



The collective agreement
concerning
members of
the Finnish Radio Symphony orchestra
1.12.2017 – 30.11.2019

SIGNATURE PROTOCOL	3
COLLECTIVE AGREEMENT	7
I GENERAL PROVISIONS	7
1 § Scope of the agreement	7
2 § General agreements	7
3 § Freedom of association	8
II EMPLOYMENT	8
4 § Conclusion of employment	8
5 § Termination of employment	9
6 § Work management and supervision	10
7 § Other provisions concerning an employment.....	10
III WORKING HOURS	10
8 § Regular working hours	10
9 § Definition of a work week or work day	10
10 § Rota	11
11 § Rest and leisure time	12
12 § Other provisions concerning days off.....	13
13 § Additional work.....	13
14 § Overtime work.....	13
15 § Night work.....	13
16 § Sunday work	14
17 § Saturday evening work	14
18 § Travelling	14
IV SALARY	15
19 § Salaries.....	15
20 § Payment of wages and working hours sheet	15
21 § Temporary posts.....	16
22 § Transition to less demanding work.....	17
V SOCIAL PROVISIONS	17
23 § Annual leave	17
24 § Holiday bonus	18
25 § Workwear and musical instruments	19
VI MISCELLANEOUS PROVISIONS.....	19
26 § Other holiday	19
27 § Work completed abroad.....	19
28 § Withholding of trade union membership subscriptions.....	20

29 §	Shop steward	20
VII	PROVISIONS ON CONTRACT VALIDITY	22
30 §	Local agreements	22
31 §	Survival clause.....	22
32 §	Peace obligation	23
33 §	Settlement of disputes	23
34 §	Agreement's term of validity.....	23
I	GENERAL PROVISIONS	25
1 §	Scope of application.....	25
2 §	Applicable pay technical concepts	25
II	SALARY FOR REGULAR WORK.....	26
3 §	Salary and task grouping	26
4 §	Salary and task grouping	27
5 §	Obligations, rare special instrument and exceptionally demanding tasks included in the monthly salary	29
6 §	Performing in a soloist ensemble.....	30
7 §	Personal salary	30
III	CHANGING BONUSES AND ALLOWANCES.....	31
8 §	Additional work bonuses	31
9 §	Overtime bonuses.....	31
10 §	Night work bonus	31
11 §	Sunday work bonus	31
12 §	Compensation of work completed on a holiday	32
13 §	Compensation for work that reduces night rest time.....	32
14 §	Compensation of travel time and expenses	32
15 §	Calculation of annual leave pay	33
16 §	Holiday bonus	33
17 §	Maternity, paternity, parental and adoption leave	33
18 §	Sick leave	33
IV	PROVISIONS ON CONTRACT VALIDITY	35
19 §	Peace obligation	35
20 §	Settlement of disputes	35
21 §	Agreement's term of validity.....	35
22 §	36
ANNEX 1	SCHEME FOR EMPLOYMENT AND CHANGE SECURITY	37

**SERVICE SECTOR EMPLOYERS PALTA
THE FINNISH MUSICIANS' UNION**

SIGNATURE PROTOCOL

**REFORM OF THE COLLECTIVE AGREEMENT CONCERNING MEMBERS OF
THE FINNISH RADIO SYMPHONY ORCHESTRA**

Date 01/03/2018

Place Service Sector Employers PALTA

Present **Service Sector Employers PALTA** **Finnish Musicians' Union**

Anu Sajavaara
Idamaria Utunen
Pia-Maria Pesonen
Sami Toiviainen
Tuula Sarotie
Sanna Moilanen

Miika Tarhio
Teemu Kauppinen

A signature protocol concerning the new collective agreement has been reached between the contractual parties, and the content is as follows:

1 Agreement term and the validity of the agreement

The collective agreement shall enter in to force on 1st December 2017 and shall be valid until 30th November 2019. After 30th November 2019, the agreement shall continue one year at a time, unless it is terminated by either party in writing no later than one month prior to the end of the agreement term.

2 Salary increases

2.1 Salary increases during the first two agreement years

2.1.1 Year 2018

Salaries are increased on 01/02/2018 or rather from the beginning of the following pay period with a general increase of 1.2 percent.

The implementation method of the salary method is aimed to be agreed on locally. Unless otherwise agreed, 0.8 % of the increase shall be targeted as a general increase and 0.4% as a company-specific item, and the employer shall decide upon its targeting.

The amount of the company-specific item shall be calculated from December 2017's base monthly salaries of monthly salaried employees within the scope of this collective agreement.

The salary-table salaries of the wage agreement shall be increased on 1st February 2018 by 0.8 percent.

The shop steward compensation shall be increased on 1st February 2018 by 0.8 percent.

Year 2019

Salaries are increased on 01/01/2019 or rather from the beginning of the following pay period with a general increase of 2.0 percent.

The implementation method of the salary method is aimed to be agreed on locally. Unless otherwise agreed, 1.5 % of the increase shall be targeted as a general increase and 0.5 % as a company-specific item, and the employer shall decide on its targeting.

The amount of the company-specific item shall be calculated from November 2018's base monthly salaries of monthly salaried employees within the scope of this collective agreement.

The salary-table salaries of the wage agreement shall be increased on 1st January 2019 by 1.5 percent.

The shop steward compensation shall be increased on 1st January 2019 by 1.5 percent.

Implementation method of the item decided by the employer in 2018 and 2019

The purpose of the item decided by the employer is to support the incentive and fairness of salaries, as well as to adjust any salary inaccuracies. Employees' expertise and work performance drive the targeting of increases. The use and distribution criteria of the item are informed to the staff, and the determining criteria and amount of the item are clarified to the shop steward before the introduction of the item.

After the distribution, the Finnish Radio Symphony Orchestra shall confirm to the shop steward within a reasonable period of time, how the item has been used as well as the criteria for targeting salary increases.

3 Changes to the text

3.1 Transition to less demanding work

Section 22 of the collective agreement shall be amended as follows:

When the employee reaches the age of 50 and has been working for the company in the tasks in question, or other demanding tasks, for at least fifteen years, he/she has the right to move to less demanding tasks while maintaining his/her salary, if there is such a vacancy.

