in the employee's monthly salary. Standby duty is defined as a time when the employee must be available to the employer by telephone and, when called to work, must report to the workplace and be ready to start work 90 minutes after being called. Standby duty is generally informal or may take place at a place designated by the employer. 25 % of informal standby duty is counted as working hours. Standby duty at a fixed location is counted entirely as working hours.

If an employee is called out during on standby for such a work shift that would mean returning from the shift the next day, which would be the employee's day off, the employee can refuse to take on the shift.

Efforts shall be made to distribute standby shifts as evenly as possible among employees when planning the shifts.

## 19. Work schedule

- 19.1. The work schedule shall be communicated to the employees at least 14 days before the beginning of the four-week period referred to therein.
- 19.2. A separate compensation of 35 euros is paid of a work shift that is split into two separate periods (split duty).
- 19.3. In the case of such an amendment to the work schedule that reduces the rest period before or after a scheduled shift, the following principles apply:
  - If the work schedule is amended 36 hours or more before the start of the shift so that the start of the flying time is changed by at least two hours, the employee shall be informed of the change without delay.
  - If the work schedule is amended as described above 36 hours or less before the start of the shift, the change requires the employee's consent.

Days off in the work schedule can only be changed with the employee's consent.

## 20. Sunday allowance

Of work carried out on Sundays and on public holidays as well as on Christmas Eve, Mid-Summer Eve, New Year's Eve and May Day Eve, a 100 % increase in salary shall be paid. Sunday allowance is not paid during on-call duty.

## **ANNUAL HOLIDAY**

## 21. Annual holiday

Annual holiday, holiday pay and holiday compensation are determined by the Annual Holidays Act.

# 22. Holiday bonus

An employee is paid 50 % of their holiday pay (= cash pay) as holiday bonus. To receive the holiday bonus, the employee must start their annual leave on the date stated or agreed.

The holiday bonus is paid on the payment dates laid down in the company's policy, irrespective of the date of the annual leave. At the end of an employment relationship, the holiday bonus paid in advance is deducted from the employee's final salary if the annual leave has not been taken.

## 23. Absences due to illness

23.1. If an employee is prevented from working due to illness or accident, and the illness or accident was not caused intentionally, by criminal activity or other gross negligence, the employer pays them salary for the period of incapacity to work as follows:

Continuous duration of the employment	Period of sick pay
less than 1 year	5 weeks
1-5 years	6 weeks
more than 5 years	12 weeks

If an employee's incapacity for work due to the same illness starts again within 30 days of returning to work, the period of sick pay is calculated as if it had been a single period of illness.

- 23.2. The employee must present a statement of incapacity for work approved by the company. If the employer does not accept the medical certificate submitted by the employee, the employer shall have the right, at its expense, to have the employee examined by a designated doctor.
- 23.3. Sick pay is paid at the regular rate of pay: In addition to the monthly salary and the fixed allowances, the salary takes into account the average commissions and Sunday allowances paid on a half-yearly basis, so that the sick pay paid in January-June takes into account the average commissions and Sunday allowances paid in July-December, and the sick pay paid in July-December takes into account the average commissions and Sunday allowances paid in January-June.
  - If the employer pays the employee a salary for the period of incapacity for work, the employer is entitled to claim the daily allowance under the Sickness Insurance Act for the corresponding period. If the daily allowance is not paid for reasons attributable to the employee, the employer is entitled to deduct from the sick pay that part of the daily allowance which has not been paid, in whole or in part, because of the employee's conduct.
- 23.4. If an employee is scheduled an assignment for several days but is unable to work for only part of that time, the employee is obliged to take standby duty for the days cancelled or other work designated and notified by the employer as soon as possible.
- 23.5. Substitute work refers to a situation where an employee is prevented by illness or accident from carrying out his or her normal duties but is temporarily able to do other work offered by the employer without endangering their health or recovery. Substitute work can also be familiarizing others, instructing another person or training to maintain and develop the employee's professional skills necessary for their own work. Substitute work is agreed between the employer and the employee.

## 24. Family leaves

24.1. An employee is entitled to special pregnancy leave, pregnancy leave, parental leave and child-care leave as well as partial child-care leave in accordance with the provisions of Employment Contracts Act and the Sickness Insurance Act in force at the time.

24.2. The birthing parent is paid salary for 40 days of pregnancy leave and the immediately following 32 days of parental leave, provided that the employment relationship has lasted at least nine months before the birth of the child.

