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## SERVICE SECTOR EMPLOYERS PALTA

#### FINNISH MUSICIANS' UNION

#### **FINAL PROTOCOL**

## Renewal of the Collective Agreement for Finnish National Ballet Dancers

**Date** 24 March 2023

Place Teams

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

Vuokko PiekkalaAhti VänttinenHarri GröhnMirkka KivilehtoLotta NiemeläIlona Vartiainen

## 1. Agreement period

The Collective Agreement, Salary Agreement and Protocols will enter into force on 24 March 2023. Until the entry into force of the new Collective Agreement and Salary Agreement, the provisions of the previous agreements and protocols shall apply.

The new agreement period will end on 28 February 2025. The agreements and protocols will remain in force after 28 February 2025 for one year at a time, unless terminated in writing at least two months before the end of the agreement period.

#### 2. Pay reviews

## 2.1 Pay increases in 2023

#### **General increase**

Salaries will be increased by a general increase of 3.0% no later than 1 May 2023 or at the beginning of the next following pay period.

Grade-based salaries will be increased by 3.0% on 1 May 2023 or at the beginning of the next following pay period.

The point price specified in section 3 of the Salary Agreement will be increased by 3.0% as of 1 May 2023.

The shop steward's compensation will be increased by 3.0% on 1 May 2023 or at the beginning of the next following pay period.

## **One-off payment**

The amount of the one-off payment is EUR 500 to be paid in connection with the September 2023 salary payment.

The one-off payment will only be made to monthly paid Employees whose continuous employment started no later than 20 June 2023 and is still ongoing on the date of payment of the one-off payment or whose employment started at the beginning of the 2023 season, lasted for the whole of the previous performance year (2022-2023) and is ongoing on the date of payment of the one-off payment. The one-off payment is also made if the Employee is sick or on family leave.

For a part-time Employee, the amount of the one-off payment is calculated in proportion to the agreed working time and the full working time.

The one-off payment is not paid if the Employee has resigned (excluding retirements) or has been dismissed by the Employer on personal grounds before the date of payment of the one-off payment.

The one-off payment is not taken into account when calculating other pay items, such as holiday pay, holiday bonus, overtime compensation or basic hourly pay.

## 2.2 Pay increases in 2024

#### **General increase**

Salaries will be increased by a general increase of 2.5% no later than 1 June 2024 or at the beginning of the next following pay period.

Grade-based salaries will be increased by 2.5% on 1 June 2024 or at the beginning of the next following pay period.

The point price specified in section 3 of the Salary Agreement will be increased by 2.5% as of 1 June 2024.

The shop steward's compensation will be increased by 3.0% on 1 June 2024 or at the beginning of the next following pay period.

#### **Entity-specific increase**

The Employer will also use 0.5% to increase the Employees' salaries on 1 June 2024 or at the beginning of the next following pay period, the allocation of which will be decided by the Employer after consulting the shop steward.

The amount of the entity-specific increase allocated to salaried Employees governed by this Collective Agreement will be determined according to the basic monthly salaries, including the performance fee, paid in December 2023.

The purpose of the entity-specific increase is to promote wage policy objectives, incentive remuneration and fairness. Employees' skills and performance at work should be the guiding factors in the allocation of increases. The entity-specific in-

crease can also be used to develop the compensation system. When pay increases are allocated, due consideration will be given to work performance, which will be assessed in terms of the strategic objectives of the National Opera and Ballet.

After allocating the entity-specific increase, the Employer will, within a reasonable period of time, explain to the shop steward how the entity-specific increase has been allocated and the reasons behind the allocation. The explanation must indicate the number of Employees who have received salary increases, the amount of the average increase and the total number of salary increases. In addition, the personnel will be informed about the use of the increase and its allocation criteria.

# 3. Amendments to the Collective Agreement

## 3.1 Working hours

Section 7(5) of the Collective Agreement is amended to read as follows:

Each day shall begin with a warm-up period of 75 to 90 minutes. However, if the day also includes a safety info session, piano dress rehearsal or orchestra dress rehearsal, the warm-up can be shortened to a minimum of 45 minutes. If the start of the working day includes a short audience outreach activity, the warm-up can be shortened to a minimum of 30 minutes.