3.2 Holiday bonus

Section 24 of the collective agreement shall be amended as follows:

Holiday bonus shall be calculated in accordance with the wage agreement and the provisions of Section 23 of the Collective Agreement concerning annual leaves, however it is not for paid home training.

Holiday bonus shall be paid as one lump sum in connection with the payment of June's wages.

An employee who is retiring due to age or work incapacity shall be paid holiday bonus from both their annual leave salary and their holiday compensation. In other situations, holiday bonus is not paid from holiday compensation.

3.3 Double bass

Section 5 of the wage agreement concerning double bass shall be amended as follows:

5-string double bass or 4 string double bass with a C extension

3.4 Previous text amendments

A text amendment concerning the duration of the probationary period implemented in Section 4 and agreed on 22nd June 2017 during the agreement term shall be added to the collective agreement.

4 Miscellaneous provisions

The staff's right to occupational well-being services shall be subject to the provisions of the currently valid Collective Agreement for broadcasting staff at Yleisradio.

Annex 1 shall be removed.

The contractual parties consider the necessity and the need for updating of Annex 2 the scheme for employment and change security.

Helsinki, March 1, 2018

SERVICE SECTOR EMPLOYERS PALTA

Tuomas Aarto

Anu Sajavaara

THE FINNISH MUSICIANS' UNION

Ahti Vänttinen

Miika Tarhio

Service Sector Employers PALTA
The Finnish Musicians' Union

Concerning members of the Finnish Radio Symphony Orchestra

COLLECTIVE AGREEMENT

01/12/2017 - 30/11/2019

I GENERAL PROVISIONS

1 § Scope of the agreement

This agreement shall define the employment terms, excluding wage terms, of the Finnish Radio Symphony Orchestra's permanent members, who are employed by Yleisradio Oy.

Yleisradio Oy is hereinafter referred to as company and the orchestra members are hereinafter referred to as employees.

This agreement shall not apply to employees who have been hired for a fixed term or for specific work for a period of less than 1 month. This agreement may also be applied, for a justifiable reason together with the shop steward's consent, to an employment of at least two weeks in accordance with what has been agreed between the employer and musician.

2 § General agreements

The following general agreements concluded between TT and SAK shall be observed as part of this collective agreement:

General agreement 4/6/1997 (amended 10/5/2001)

Holiday pay agreement 21/3/2005

Agreement concerning protection against dismissal 10/5/2001

Protocol entry:

If any new general agreements are concluded between TT and SAK during the agreement term, they shall be observed within the scope of this collective agreement, unless otherwise indicated by the scope of application or validity provisions of the new general agreements.

3 § Freedom of association

The freedom of association is inviolable on both sides.

If a person deems to have been dismissed due to belonging to an association, he/she shall request for the case to be investigated via the association, before taking further action.

II EMPLOYMENT

4 § Conclusion of employment

A person applying to be a permanent member of the orchestra shall carry out an audition.

Alongside persons appointed by the company, the instrument's principal, sub-principal, other principals of the instrument group (string instruments, woodwind instruments, brass instruments), the concertmaster, the representative of the orchestra's committee and the representative of the Finnish Musicians' Union are invited to the expert board.

When electing an employee, an employee who is already a permanent member of the orchestra shall be given priority, if he/she meets the requirements set for the work in terms of expertise and suitability and is equal with other applicants.

Notices concerning the orchestra's vacancies shall be published in good time before the audition day in at least the Muusikko magazine and Yle's intranet. The notice shall indicate the audition tasks as well as the duration of employment, if it is a case of a fixed term employment.

The duration of the employment relationship shall be indicated in the employment contract of an employee in fixed-term employment.

A probation period of up to six months may be agreed in an employment contract, during which time the contract can be terminated by either party without notice. If the employee has been incapable or working or has been on a parental leave during the probationary period, the employer has the right to extend the probationary period by one month per 30th calendar day of each period of incapacity to work or parental leave. In a fixed term employment, the probationary period including any extensions may not last longer than half of the duration indicated in the employment contract, however no longer than six months.

The employment contract must be in writing.

5 § Termination of employment

Notice of termination must always be given in writing.

If the employment has continued consecutively, the company must observe the following periods of notice when terminating an employment contract:

1. 14 days' period notice, if the employment has continued for up to one year;
2. one-month period of notice, if the employment has continued for more than one year but not more than four years,
3. two months' period of notice, if the employment has continued for more than four but no more than eight years,
4. four months' period of notice, if the employment has continued for more than eight but no more than 12 years,
5. six-month period of notice, if the employment has continued for more than 12 years.

In turn, the employee must comply with the following when terminating the contract:

1. 14 days' notice, if the employment has continued for up to five years;
2. one-month notice period, if the employment has continued for more than five years.

Regardless of the above-mentioned period of notice, the employee is released from work after a shorter period of notice, if this is separately agreed upon between the employee and the company.

6 § Work management and supervision

The company has the right to manage, allocate and supervise work, as well as hire an employee and use its opportunity to end the employment.

7 § Other provisions concerning an employment

If the company has granted an employee better benefits than required by this collective agreement, these benefits shall not be reduced on the basis of this agreement.

III WORKING HOURS

8 § Regular working hours

The employee's regular working hours are 30 hours per week and six hours a day.

Two paragraphs have been added to Section 8, which shall enter in to force on 1st January 2017, as follows:

From 1st January 2017, the annual working hours shall be extended by an average of 24 hours without changing the annual level of earnings. The extension of working hours is carried out in the most efficient manner in terms of the planning and implementation of the Radio Symphony Orchestra's operations and programmes, by utilising e.g. the flexible working hours referred to in Section 11 Subsection 3, Section 12 and Section 16.

The annual working hours shall be extended by 24 hours as set out by the employer. The extension of working hours can be implemented as full working days, hours, or a combination of them by appointing 12 hours for the spring season and 12 hours for the autumn season. The orchestra's committee and shop steward shall be consulted about the appointment of working hours.

9 § Definition of a work week or work day

A work week changes over to the next work week on a Monday, and a work day changes over to the next at the beginning of the working hours.

10 § Rota

If required, due to important reasons, changes may be made to the notified rota, which must be notified at least two weeks in advance of each calendar week. If after this, there occurs the need to make changes to the rota, the changes must be negotiated with the committee of the orchestra as early as possible.