The non-birthing parent is paid salary for the first period of parental leave for maximum of 32 days of parental leave, provided that the employment relationship has lasted at least nine months before the birth of the child.

When an employee adopts a child under school age, and the situation is covered by Chapter 9, Section 5.3 of the Sickness Insurance Act, the employee is paid salary for 32 weekdays from the date of the implementation of the adoption, provided that the employment relationship has lasted at least nine months before the implementation of the adoption.

During a paid family leave salary is paid at the regular rate of pay: In addition to the monthly salary and the fixed allowances, the salary takes into account the average commissions and Sunday allowances paid on a half-yearly basis, so that the family leave salary paid in January-July takes into account the average commissions and Sunday allowances paid in June-December, and the family leave salary paid in July-December takes into account the average commissions and Sunday allowances paid in January-July.

If the employer pays the employee a family leave salary, the employer is entitled to claim the daily allowance under the Sickness Insurance Act for the corresponding period. If the daily allowance is not paid for reasons attributable to the employee, the employer is entitled to deduct from the family leave salary that part of the daily allowance which has not been paid, in whole or in part, because of the employee's conduct.

24.3. An employee informs the employer of her pregnancy as soon as it is established. Flying is allowed only up to the 16th week of pregnancy. Where possible, an employee who discontinues flying due to pregnancy shall be offered other work at a monthly salary until the start of the pregnancy or special pregnancy leave. Payment of the salary is subject to the condition that the employer has other work to offer the employee and that the employee accepts the work that is possibly offered.

# 25. Other temporary absence

- 25.1. An employee is entitled to be temporarily absent from work if their presence is necessary for an unforeseeable and compelling reason arising from illness or accident in an employee's family. The employer must be informed immediately of the absence and the reason for it. The absence shall be unpaid.
- 25.2. When an employee's child under the age of 10 suddenly becomes ill, the employee has the right to be absent from work temporarily, if the absence is necessary in order to arrange the childcare or to care for the child. Salary during absence is paid for 1-4 calendar days, provided that both parents or guardians are employed, due to which the other parent or guardian is unable to care for the child, and that the employee submits a statement of the grounds of the absence approved by the employer.
- 25.3. If they coincide with working days, the day of an employee's own wedding ceremony, employee's 50<sup>th</sup> and 60<sup>th</sup> birthday as well as the funeral day of next of kin shall be days off, due to which an employee's monthly salary shall not be deducted, provided that the employee's employment relationship has lasted for at least a year. Next of kin refers to an employee's spouse, children, parents or siblings.

- 25.4. An employee assigned to military refresher training is paid the difference between his monthly salary and the reserve salary paid by the State for the period of refresher training. Payment of the salary is subject to the employee providing a statement of the amount of the reserve salary.
- 25.5. The absences referred to above do not affect the accrual of annual leave.
- 25.6. Employees who are members of the negotiating committee of this collective agreement within Trade Union Pro, shall be given the opportunity to attend meetings at which matters relating to collective bargaining are discussed.

#### SHOP STEWARD AND OCCUPATIONAL SAFETY AND HEALTH REPRESENTATIVE

## 26. Shop steward and deputy shop steward

The purpose of the shop steward system is to maintain and develop the negotiating and cooperative relationship between the employer and the employees. Cabin crew members, who are members of Trade Union Pro and are employed by Sunclass Airlines may elect from among them one shop steward and one deputy shop steward. The employer shall be informed immediately in writing of the election of a shop steward and a deputy shop steward.

A separate allowance of 300 euros per month is paid to a shop steward for the performance of their duties. However, in the event of a shop steward being prevented from performing their duties for at least one full calendar month, the allowance shall be paid to the deputy shop steward, provided that the employer has been notified in writing of their appointment as a shop steward. To carry out their duties, a shop steward shall, where necessary, be granted temporary or regular periods of time off from work.

# 27. Occupational safety and health representative and vice representatives

Employees elect one health and safety representative and vice health and safety representatives in accordance with the provisions of the Act on Occupational Safety and Health Enforcement and Cooperation on Occupational Safety and Health at Workplaces (Act on Occupational Safety and Health Enforcement). The duties of the occupational safety and health representative and vice representatives are determined by the Act on Occupational Safety and Health Enforcement.

A separate allowance of 200 euros per month is paid to an occupational safety and health representative for the performance of their duties. However, in the event of an occupational safety and health representative being prevented from performing their duties for at least one full calendar month, the allowance shall be paid to the vice representative, provided that the employer has been notified in writing of their appointment as an occupational safety and health representative.