A new 4th paragraph is added to section 7(6) of the Collective Agreement to read as follows:

A short audience outreach activity can be placed at the beginning of a continuous working day. In this case, the duration of the performance is determined by its actual duration. A break of at least 45 minutes must be allowed for Dancers between the performance and the next rehearsal.

#### 3.2 Travel

Section 14 of the Collective Agreement and section 6 of the Salary Agreement have been deleted.

The title of Annex 2 to the Collective Agreement is changed to Travel and the Annex is amended to read as follows:

#### **ANNEX 2 Travel**

#### Travel time

- 1. Travel arrangements must be made so as not to waste time or incur costs beyond what is necessary for carrying out the required duties.
- 2. For travel days, pay is paid for the time spent on the trip for which the Employee is otherwise prevented from receiving pay because of the

tour, up to a maximum period for which he or she receives pay equivalent to his or her regular daily working time. Travel time does not count as working time.

- 3. Travel on Sundays, public holidays and other days off prescribed by the working hours system for the Employee shall be paid for up to eight hours of travel time in accordance with the Employee's regular working hours, at the simple hourly rate of pay.
- 4. When the nature of the Employee's duties is such that it is up to him or her to decide how to travel and use his or her working time, no compensation for travel time is paid.
- 5. As far as possible, efforts should be made to give the Employee a daily break between the end of the trip and the start of the next work shift.

#### Application directive

Travel time pay is, firstly, compensation for the loss of earnings caused by the fact that the Employee is otherwise prevented from receiving pay because of travel. Compensation is then paid for a maximum period allowing the Employee to receive a salary corresponding to his or her regular daily working time. If the Employee should work during the working day while travelling, the travel time pay is paid on this basis only for those hours of travel which represent the difference between the working time under the working time system and the actual working time. As stated in Section 3(2) of the Working Hours Act (872/2019), this travel time does not count as working time.

Travel time pay shall be paid on the basis of section 3(2) for travel on Sundays, public holidays and other days off prescribed by the working hours system for the Employee for up to eight hours of travel time in accordance with the Employee's regular working hours, at the simple hourly rate of pay. Travel time pay is only paid for the time actually spent travelling. When the Employee is on weekly time off or otherwise resting, the travel time pay is not due. Stopovers related to the purpose of the trip (e.g. at intermediate stations) are counted as travel time. On Sundays and other public holidays, the concept of a day is determined by the start and end of the working day of the person concerned, irrespective of the period for which the pay increment for Sunday work is due.

It is not possible to determine by a general rule who would be in a position, within the meaning of section 3(5), to be exempt from the contractual provisions on travel time pay. In each individual case, attention must be paid to, among other things, the nature of the duties, the person's position in the organisation and what has been

considered when determining the criteria for his or her remuneration.

## Reimbursement of travel expenses

 These provisions apply to the reimbursement of travel expenses for domestic and foreign business trips, unless otherwise provided, prescribed or agreed.

An Employee who is entitled to reimbursement of travel expenses for the performance of a task from a party requesting its performance, shall receive reimbursement of travel expenses from the Employer's funds only to the extent that the reimbursement paid by the requesting party is less than the reimbursement provided for under these provisions.

2. Travel expenses are considered to be the extra expenses incurred by the person concerned as a result of a work trip.

Travel expenses are reimbursed in the form of a travel allowance, daily allowance, meal allowance, accommodation and hotel allowance and an overnight travel allowance. Also, certain other types of compensation may apply.

- 3. The travel allowance and daily allowance are paid in accordance with the Tax Administration's decision on tax-free travel allowances in force at the time.
- 4. The work trip must be made in the shortest possible time and at the lowest possible overall cost, with due regard to the appropriate and safe performance of the work trip and the duties assigned to the person concerned.

## **Application directive**

When choosing how to travel, attention must be paid not only to the direct cost of the trip, but also to other factors that affect the overall cost, including the impact of the trip on the use of working time. Any specific factors affecting the duration, mode of travel and cost of the trip should be set out in a travel plan before the trip. In addition to the savings in working time, significant savings in leisure time can also be taken into account when comparing different options.

If, for a justified reason to reduce the overall cost of a business trip (for example, because of a package deal in the case of trips abroad), 'extra travel time' is included that is not required by the travel plan as such, this travel time is only reimbursable if it is included in the travel plan. The inclusion of additional travel time in the travel plan is always subject to the condition that the overall cost of the trip is significantly reduced and that the increase in travel time is proportionate to the savings achieved and that the trip is therefore carried out in the most advantageous way for the Employer as a whole.