The rota must be drawn up in such a way that the work is carried out daily in up to two shifts. The dress rehearsal held on the concert day is considered equivalent to 4.5 hours of rehearsing.

1. Duration of rehearsals

The orchestra's continuous rehearsal may last four days a week up to four and a half (4.5) hours and on other days of the week up to four (4) hours.

During a rehearsal that lasts four to four and a half (4 - 4.5) hours, there must be one twenty and one fifteen-minute intermission. During a three-hour rehearsal, a twenty-minute intermission must be held, and during a two-hour rehearsal a fifteen-minute intermission. Intermissions are included in working hours. One thirty-minute intermission must be held during a rehearsal that lasts for three and a half hours.

If the working day is divided into two periods, there must be at least half an hour between the periods, otherwise the time remaining between them is included in working time. The time between rehearsals and a public concert, in the metropolitan area, shall be at least five (5) hours and in other places, at least four (4) hours, unless otherwise agreed with the orchestra's committee.

The first intermission shall be no later than one and a half hours from the beginning of rehearsals or recordings, unless otherwise agreed.

2. Seating and microphone rehearsals

In deviation to the above, seating and microphone rehearsals may last for no longer than forty-five (45) minutes. Such rehearsals shall mainly begin an hour and a half (1½) before the start of the concert. In exceptional cases, deviations are allowed by agreeing on the matter with the orchestra's committee.

The time between the seating and microphone rehearsals shall be considered as working time.

11 § Rest and leisure time

1. Night rest period

Work shifts beginning on two different calendar days must have a night rest period of at least 10 hours between them. Deviations to this provision are only allowed at the consent of the employee.

2. Weekly rest

During a week, an employee shall be provided a consecutive weekly rest of at least 30 hours, which is granted on a Sunday, unless reasons directly concerning the broadcasting activities require otherwise. This time shall include another full calendar day.

3. Second day off of the week

The second day off of the week is granted on the day before or after the weekly rest day during the same calendar week, which must be a continuous 24-hour period of free time. The continuous weekly rest period is 54 hours.

If the second day off of the week is moved, it is granted no later than during the following calendar month, unless otherwise agreed. The rearrangements of the second day off of the week must not however cause a consecutive work period to extend to more than 12 work days.

A paragraph has been added to Section 3, which shall enter in to force on 1st January 2017, as follows:

If the 24-hour extension of working hours in accordance with the competitiveness agreement is implemented on a Saturday, the second day off of the week does not need to be granted in this context. This procedure can be applied up to two times during the spring season and two times during the autumn season.

4. Use of rest periods

The employer or the employer's representative may not set limitations in regard to the use of rest periods.

12 § Other provisions concerning days off

Holidays are: holy days, May Day, Independence Day, Midsummer's Eve, Midsummer's Day, Christmas Eve and Holy Saturday.

Another paragraph has been added to Section 12, which shall enter in to force on 1st January 2017, as follows:

Epiphany, Ascension Day and Independence Day may be work days, for which equivalent leaves are granted.

If reasons directly related to the broadcasting activities do not require otherwise, the Saturdays after Christmas Eve and Holy Saturday, and the Saturdays during the weeks of New Year's Day, Epiphany, May Day and Independence Day are also holidays.

The following paragraph of Section 12 has been removed from 1st January 2017 onwards:

The regular working hours of the Ascension Day week is 24 hours.

13 § Additional work

Additional work is work which exceeds the regular working hours set out in this agreement but does not exceed the number of hours that are subject to overtime work compensation in accordance with legislation and this agreement. If necessary, an employee is obliged to carry out additional work, however not on his/her day off.

A sentence has been added to Section 13, which shall enter in to force on 1st January 2017, as follows:

If the 24-hour work period extension is to be carried out over a period of up to four work days, this shall not be considered as additional work in this context.

14 § Overtime work

Overtime work is work that exceeds 8 hours per day and exceeds 40 hours per week.

15 § Night work

Night work is work that is carried out between 10.00 pm and 06.00 am,

16 § Sunday work

Sunday work refers to work that is carried out on Sundays, holy days, Independence Day, May Day, Holy Saturday, Midsummer's and Christmas Eve as well as Midsummer's Day, and work that has been carried out after 06.00 pm on New Year's Eve and May Day Eve.

Another paragraph has been added to Section 16, which shall enter in to force on 1st January 2017, as follows:

Sunday work can be agreed differently by local agreement with the shop steward.

17 § Saturday evening work

Work carried out on a Saturday between 06.00 pm and 10.00 pm shall be compensated as double time off.

Protocol entry

Negotiations shall be carried out on the re-introduction of monetary compensation for Saturday evenings, if Saturday evening becomes RSO's regular concert evening.

18 § Travelling

Travel time is not counted as working time, unless it can be regarded as a work performance.

A work performance, i.e. travelling to be considered as working time, shall be considered to be:

1. transportation from a start location specified by the employer to the performance location and returning from there to the start location
2. when the employee must drive a vehicle and equipment required for work as well as other employees
3. when the employee must participate in transportation referred to in sections 1 or 2.

Hours spent travelling shall be considered as completed working time, when calculating the fulfilment of regular working hours, unless the regular working hours are otherwise met. These hours that are spent travelling are not, however, considered as actual working hours in working hour statistics.

Travel must be completed in an appropriate manner in such a way that travel does not cause unreasonable costs.

Protocol entry 1:

Without the employee's consent, the employee cannot be obliged to travel during a day that has been marked on the rota as his/her day off.

Protocol entry 2:

A work shift must be marked on the rota for the travel day, if the travel is known at the time of preparing the shift list.

Protocol entry 3:

Normal travel from the employee's domicile to the workplace and returning from there is not considered to be working time. This also applies to equivalent trips from the place of accommodation to the workplace and back in a different municipality.

Note: the parties state that the changes in Section 18 of the collective agreement do not cause the need to change the applicable procedure in the orchestra.

IV SALARY

19 § Salaries

The employees' salaries shall be agreed in a separate agreement.

20 § Payment of wages and working hours sheet

Salary will be paid on a regular basis on pre-announced fixed paydays.