In accordance with the Act on Occupational Safety and Health Enforcement, an occupational safety and health representative shall be released from their regular work for a reasonable period of time they need to carry out the duties of an occupational safety and health representative, unless there is a sufficient reason that temporarily prevents the release. The arrangements relating to the occupational safety and health representative's time management shall be agreed at the beginning of the occupational safety and health representative's term.

## 28. Employment security

- 28.1. In the event that the company's workforce is dismissed or laid off for production-related or financial reasons or for reasons arising from reorganizing the employer's operations, a shop steward or an occupational safety and health representative shall not be dismissed or laid off unless the operations of the production unit are entirely discontinued with respect to the personnel group concerned. However, if it is jointly verified with the shop steward or the occupational safety and health representative, that no work corresponding to their profession or otherwise suitable work can be offered to them, this provision may be derogated from.
- 28.2. The employment security under section 28.1. also applies to a shop steward candidate for up to three months before the start of the term of the person to be elected, provided that the employer has been informed in writing of the candidate's nomination. Candidate protection shall end once the result of the election has been established.
- 28.3. The employment security under section 28.1. also applies to an employee who has served as a shop steward or as an occupational safety and health representative for six months after the end of their term in above mentioned positions.
- 28.4. The employment security under section 28.1. applies to a deputy shop steward and a vice health and safety representative during the period in which they act as a substitute for the actual shop steward or safety and health representative in accordance with a notice submitted to the employer.

## 29. Training

The shop steward and the occupational safety and health representative as well as their deputies shall be given an opportunity to attend the courses required by their duties and organized by Trade Union Pro, for a maximum of three days, unless this would be detrimental to the employer's activities or the organization of work. The employee must inform the employer of their intention to attend a course as early as possible, but at least six weeks before the course begins. If it is not possible to attend a course on the date notified by the employee, the employer and the employee shall state the next date on which the course is held, when there would be no obstacles to attend.

During the course, the employee's monthly salary is not deducted. The employer is obliged to pay the employee only once for the same course or for a course of similar content.

## OTHER PROVISIONS

## 30. Collection of membership fees

If authorized by the employee, the employer shall collect the membership fees of Trade Union Pro in connection with the salary payment. The employer shall pay the membership fees into a bank account provided by the union.

## 31. Group life assurance

The employer shall pay for a group life assurance for the employees, who are under the scope of this agreement.

## 32. Industrial peace

During the validity of this collective agreement, all industrial action associated with this collective agreement or any of its individual provisions are forbidden. In addition, the parties of the collective agreement refrain from taking industrial action relating to disputes over other collective agreements.

## 33. Dispute settlement

In matters concerning them, an employee must first consult his or her supervisor, either personally or with the assistance of a shop steward. In the event of a dispute concerning the interpretation or application of this agreement, which cannot be settled between the employee and the employer and on which local negotiations between the shop steward and the employer do not result in an agreement, the matter may be referred to the Labour Court.

Local negotiations shall begin without delay on the proposal of one of the parties and at latest within two weeks of the proposal to negotiate. Minutes of the negotiations are drawn up and inspected by both parties.

## 34. Local agreements

The provisions of this Agreement may be otherwise agreed locally within the limits of the labour legislation in force at the time. An agreement may be concluded with the employee concerned or the shop steward. An agreement with a shop steward shall be binding on the employees whom they represent.

The agreement is valid for a fixed term, until the end of the collective agreement period or indefinitely. The agreement must be in writing if one of the parties so requests. If the agreement is valid for more than one month, it must always be in writing.

The local agreement referred to herein is part of the collective agreement.

# 35. Validity of the agreement

This collective agreement is valid from 1<sup>st</sup> October 2024 until 30<sup>th</sup> September 2026 and thereafter for one year at a time, unless terminated in writing at least two months before the end of the contract period.

#### **Entry in the minutes:**

Employees' salaries will be adjusted for the second year of the contract period from 1.10.2025 in line with the average of the salary adjustments for Sunclass cabin crew in Sweden, Norway and Denmark. In determining the increases, the length of the contract periods agreed in different countries shall be taken into account. After receiving information on the agreed salary adjustments in other countries, but by 31 August 2025, the parties to the collective agreement shall determine the amount of the salary adjustment to be implemented in Finland. In a situation where only some of the above-mentioned countries have agreed salary adjustments by 31 July 2025, the average is calculated on the basis of the salary adjustments agreed.