No more compensation will be paid for a work trip than what would have been due if the trip had been done by the most advantageous way for the Employer. For example, a work trip by private car will be reimbursed at the cost of what the trip would have cost using public transport had this been cheaper. If no other adequate explanation is provided, general fares can be used to calculate the cost of public transport (e.g. single ticket price or Matkahuolto fare tables).

5. The person concerned is reimbursed for the cost of the ticket, reserved seat and sleeping berth, freight charges for the transport of essential equipment and other similar essential travel expenses. The cost of using a taxi or a chartered or hired vehicle may be reimbursed if its use is justified, taking into account the conditions set out in point 4. The cost of long-term parking at airports and railway stations and in connection with hotel accommodation will be reimbursed based on receipts, up to a maximum period of 3 days per work trip.

## 6. Special charges

On work trips, the following expenses will be reimbursed on presentation of supporting documents:

- airport tax;
- passport and visa fees when travelling abroad;
- the cost of necessary medication and vaccines;
- for travel abroad, the premium for luggage insurance up to EUR 1,600, and the premium for single trip travel insurance for a work trip of up to 31 days, to the extent that it entitles you to reimbursement of expenses in the event of travel illness, accident or cancellation or interruption of your trip, or a premium of up to EUR 50 for travel insurance taken out for the whole year;
- telephone and communication expenses necessary for making travel arrangements and taking care of work-related matters provided that they are duly substantiated;
- safe deposit box rent charged in connection with hotel accommodation;
- other comparable necessary charges similar to the items listed above.

#### 7. Expense reports and receipts

Travel expenses must be claimed by submitting an expense report to the Employer within two months of the end of the trip, on pain of forfeiting the right to reimbursement. The Employer may, for special reasons, order that compensation must be applied for sooner after the trip, while still allowing a reasonable period of time for doing so. On request, the Employer may authorise the payment of compensation even if the claim has not been submitted within the time limit. Receipts for expenses incurred must be attached to the expense report, where available.

## 3.3 Local bargaining

The 1st paragraph of section 21(1) of the Collective Agreement is amended to read as follows:

Exceptions may be made to the provisions of sections 6, 7 (9, 13, 14, 15 and 17), 11(1) and 14(4) of this Collective Agreement if so locally agreed. Local agreements within the meaning of the Collective Agreement can be concluded between the Employer and the shop steward.

## 3.4 Updating family leave provisions

### <u>Transition provision</u>

The provisions on family leave in the Collective Agreement and in Annex 1 will apply upon entry into force of the agreement to Employees who are covered by the amendments to the Health Insurance Act that entered into force on 1 August 2022 and whose entitlement to pregnancy or parental leave begins on or after 24 March 2023.

If the Employee is subject to the family leave provisions of the Health Insurance Act in force on 31 July 2022 or if the entitlement to pregnancy or parental leave started before 24 March 2023, the employment relationship is subject to the maternity and paternity leave provisions of the Collective Agreement in force from 25 February 2022 to 23 March 2023.

## Family leaves

Section 15(5) of the Collective Agreement is amended to read as follows:

#### Family leaves

In addition to the provisions of this section 15, the provisions of Annex 1 shall apply to the pregnancy and parental leave of Dancers. The term 'full salary' is defined above in subsection 2.

When the pregnancy and parental leave salary is calculated, the sum arrived at by calculating the average of the performance fees of all Dancers over a period of 12 months during the previous performance year shall be added to it.

Subsections 6, 7 and 10 and the first paragraph of subsection 11 of section 15 of the Collective Agreement have been deleted.

Section 15(8) of the Collective Agreement is amended to read as follows:

The grant of a pregnancy leave shall not reduce the Dancer's right to receive other benefits under this Collective Agreement.

The title and sections 6 and 7 of Annex 1 to the Collective Agreement are amended to read as follows:

# ANNEX 1 General provisions concerning work disability and pregnancy and parental leave

Section 6. Pay for pregnancy and parental leave

1. An Employee who is entitled to pregnancy allowance under Chapter 9, Section 1 of the Health Insurance Act (28/2022) shall be paid the salary provided for in Section 1 from the beginning of the pregnancy allowance period for a maximum of 40 consecutive weekdays.