If the payday is not a business day of financial institutions, the salary must be available to the employee on the last business day prior to such payday.

Salary should be available to be withdrawn by the employee at a financial institution determined by him/her.

The bonuses and compensations to be paid in addition to the base monthly salary shall be paid on the basis of a working hours sheet that is presented to the company at an accuracy of 15 minutes. The procedures to be observed in the payment of bonuses and compensations shall ensure that the employee is aware of the payment criteria. Any review or amendment markings that affect the salary must not be made without informing the employee and without discussing the reasons for the change or correction. Bonuses and compensations shall be paid without undue delay.

21 § Temporary posts

If it is agreed with the employee, or he/she is appointed on the basis of his/her employment contract, to temporarily manage a task that belongs to a lower or the same task-specific wage level as his/her own duties, the employee shall be paid his/her own base monthly salary for this temporary post period. Respectively, the base monthly salary shall be paid in an unchanged manner, when the employee is appointed to manage a duty that is included in a higher task-specific wage level for up to seven days, or in case of a temporary post as substitute during an annual leave, for a continuous period of no more than six weeks.

If it is agreed with the employee, or he/she is appointed to manage a duty that belongs to a higher task-specific wage level than his/her own duties, for a period longer than that specified above, the employee shall be paid a base monthly salary that is at least the amount of the task-specific wage of the said duty for the entire duration of the post, where he/she is acting as substitute. Regardless, a person operating in a temporary post shall, in this case, be paid his/her own base monthly salary with an increase of at least 4 %. This increase shall not however be considered when calculating the salary, if the same person is appointed to permanently manage the temporary post.

The earnings of the employee's regular working hours shall not decrease during the temporary post period. When calculating the earnings of regular working hours, the same wage factors shall be considered as when calculating the annual leave pay. The increased base monthly salary referred to above in Subsection 2 meets the earnings level requirement of regular working hours.

A written notice of the relevant temporary post shall be provided to the relevant temporary post employee. The notice shall indicate the start and end dates of the transfer as well as the base monthly wage to be paid for the duration of the temporary post, and the collective agreement according to which any performance-based bonuses are determined during the period of managing the temporary post.

22 § Transition to less demanding work

When the employee reaches the age of 50 and has been working for the company in the tasks in question, or other demanding tasks, for at least fifteen years, he/she has the right to move to less demanding tasks while maintaining his/her salary, if there is such a vacancy.

V SOCIAL PROVISIONS

23 § Annual leave

The orchestra members' continuous two-month summer vacation break consists of annual leave and two weeks of salaried home practicing, and it is offered to the entire orchestra at the same time, from the first of June to the last day of August, provided that the employee's employment has begun on the first working day of January or earlier.

For the purposes of paragraphs 1-3 a member of the orchestra shall be considered to earn four days of annual leave per each holiday credit month referred to in the Annual Holidays Act.

The allocation of annual leave can be agreed otherwise locally.

Notwithstanding the foregoing, the following provisions 1 - 4 shall apply to employees in specific cases, if the employee is:

1. Works at another workplace on unpaid leave

The member of orchestra, who is on unpaid leave from RSO while primarily working full time at another workplace, does not earn annual leave for the period of unpaid leave. In this case, the unpaid leave shortens the normal period of paid annual leave. However, the last two weeks of the summer holiday break are always paid home training.

2. On unpaid leave due to studies or other similar reason

The member of orchestra, who is on unpaid leave from RSO for the purpose of studying, a soloist or chamber music performance, or other similar purpose, does not earn annual leave for the period of unpaid leave, unless the provisions of the Annual Holidays Act provide otherwise. In this case, the unpaid leave shortens the normal period of paid annual leave, but the difference is paid leave without the obligation to work. However, the last two weeks of the summer holiday break are always paid home training.

3. Employees whose employment has begun after the first working day of January

A member of the orchestra whose employment begins after the first working day of January before the annual leave, shall earn four working days of annual leave for each holiday credit month referred to in the Annual Holidays Act, and the portion of the normal annual leave of the orchestra, which is not covered, shall be 50 % unpaid and 50 % paid leave without the obligation to work. However, the last two weeks of the summer holiday break are always paid home training.

4. Fixed term employment

A member of the orchestra, who is in a fixed term employment, shall earn four (4) holiday days per full holiday credit month referred to in the Annual Holidays Act from the start of the employment and despite the duration, however no more than the number of days granted to an orchestra member who is employed permanently.

If the fixed term employment is due to continue after the summer holiday, the employer and employee can agree that the holiday days to be accumulated during the past holiday credit year, or part thereof, shall be held in advance during the summer holiday leave. When the employment ends, the holiday compensation shall be paid for such holiday days, specified by the Annual Holidays Act, which have not yet been held. However, the last two weeks of the summer holiday break are always paid home training.

24 § Holiday bonus

Holiday bonus shall be calculated in accordance with the wage agreement and the provisions of Section 23 of the Collective Agreement concerning annual leaves, however it is not for paid home training.

Holiday bonus shall be paid as one lump sum in connection with the payment of June's wages.

An employee who is retiring due to age or work incapacity shall be paid holiday bonus from both their annual leave salary and their holiday compensation. In other situations, holiday bonus is not paid from holiday compensation.

25 § Workwear and musical instruments

The employer shall take special care of the instruments and other property that have been provided to him/her.

The insurance premiums of the instruments that are owned by someone other than the company are paid half by the company and half by the employee. The employee's share is withheld annually from his/her salary. The company organises such instrument insurance policies which are also valid for foreign concert trips.

VI MISCELLANEOUS PROVISIONS

26 § Other holiday

Employees may be provided paid study leave for special reasons, either for the participation of studying included in the company's own training activities or studying related to the employee's work duties that takes place outside the company. Paid study leave is applied for in writing.

The employee can be granted unpaid leave, when there are specific reasons for this and when it is considered appropriate from the company's perspective.

A short temporary leave that has been granted due to sudden illness in the family, the death of a close relative or a position of responsibility in the society, shall not be deducted from the employee's salary or annual leave.

During such leave, the employment terms are so-called resting.