The payment of the salary is also subject to the following conditions:

- the pregnancy leave must be applied for at least two months before it is due to start, and
- a certificate is presented to the Employer stating the duration of the pregnancy and the calculated date of childbirth.
- 2. An Employee who is entitled to parental allowance under Chapter 9, Section 5(1-3) or Chapter 9, Section 9 of the Health Insurance Act (28/2022) shall be paid the salary provided for in Section 1 for the first 32 days of the parental allowance period. Parental leave in excess of this period is unpaid.

The payment of the salary is also subject to the following conditions:

- the parental leave must be applied for at least two months before it is due to start.
  - If the duration of the parental leave requested is 12 weekdays or less, paid parental leave can only be granted if the request is made at least one month before the leave is due to start. When giving notification of leave to care for an adopted child, the notification period prescribed above should be observed whenever possible, and
- a certificate of the birth of the child or a certificate of the validity of the adoption must be presented to the Employer on request.

The first 32 weekdays of parental leave are the first 32 weekdays of the parental allowance period under the Health Insurance Act.

3. When applying for pregnancy leave and parental leave, the Employee must endeavour to inform the Employer when and how the family is going to take the leave.

Section 7. Transfer of pregnancy and parental allowance to the Employer

- An Employee's entitlement to daily, pregnancy or parental allowance under the Health Insurance Act shall transfer to the Employer to the extent that the amount of daily, pregnancy or parental allowance does not exceed the amount of salary received during the same period.
- 2. An Employee who is paid a salary in accordance with this Annex during periods of sick, pregnancy or parental leave is obliged to comply with the regulations and guidelines issued under the Health Insurance Act for claims where the daily, pregnancy or parental allowance is to be paid to the Employer.

3. The pay for sick, pregnancy or parental leave can be reduced by the amount of daily, pregnancy or parental allowance if the right to daily, pregnancy or parental allowance is not transferred to the Employer because the Employee has failed to comply with the regulations and guidelines referred to in the previous section.

## 3.5 Settlement of disputes

Section 24 is amended to read as follows:

Any disputes arising from the interpretation and application of this Collective Agreement shall first be discussed between the representative of the Opera and Ballet and the shop steward representing the staff group concerned.

If no agreement can be reached in the negotiations, the parties may refer the matter to the signatory organisations.

The afore-mentioned negotiations shall begin within two (2) weeks after the other party has been given written notice of the dispute and has been requested to negotiate, unless the parties agree to a longer period.

If the dispute cannot be settled between the organisations, the party concerned can take the dispute to the Labour Court. No action may be filed with the Labour Court until the negotiations between the organisations are completed and either Party issues a written statement verifying that the negotiations have been terminated.

#### 3.6 Gender-neutral titles

The term 'luottamusmies' (shop steward) is changed to 'luottamushenkilö' (shop steward) and the heading of section 22 is changed to 'Luottamushenkilö' in the Finnish version, and section 22(1) is amended to read as follows:

In the Collective Agreement, 'shop steward' means an Employee who is governed by this Collective Agreement and elected by the Dancers as their designated representative and whose name is reported to the Employer.

#### 3.7 Shop steward's training

Section 22(15) is amended to read as follows:

The shop steward is entitled to participate in training courses organised by the Finnish Musicians' Union and those jointly approved by PALTA annually. The Employer shall pay the shop steward attending the training a monthly salary for the duration of the training and reimburse accommodation and travel expenses in accordance with the Travel Annex to the Collective Agreement.

#### 4. Other issues

## 4.1 Working group on the development of the compensation system

During the agreement period, the local parties will examine the needs for reforms in the Collective Agreement's salary system, such as the development of a seniority system and substitution fees, and will make a proposal by the end of the agreement period. The proposals of the working party to develop the compensation system must be capable of being implemented within the framework of the pay adjustments to be agreed upon for the years 2023-2024.

# 4.4 Principle of continual negotiations

The Parties to this Agreement will comply with the principle of continual negotiations in their bargaining process.

The Parties may take up issues mid-term and, if necessary, agree on amendments to the Collective Agreement during its term.

#### 5. Termination of the Contract

The agreements will remain in force after 28 February 2025 for one year at a time, unless terminated in writing at least two months before the end of the agreement period. When a new Collective Agreement and Salary Agreement are under negotiation, the provisions of the previous agreements shall remain in force until the new agreements are concluded or the negotiations have otherwise been completed.

Any notice must be given in writing. The letter giving notice must include a memo concerning points needing to be negotiated.

Helsinki, 24 March 2023

SERVICE SECTOR EMPLOYERS PALTA

Tuomas Aarto Minna Ääri

FINNISH MUSICIANS' UNION

Ahti Vänttinen Mirkka Kivilehto

#### **COLLECTIVE AGREEMENT FOR 2023–2025**

BETWEEN SERVICE SECTOR EMPLOYERS PALTA AND THE FINNISH MUSICIANS' UNION CONCERNING THE SALARIED DANCERS OF THE FINNISH NATIONAL OPERA AND BALLET

## 1 § SCOPE OF THE AGREEMENT

This Collective Agreement covers all Dancers employed by the Finnish National Opera and Ballet (hereinafter the Opera and Ballet) on a monthly salary basis.

## 2 § GENERAL AGREEMENTS

The following general agreements between the Confederation of Finnish Industries EK and the Central Organisation of Finnish Trade Unions SAK currently in force shall be observed as part of this Collective Agreement:

- 1997 General Agreement, with the exception of Chapters 2 and 5 of the General Agreement. Instead of the Act on Co-operation within Undertakings (725/78), the provisions of the Co-operation Act (1333/2021) apply (incorporated by reference)
- The 2001 General Agreement on protection against unilateral termination and lay-offs including guidelines for application, has been amended so that the re-employment period referred to in section 19 is 4 months. However, if the employment relationship has lasted without interruption for at least 12 years prior to its termination, the re-employment period shall be 6 months.

# 3 § COMMENCEMENT AND DURATION OF EMPLOYMENT

#### **Employment Contract**

- 1. A written employment contract, a model of which is posted on the Dancers' notice board, shall be used in hiring Employees.
  - Upon request, Dancers must present an acceptable medical certificate attesting to their state of health, in accordance with the regulations of the Opera and Ballet.
- 2. The employment and the rights based thereupon are considered to begin on the date on which the Dancer is actually available to the Employer for service under his or her contract.
  - The employment relationship shall remain in force for an indefinite term, unless otherwise specified in the employment contract.
- 3. Before the end of the trial period, the shop steward must be given an opportunity to express an opinion as to whether or not the dancer on trial should be offered permanent or fixed-term employment.

4. Applicants for a Dancer's vacancy must perform an audition. The Dance Audition Committee will nominate the applicants based on audition. The Dance Audition Committee shall include the ballet director, the ballet master, the ballet shop steward and/or a representative of the ballet delegation. The Employer decides on the members of the Dance Audition Committee participating in auditions held abroad. In such a case, the result of the audition will also be presented to the entire Dance Audition Committee.

However, the ballet director may hire a Dancer without an audition upon consideration of the skills of that Dancer as well as suitability for the needs of the Opera and Ballet. The ballet director informs the Dance Audition Committee of such engagements and their criteria, and the Dance Audition Committee can express its views on the dancer's suitability for work during the trial period.

5. A person who has received vocational training but has not yet acquired sufficient skills for independent work may be hired by the ballet director as a trainee for a maximum period of 3 years. A trainee may subsequently be appointed to a vacancy without having to perform a new audition.

## Minuted note:

Any Dancers in the Youth Group (Youth Ballet) who started on 1 August 2013 may be hired as trainees for as long as they continue to work for the Youth Ballet.

## Giving notice on an employment contract

In addition to the provisions of the Employment Contracts Act, the following regulations and procedures shall apply in giving notice on an employment contract:

6. The Opera and Ballet may not terminate a Dancer's employment contract unless there are proper and material reasons for doing so, as provided in Chapter 7 of the Employment Contracts Act.

Such reasons for notice include, but are not limited to, the Dancer's evident lack of professional skills in comparison with other Dancers at the Opera and Ballet.

If the Dancer's evident lack of professional skills is cited as the reason for giving notice, a written advance warning thereof, including a statement of the reason for giving notice, must be given to the Dancer concerned and to the shop steward at least two months before notice is given. Before notice is actually given, the Dance Audition Committee shall discuss the matter and issue an opinion on it.