27 § Work completed abroad

Where applicable, this collective agreement shall also apply to work completed abroad, in such a way that if it has been agreed in advance, monetary compensation for overtime work can also be replaced with free time at the relevant country. Such free time shall be equivalent to the duration of the overtime work, and such time shall be included in the travel period.

If the said free time is spent in Finland, it shall be double the length of time in comparison to the overtime working hours.

Any work and compensation to be paid for trips abroad shall be agreed before the trip in accordance with the applicable parts of the collective agreement and wage agreement. In accordance with the above, the observed shift list shall also be aimed to be agreed in a flexible and fair manner, because working hours cannot be observed as strictly abroad as they can be in the working conditions of the orchestra's domicile.

28 § Withholding of trade union membership subscriptions

The company shall withhold, if the employee has authorised it, the trade union's membership subscriptions from the employee's monthly salary, and these funds shall be paid in to the bank account notified by the trade union. At the end of the year, or after termination of the employment, the employee is issued a certificate of the withheld amount for tax purposes.

29 § Shop steward

1. The shop steward refers to a shop steward appointed by the orchestra and notified to the employer.
2. The shop steward must be selected from the permanent members of the orchestra, who shall be reserved the opportunity to participate in the election of a shop steward. Helsingin Muusikot Ry has the right to act, if necessary, as the electoral organiser. The election of a shop steward can be carried out at the workplace, but it must be agreed upon in advance with the employer.
3. The elected shop steward shall be informed to the employer in writing and the notice shall also include details about the deputy shop steward, as well as when the deputy shop steward is entitled to manage the shop steward's duties.
4. The main duty of the shop steward is to monitor, as the representative of the employees subject to this collective agreement, the compliance of this collective agreement, and in respect of the employees, lead such negotiations and in the order in which they have been agreed upon Section 33 of this Collective Agreement.
5. The shop steward shall also represent employees in matters concerning the application of labour legislation.
6. If any unclear point or disagreement arises concerning an employees' salary or other employment-related matters, the shop steward shall be given all information that has a bearing adjudicating on the case at issue.

7. The shop steward has the right to receive information at agreed regular intervals on the earnings, compilation and development of such orchestra members who have provided the company written authorisation.
8. An employee, who operates as a shop steward, may not be transferred to less-paid work than he/she was assigned to at the time of being elected as a shop steward, due to managing this task, and he/she may not be dismissed due to the task of being a shop steward.
9. The management of shop steward duties may not cause reduction in his/her earnings.
10. A shop steward may not be dismissed, unless it is jointly stated that that shop steward cannot be provided work according to his/her occupation or other suitable work.

The shop steward's employment relationship must not be terminated due to illness or under Chapter 8, Section 1 on the grounds that the shop steward has violated the rules of order set out in the Employment Contracts Act, Chapter 3, Section 1 or concerning working hours.

11. An employee working as the shop steward shall be given notice, if possible, no later than 3 months before the end of employment. The reason for the termination must be entered in the notice of redundancy or dismissal given to the shop steward.
12. The trade department that has elected the shop steward shall be informed about the notice provided to the shop steward. The previously mentioned notice provisions do not, however, apply to cases where the employer is legally entitled to cancel the employment contract without a period of notice.
13. The shop steward is granted leave if necessary for handling his/her duties.

Permission shall be provided without delay for handling urgent matters.

14. If the shop steward carries out tasks agreed with the employer outside his/her regular working hours, additional work compensation shall be paid for the time thus lost or an alternative additional compensation shall be locally agreed.

15. The contractual parties agree that the shop steward shall be granted, if it is jointly found to be necessary, an opportunity to participate in such training, which is useful to increase his/her expertise and competency for handling shop steward duties, in which case Yleisradio Oy shall pay salary to the shop steward participating in the training for the duration of the training.
16. Where possible, the shop steward shall be reserved permanent and appropriate premises by Yleisradio Oy, where documents and office supplies necessary for handling shop steward duties can be stored.
17. In terms of the articles of association, the provisions of Section 33 of this collective agreement shall be observed.
18. In terms of the shop steward bonus, the company's practice is observed.

VII PROVISIONS ON CONTRACT VALIDITY

30 § Local agreements

The contractual parties find it to be important to promote the opportunities of local agreements. Local agreements require open- and trust-based dialogue between the employer and staff. The contractual parties emphasise the importance of finding such joint operating models, which shall promote both the Radio Symphony Orchestra's and its employees' interests in a fair manner.

Cooperation and local agreements shall develop the Radio Symphony Orchestra's operations and strengthen efficiency and the appropriate use of resources.

31 § Survival clause

If any significant changes are made to the scope, nature or implementation method of Yleisradio's public service duties, or to the level or form of funding received by Yleisradio from public funds, or if the overall financial state of the Radio Symphony Orchestra weakens significantly, the applicability of the collective agreement provisions shall be locally assessed in the changed conditions. On the basis of changed conditions, a local agreement can be concluded with the shop steward about deviations to the collective agreement's provisions, in order to secure the operating requirements of Yleisradio and Yleisradio's Radio

Symphony Orchestra, and jobs where possible. The agreement is concluded for a fixed-term and for no longer than one year.

If the local parties deem that the change to conditions require changes to be made to the collective agreement's provisions, the necessary changes shall be agreed between the contractual parties to secure the operating requirements and jobs of Yleisradio or the Radio Symphony Orchestra.

32 § Peace obligation

All industrial action directed against this collective agreement as a whole or in respect of any individual regulation thereof shall be prohibited.

The signatory unions are obliged to ensure that their members do not initiate industrial action or otherwise violate the provisions of the collective agreement.

33 § Settlement of disputes

Any disputes concerning the interpretation or violation of this agreement shall primarily be negotiated between the relevant supervisor and the employee or shop steward, and if the matter cannot be settled, between the shop steward and the company. If unanimity cannot be reached, and if either party wishes for the matter to be settled between the unions, a memorandum shall be prepared on which basis processing shall take place at a union level. Each of the unions can take the case to be settled by the Labour Court, if necessary.

34 § Agreement's term of validity

This agreement and its attachments are valid from 1st December 2017 to 30th November 2019, and thereafter a year at a time, unless no later than a month before it is due to end, either party has not terminated it in writing.

This Agreement has been drawn up in two identical copies, one for each contractual party.