## 4 § DUTIES OF THE DANCERS

- Dancers shall attend rehearsals and performances in accordance with the Opera and Ballet's working hours schedule. The weekly schedule is posted on the official notice board of the Opera and Ballet on the Friday of the preceding week at the latest. Except in case of illness, the weekly schedule may only be changed with the consent of the persons concerned.
  - The Employer does not have to indicate on the weekly schedule the time spent on make-up or post-performance work.
- 2. If a Dancer is required to acquire a special skill to perform a certain duty, this shall be agreed upon with him or her before he or she assumes such duty. The Opera and Ballet shall be responsible for the costs incurred.
- 3. If a Dancer is instructed to replace another Dancer and to learn the necessary duties at an exceptionally short notice, the replacing Dancer shall, in addition to receiving his or her regular salary, be compensated according to the Salaries Agreement.
- 4. Dancers shall participate in planning the Opera and Ballet repertoire and other artistic work within the framework of the Opera and Ballet Regulations.
  - Dancers are required to participate in performances and other events organised by the Opera and Ballet at the Opera House or elsewhere.
- 5. Dancers are also required to participate in performances organised by the Opera and Ballet at other locations and abroad.
- 6. Dancers shall receive compensation for television broadcasts of performances in accordance with the Recording Agreement between the Opera and Ballet and the Finnish Musicians' Union.
  - A Dancer's work duties include TV performances to the extent specified in the Recording Agreement.

## 5 § NON-COMMERCIAL RECORDINGS

- The Opera and Ballet shall be entitled to produce or commission photos and recordings of rehearsals and performances for its own marketing and PR purposes, featuring performances by artists employed by the Opera and Ballet.
- 2. Such recordings shall be made during working hours at the workplace.
- 3. Printed matter and electronic media may be used for marketing and PR purposes. If performance recordings or photos are made available online, this material shall be appropriately protected to prevent unauthorised copying.
- 4. The Opera and Ballet shall be entitled to produce recordings of works performed by their Employees for in-house archival and rehearsal use, and for the purpose of promoting the operations and productions of the Opera and

Ballet. Archive recordings may be made available to researchers and students for research purposes on the Opera and Ballet premises. Rehearsal recordings are intended to help in rehearsing productions, and all personnel participating in the Opera and Ballet productions shall have access to these recordings for this purpose.

5. The Opera and Ballet shall be entitled to make copies of recordings for the afore-mentioned purposes. Such copies may not be used for any other purposes.

## Archive and monitoring recordings

## Archive recordings

6. The Opera and Ballet shall be entitled to produce recordings of works performed by their Employees for archival purposes. The archived recordings shall be kept in the archives of the Opera and Ballet. These recordings may not be copied except for backup purposes. Archive recordings may be made available to researchers and students for research purposes on the Opera and Ballet premises.

## Monitoring recordings

7. The Opera and Ballet shall be entitled to produce recordings of works performed by its artistic personnel of the Opera for the purpose of monitoring the progress of the performance. Such recordings shall be live-recordings made during performances, and they shall be destroyed within five days of their recording.

#### Rehearsal recordings

8. The Opera and Ballet shall be entitled to produce recordings of works performed by their artistic personnel for in-house rehearsal use. The recordings are intended to help in rehearsing productions, and all personnel participating in the Opera and Ballet productions shall have access to these recordings for this purpose.

Archive, monitoring and rehearsal recordings must not be used for any purpose other than those provided above.

#### Recording data

- 9. The Opera and Ballet shall maintain a list of recordings and appoint a person responsible for the accuracy of the list.
- 10. The shop steward shall be entitled to annually receive information in writing on recordings produced during the performance year.

## 6 § PREPARATION OF A PERFORMANCE

## Orchestra dress rehearsals

1. Before the opening night of a new production, a sufficient number of rehearsals must be provided for the casts, the minimum being one piano dress rehearsal and one orchestra dress rehearsal, unless otherwise agreed locally. With revival productions, every effort shall be made to provide the casts with at least one piano dress rehearsal and one orchestra dress rehearsal.

A piano dress rehearsal is a stage rehearsal where the principal circumstances and equipment materially affecting the performance of the work are in place.

An orchestra dress rehearsal is a stage rehearsal where the orchestra (or audio recording in the case of a ballet performed to recorded music), sets, lighting, costumes, masks, props, special effects and extras are identical with those to be used in the actual performances.

During orchestra dress rehearsals, rehearsals of another production can only be scheduled with the consent of the Dancers concerned.

Dancers may not leave before the end of an orchestra dress rehearsal except with the choreographer's or director's permission.

2. The dress rehearsal shall be held no later than the day preceding the opening night.

In premiere productions, the final dress rehearsal and the last orchestra dress rehearsal of an alternate cast, if any, and in revival productions, the last orchestra dress rehearsal shall be run as if it were a performance. It must not be interrupted, nor may Dancers be detained after the rehearsal for more than a maximum of 1 hour.

#### Attendance of personnel and relatives

3. The only people who may be admitted to piano and orchestra dress rehearsals, with the special permission of the ballet director, are Employees of the Opera and members of its administrative bodies, and their family members; visiting performance artists and students; and experts participating in the preparation of the production. Dress rehearsals shall be open to all Employees of the Opera and members of its administrative bodies, and their family members, with no special permission being required. No outsiders shall have access to any other rehearsals unless they have special permission from the ballet director. However, critics shall be admitted to previews and open house rehearsals.

#### Open house

Rehearsals preceding the opening night of a new production may feature two 'open house' days, providing an opportunity for critics and other outsiders to attend rehearsals. These shall be announced in the weekly schedule.

#### Preview

The dress rehearsal immediately preceding the opening night shall be considered a preview performance if it is attended by a paying audience.

## Transferring to rehearsals of a different production

A Dancer may be required to attend rehearsals for two different productions during the same rehearsal period if the times for both are clearly entered in the working hours schedule.

A Dancer who has left one rehearsal to attend another must return to the first rehearsal if required to do so. 'Production' is here understood to refer to a programme entity performed in one performance, regardless of how many actual works are involved.

#### Refresher rehearsal

4. If a production re-enters the repertoire after a break of more than 3 weeks, a refresher rehearsal shall be held in order to go through the music and staging of the production. If the break is longer than this, a sufficient number of rehearsals shall be provided. If more than a year has elapsed from the most recent performance of the production, at least one orchestra dress rehearsal shall be arranged.

#### Exemption from other work

5. A Dancer scheduled to participate in an opening night, a final dress rehearsal, an orchestra dress rehearsal for a new cast or a preview with critics present shall not participate in any other work designated by the Opera and Ballet during that day, with the exception of a refresher rehearsal or negotiations concerning the production involved, subject to mutual agreement between the Dancer and the choreographer or director.

Where possible, Dancers in key roles should be exempted from other demanding rehearsal work on the day of their opening night in a new role or on the opening night of a revival production.

#### Tours abroad

6. On tours abroad, an opportunity must be provided at each new venue to run through the programme.

## 7 § WORKING HOURS

#### General

- 1. A Dancer has 224 working days per performance year.
- 2. A Dancer's normal working hours may not exceed seven (7) hours a day.
- 3. On Saturdays and the eves of public holidays, a rehearsal may last a maximum of three (3) hours, unless otherwise provided below in Section 12.

#### Rehearsals

4. A continuous rehearsal period may last for a maximum of 1.5 hours without a break.

- 5. Each day shall begin with a warm-up period of 75 to 90 minutes. However, if the day also includes a safety info session, piano dress rehearsal or orchestra dress rehearsal, the warm-up can be shortened to a minimum of 45 minutes. If the start of the working day includes a short audience outreach activity, the warm-up can be shortened to a minimum of 30 minutes.
- 6. A Dancer's working day shall normally be divided into rehearsals and breaks, for example as follows:

10.00-11.15	warm-up	10.00-11.15	warm-up
11.15-11.30	break	11.15-11.30	break
11.30-13.00	rehearsal	11.30-13.00	rehearsal
13.00-13.20	break	13.00-13.45	break
13.20-14.30	rehearsal	13.45-15.15	rehearsal
14.30-15.00	break	15.15-15.30	break
15.00-17.00	rehearsal	15.30-17.00	rehearsal
(incl. a 15-minute break)			

A one-shift rehearsal day shall include at least one meal break of at least 30 minutes.