In Helsinki 01 March 2018

Service Sector Employers PALTA

Tuomas Aarto

Anu Sajavaara

The Finnish Musicians' Union

Ahti Vänttinen

Miika Tarhio

Service Sector Employers PALTA
The Finnish Musicians' Union

Concerning members of the Finnish Radio Symphony Orchestra

PAY AGREEMENT

I GENERAL PROVISIONS

1 § Scope of application

This agreement shall define the wage terms of the Finnish Radio Symphony Orchestra members who are employed by Yleisradio Oy.

This pay agreement shall be observed as part of the collective agreement concluded between the signatory parties in such a way that it shall not apply to employees who have been employed for a fixed term or for work that has been defined to last less than 1 month. This agreement may also be applied, for a justifiable reason together with the shop steward's consent, to a employment of at least two weeks in accordance with what has been agreed between the employer and musician.

2 § Applicable pay technical concepts

Task-specific pay

Task-specific pay is the minimum wage to be paid for tasks of a level of demand determined in this pay agreement. Usually, it is the salary and function group's lowest wage. It can also be a salary and function group's wage supplemented with a work-specific bonus on the basis of special requirements and/or responsibility set by a task or work duty.

Personal salary

Personal salary is a task-specific salary determined on the basis of competency that exceeds the required level for the person's duties.

Basic monthly salary

The basic monthly salary is the personal salary paid for the work the person has carried out during regular working hours.

Basic hourly rate

The basic hourly rate is a personal wage paid to the person for one hour of work, which is calculated by dividing the basic monthly salary by 130.

II SALARY FOR REGULAR WORK

3 § Salary and task grouping

The persons' tasks and wages shall be grouped on the basis of the requirements, responsibilities and work performances set out by the position/task/work in accordance with this agreement.

If, during the validity of this agreement, the person is transferred to another task or if the responsibility required by the position and the requirements set by it, have significantly changed, his/her wage and task group shall be redetermined.

The person shall be paid at least the minimum wage required by his/her salary and task group.

If a person cannot unanimously be appointed to a certain group in accordance with salary and task group definitions, the matter shall be settled by the unions.

4 § Salary and task grouping

RADIO SYMPHONY ORCHESTRA SALARY TABLE from 1st February 2018		
INITIAL WAGE	5 %	
(task-specific)	(experience bonus for 5 years of orchestra work)	
1st WAGE CLASS		
4646.69 €	4879.02 €	
		1st concertmasters
2nd WAGE CLASS		
3863.76 €	4056.95 €	
		2nd concertmasters
		1st solo cellist
		1st solo winds and brass player
3rd WAGE CLASS		
3670.41€	3853.93 €	
		3rd concertmaster
		2nd cellist
		2nd violin, viola, double bass principals, timpani, percussion, keyboard, harp principals
		2nd solo winds and brass players
4th WAGE CLASS		
euro amount		
		other principals
5th WAGE CLASS		
3386.80 €	3556.14 €	
		3rd solo cellists
		sub principals
		special wind instrument soloists
6th WAGE CLASS		
3209.57 €	3370.05 €	
		1 violin section player
		winds and brass section players
7th WAGE CLASS		
3103.21 €	3258.37 €	
		other string section players

In addition to this, there are people working in the orchestra, whose salary has been separately agreed in euros in accordance with Section 22 of the collective agreement by 1st August 2010.

RADIO SYMPHONY ORCHESTRA SALARY TABLE from 1st January 2019		
INITIAL WAGE	5 %	
(task-specific)	(experience bonus for 5 years of orchestra work)	
1st WAGE CLASS		
4716.39 €	4952.21 €	
		1st concertmasters
2nd WAGE CLASS		
3921.72 €	4117.81 €	
		2nd concertmasters
		1st solocellist
		1st solo winds and brass players
3rd WAGE CLASS		
3725.47 €	3911.74 €	
		3rd concertmaster
		2nd solo cellist
		2nd violin, viola, doublebass principal
		timpani, percussion, keyboard, harp principals
		2nd solo winds and brass players
4th WAGE CLASS		
euro amount		
		other principals
5th WAGE CLASS		
3437.60 €	3609.48 €	
		3rd solo cellists
		sub principals
		special wind instrument soloists
6th WAGE CLASS		
3257.71 €	3420.60 €	
		1 violin section players
		winds and brass section players
7th WAGE CLASS		
3149.76 €	3307.25 €	
		other string section players

In addition to this, there are people working in the orchestra, whose salary has been separately agreed in euros in accordance with Section 22 of the collective agreement by 1st August 2010.

5 § Obligations, rare special instrument and exceptionally demanding tasks included in the monthly salary

The monthly salary of the members of the Radio Symphony Orchestra includes the obligation to play the following instruments needed for the orchestra's programmes, in addition to the violin, vertical viola and cello:

FLUTE

flute, piccolo, alto flute

OBOE

oboe, oboe d'amore, English horn

CLARINET

differently tuned basic instruments (a, b, c, d), as well as e-flat, bass and alto clarinet

BASSOON

bassoon, contrabassoon

FRENCH HORN

differently tuned basic instruments (incl. so-called descant horn) and the Wagner tuba

TRUMPET

trumpet (B, C, and piccolo trumpet*), German trumpets, cornets (B, C) (*Piccolo trumpet: see also section Rare special instruments) As a side instrument compensation, 30,- eur per musical performance is paid to the RSO's trumpet section's current members for the use of D and E-flat trumpets. The use of the musical instruments must comply with the approach to date. The compensation shall be increased by TES's general wage increase.

TROMBONE

tenor trombone, alto trombone, bass trombone (also so-called "small bores")

TUBA

differently tuned tubas

TIMPANI AND PERCUSSION MUSICAL INSTRUMENTS

timpani and various percussion musical instruments

KEYBOARD INSTRUMENTS

different keyboard instruments: piano, celesta, etc.

DOUBLE BASS

5-string double bass or 4 string double bass with a C extension

"Instruments" within the basic salary are also equipment that produce different effects, Okarina, various whistles, fog guns, whisper, speech, short song, etc.

RARE SPECIAL MUSICAL INSTRUMENTS

A separate compensation, which is equal to 50% of the remuneration which would be payable to an assistant carrying out the task, shall be paid for, e.g. playing the following instruments: basset horn, euphonium, contrabass trombone, bass trumpet, contrabass clarinet, bass flute, heckelphone, flugelhorn, the so-called. natural trumpet and the so-called. natural horn as well as the *piccolo trumpet, if it is included in the score book. The list can be supplemented later with corresponding special instruments, and the agreement can be applied to the corresponding instruments even if they are not mentioned in this Agreement.

EXCEPTIONALLY DEMANDING TASKS

If the program includes an exceptionally demanding orchestra task to be performed with a special instrument (e.g., piccolo trumpet: J.S. Bach: oratorios or masses), the compensation to be paid for these shall be negotiated in advance with the manager in accordance with the requirement level. If necessary, the manager shall consult the conductor.

6 § Performing in a soloist ensemble

Performing in a soloist ensemble is included in the musician's monthly basic salary. A soloist ensemble refers to an act or part of an act that is included in the orchestra concert's programme, which consists of under 14 musicians, and which level of demand or scope is not covered by the scope of actual chamber music. The determination of disputes shall be agreed case-specifically with the orchestra committee

7 § Personal salary

Expertise beyond the requirement level required by the task shall be considered by paying a personal euro-amounted bonus.

Personal salary is 5% within 5 years on the basis of the experience that has been accumulated while playing in the professional orchestra.

The shop steward has the right to make proposals on the personal euro-amounted bonus to be paid on the basis of competency.

The amount of an employee's personal euro-amounted bonus shall be reviewed as a result of changes to competency. If such review results in a reduction to the bonus, the decision must be especially justified.

III CHANGING BONUSES AND ALLOWANCES

8 § Additional work bonuses

In addition to a base monthly salary, a single hourly wage shall be paid for any completed additional work.

9 § Overtime bonuses

A bonus shall be paid for overtime work as follows:

The hourly salary rate shall be increased by 50% for the first two hours of daily overtime, and by 100% for subsequent hours. If weekly overtime that is compensated with an increase of 100% is immediately followed by daily overtime, the first two hours shall also be paid at an hourly rate increased by 100%.

The salary for weekly overtime shall be increased by 50% for the first eight hours and 100% for subsequent hours.

10 § Night work bonus

A bonus of 30 % of the basic hourly rate shall be paid for night work.

Protocol entry:

The night work bonus shall only be paid if the work is carried out at the employer's order or with the employer's prior consent to carry out night work.

11 § Sunday work bonus

In addition to a base hourly wage, a single hourly wage shall be paid for any completed Sunday work.

12 § Compensation of work completed on a holiday

If a member of the orchestra has to temporarily work during a weekly rest or a second holiday of the week, he/she is granted an equivalent leave no later than during the following calendar month, or at the consent of the orchestra member, a single hourly wage in addition to a monthly salary, and any Sunday and overtime bonuses, shall be paid for the working hours.

If an orchestra member must work during his/her weekly rest day, he/she is entitled to a salary of at least three hours.

13 § Compensation for work that reduces night rest time

A bonus equivalent to a base hourly wage increased by 100% included in the night work bonus shall be paid for work that reduces the 10-hour night rest time.

14 § Compensation of travel time and expenses

Travel time, which is not considered to be working time, shall be compensated by paying a single hourly salary in addition to the base monthly salary for the travel time, except between 10 pm and 7 am, if the company pays an accommodation allowance for the same period of time, or covers the cost of a berth or sleeper seat in a vehicle.

Compensation of travel expenses shall be paid in accordance with the company's travel guidelines.

If a person is called in to carry out alarm-based work after leaving the workplace, and this call to work is so urgent that it is impossible to reach the workplace on time by means of public transport, the person shall be compensated travel expenses against a receipt, or if the person has used his/her own vehicle, he/she shall be paid a compensation in accordance with the company's travel guidelines.

On the basis of the relevant supervisor's consideration, the person is entitled to use his/her own vehicle for commutes, when it is appropriate in terms of producing the programme. In this case, the company shall pay a compensation in accordance with the company's travel guidelines.

15 § Calculation of annual leave pay

When determining annual leave pay, any additional bonuses to be paid for night work and Sunday work shall be considered, where the amount shall be calculated on the basis of the holiday credit year's average prior to the leave. When calculating the average, the amount of additional bonuses referred to above that have been paid to the employee during the holiday credit year shall be divided by 10. A basic monthly salary increased by the percentage equivalent to the average of the previously mentioned additional bonuses as calculated from the basic monthly salary of the holiday credit year shall be paid for the duration of the annual leave.

16 § Holiday bonus

The holiday bonus is 50% of the annual leave salary.

17 § Maternity, paternity, parental and adoption leave

Employees are granted maternity, paternity and parental leave for the period, which, according to the Health Insurance Act the future maternity, paternity and parental allowance is considered to be subject to. During maternity leave full salary is paid for 72 working days, and during paternity leave for 18 days, if the employment relationship has lasted continuously for at least six months prior to the leave.

When an employee has adopted a child, he/she is given a three-month leave comparable to the maternity leave under the same conditions. Paid leave is given only to one parent. Priority is given to the parent, who is entitled to health insurance allowance on the basis of the adoption for the same period.

The salary is calculated in the same way as annual holiday pay.

18 § Sick leave

The employee is required to notify work management without delay about illness or other reasons for absences.

An employee, who is required to be absent from work due to illness for more than three days, is obliged to provide their manager a medical certificate of their health. When there is a special reason, the employee is obliged to provide a medical certificate also for absences of less than three days.

If the employee is incapable of working due to an illness or accident, and he/she has not caused such illness or accident intentionally or by gross negligence, he/she is entitled to a salary during the period of incapacity to work in accordance with the following criteria.

The salary is calculated in the same way as annual holiday pay.

Employment has lasted for less than one month before the incapacity to work

If employment has lasted for less than one month, the employee is entitled to sick pay that totals 50 percent of his/her full salary, from the first day of incapacity to work and thereafter for up to nine business days. Salary shall be paid for such business days, which would have been the employee's work days according to the working hours system.

Employment has lasted continuously for at least one month before the incapacity to work, but no less than four months

If employment has lasted for one month, the employee is entitled to a full salary for nine business days from the day of falling ill on the basis of an illness. The salary shall be paid for the employee's working days in accordance with the working hours system.

Employment has lasted continuously for at least four months before the incapacity to work

This section applies to employees on a monthly salary.

<u>Employment has lasted continuously</u>	<u>Full salary</u>
4 months, but less than one year	21 days (3 weeks)
1 year but less than 3 years	for 1 month
3 years but less than 5 years	for 1.5 months
5 or more years	for 3 months

If incapacity to work continues beyond the previously mentioned compensation periods, the employee shall be paid 66% of his/her salary for the same length of time as he/she is entitled to a full salary, however, in such a way that sick pay shall continuously be paid for no more than four months.

If incapacity to work recurs within 30 days from the previous period, the employee shall not be entitled to a new sick pay period, but instead sick pay shall be paid for no longer than the mentioned period, unless the work capacity is clearly due to a different reason.

If company's salary payment obligation has already been fulfilled during the previous period of inability to work, salary shall be paid for a one-day waiting period in accordance with the Health Insurance Act.

Occupational accidents

If an illness has been caused by an occupational accident, the company shall pay salary for the period of incapacity, for up to four months. The amount the employee receives from the insurance company on the basis of the company's or regulatory insurance policy for the same period of time shall be deducted from the sick pay. The provision applies to employees on a monthly salary.

Partial sick leave allowance

If the employee is entitled to partial sick day allowance, and part-time work is agreed with him/her, he/she shall be paid a full-time salary until he/she would be paid full sick pay according to the above-mentioned provisions. Thereafter, the employee shall be paid according to actual working hours.

IV PROVISIONS ON CONTRACT VALIDITY

19 § Peace obligation

All industrial action directed against this collective agreement as a whole or in respect of any individual regulation thereof shall be prohibited. The signatory unions are obliged to ensure that their members do not initiate industrial action or otherwise violate the provisions of the collective agreement.

20 § Settlement of disputes

Any disputes concerning the interpretation or violation of this agreement shall primarily be negotiated between the relevant supervisor and the employee or shop steward, and if the matter cannot be settled, between the shop steward and the company. If agreement cannot be reached, and if either party wishes for the matter to be settled between the unions, a memorandum shall be prepared on which basis processing shall take place at a union level. Each of the unions can take the case to be settled by the Labour Court, if necessary.

21 § Agreement's term of validity

This agreement and its attachments are valid from 1st December 2017 to 30th November 2019, and thereafter a year at a time, unless no later than a month before it is due to end, either party has not terminated it in writing.

22 §

This Agreement has been drawn up in two identical copies, one for each contractual party.

In Helsinki 01 March 2018

SERVICE SECTOR EMPLOYERS PALTA

Tuomas Aarto

Anu Sajavaara

THE FINNISH MUSICIANS' UNION

Ahti Vänttinen

Miika Tarhio

ANNEX 1 SCHEME FOR EMPLOYMENT AND CHANGE SECURITY

The new scheme formulated between the employer, the employees and the employment authorities seek to improve co-operation and find work for employees with optimal dispatch.

Procedure for cooperation and termination of employment

The employer shall present an action plan at the start of any co-operation negotiations that affect at least 10 employees. The contents of this plan shall be negotiated with staff representatives. The plan shall describe the manner and procedure for negotiating, the envisaged timetable, and the intended principles for action during the period of notice with respect to job seeking, training and the use of labour administration services. The plan shall allow for current norms regarding the procedure for workforce downsizing. If the co-operation negotiations affect fewer than 10 employees, then the co-operation procedure shall involve presenting intended principles for action during the period of notice with respect to job seeking, training and the use of labour administration services.

Negotiations on the contents of the action plan shall not be prevented by the restriction that prevents the consideration of alternatives to dismissal from beginning, in co-operation negotiations arising from large scale dismissals, no sooner than after seven days have elapsed following the consideration of grounds and impacts.

The necessary amendments to the personnel plan shall also be considered at the time of the co-operation procedure concerning a planned reduction.

The employer and the employment authority shall jointly review the necessary public employment services without delay when a co-operation procedure or small enterprise dismissal procedure has begun. Efforts shall be made with the employment authority to agree on the type of services to be provided, on the timetable for their execution, and on co-operation in their implementation. The staff representatives shall participate in the co-operation.

The employment programme and its implementation during the period of notice

The employer shall be required to advise the employee of the right to an employment programme and increased training subsidies.

The employer shall notify the employment authority of dismissals made on financial or production related reasons if a dismissed employee has a working history of not less than three years. The duty of notification shall also apply to the end of fixed-term employment of a temporary employee whose employment has comprised one continuous period of temporary employment, or several such periods with only brief interruptions, totalling not less than three years with the same employer. With the employee's consent, the employer shall be required to advise the employment authorities of the employee's education, work experience and duties at work immediately after the employee is dismissed. Where so agreed, the employer shall also be otherwise involved in preparing the employment programme.

The employee shall be given an opportunity to take part in preparing the employment programme. The employment programme may be supplemented at a later date if necessary.

Unless otherwise agreed following the dismissal, the employee shall be entitled to time off without loss of earnings in order to participate, during the period of notice, in preparing the employment programme, spontaneous or officially motivated job seeking and job interviews, redeployment training, on-the-job training and industrial training, or employment policy training according to the individual employment programme. The length of the said time off shall depend on the duration of employment as follows:

- 1) up to 5 days if the employee's period of notice is no more than one month;
- 2) up to 10 days if the employee's period of notice is more than one month but no more than four months;
- 3) up to 20 days if the employee's period of notice is more than four months.

It shall also be a condition that the time off causes no substantial difficulties for the employer.

The employee shall notify the employer of the time off without delay and shall present a reliable account of the reasons for the time off when so requested.



Palvelualojen työnantajat PALTA ry
Eteläranta 10 6. krs, PL 62, 00131 Helsinki
Phone 020 595 5000

www.palta.fi



Suomen Muusikkojen Liitto ry (SML)
Pieni Roobertinkatu 16, 5th floor
00120 Helsinki
Phone. (09) 6803 4070

E-mail: sml@muusikkojenliitto.fi