Rehearsals may be divided into shorter periods, in which case the meal break must begin at 15.00 at the latest.

A short audience outreach activity can be placed at the beginning of a continuous working day. In this case, the duration of the performance is determined by its actual duration. A break of at least 45 minutes must be allowed for Dancers between the performance and the next rehearsal.

Alternatively, a Dancer's rehearsal day may be divided on performance days and Saturdays for example as follows:

3.5-hour perform	nance on weekdays	Saturday or a 4-hour performance	
		on weekdays	
10.00-10.45	warm-up 1	10.00-10.45	warm-up 1
10:00-11:15	warm-up 2	10:00-11:15	warm-up 2
11.00-13.30	rehearsal	11.00-13.00	rehearsal

A warm-up hour may be cut to 45 minutes on Saturdays or if the evening shift includes a 3.5-hour or 4-hour performance qualifying as working hours.

7. The working hours may be divided into two shifts per day if the performance, final dress rehearsal, orchestra dress rehearsal, piano dress rehearsal or a co-production with the opera department constitutes an evening shift. Otherwise there may be a maximum of 4 other double-shift work days during a single performance year. One shift may have a maximum duration of 5 hours.

The first shift may begin at 10.00 at the earliest. The ballet's morning shift must take place between 10.00 and 15.00 on weekdays (Monday to Friday)

and between 10.00 and 13.00 on Saturdays and the eves of public holidays. The evening shift must be scheduled to begin no earlier than 18.00 and to end no later than 22.00, as an exception stage rehearsals may continue until 23.00. A shift may continue even later if a performance which began at 19.00 has not ended before 23.00 due to the length of the performance.

8. Notification of the two-shift working days each month shall be given at least one month in advance. If the evening shift of a double-shift day is not a stage rehearsal, 2 weeks' notice shall be sufficient.

## Exceptional rehearsal times

- 9. The Ballet Department's rehearsal times concerning a specific production may be changed if agreed with the shop steward.
- Shifts may start at varying times in the case of a performance, piano dress rehearsal or orchestra dress rehearsal, provided that appropriate notice has been given.
- 11. If a Dancer does not have to attend another rehearsal in the course of the same day, the rehearsal taking place between 15.00 and 17.00 may continue without a break if a new choreography is being rehearsed.
- 12. 4 times during the performance year, the time qualifying as working hours during the rehearsal period can be extended by 1 hour in the week preceding the premiere on Saturdays and on the eves of public holidays in connection with an orchestra dress rehearsal.

Said extension of the working hours will be compensated for those affected by reducing their working hours by 1 hour in a shift within a period of three (3) weeks following the premiere. Notice of the date of the shortened shift must be given by a Saturday or extended eve of a public holiday.

#### Minuted note

If the rehearsal period is extended by only 1 hour on Saturdays or eves of public holidays on which the Dancer has no performances and the Employer notifies the Dancer of this no later than 2 weeks before the rehearsal in the manner agreed between the Parties, the Dancer may only refuse the request for well-founded personal reasons.

4 times during the performance year, the time qualifying as working hours during the rehearsal period can be extended by 1 hour in the week preceding the premiere of a revival production on Saturdays and on the eves of public holidays in connection with an orchestra dress rehearsal.

Said extension of the working hours will be compensated for those affected by reducing their working hours by 1 hour in a shift at a time to be agreed with the shop steward.

13. On weeks when the Dancer does not have a performance on Saturday evening, the daily regular working hours can be extended by a maximum of 36 minutes per day (Mon-Fri), however, not exceeding a total of 3 hours per

week. This time is considered regular working hours and does not entitle to extra or overtime compensation. The extension is placed at the beginning of the workday, unless otherwise agreed with the shop steward. On such days, the work shift may begin earlier than 10.00. The extension of working hours is compensated by giving the Saturday of the week in question as compensatory time off. Such a working time arrangement can be used 3 times in the autumn season and twice in the spring season. The Employer will announce the adoption of such a working time arrangement at the beginning of the performance year after consulting the shop steward.

#### Performances

14. A performance that lasts 2 hours with intervals shall be considered the equivalent of a 3.5-hour shift including preparatory and post-performance work; a performance lasting more than 2 hours and 45 minutes shall be considered the equivalent of a 4-hour shift. The length of a shift during orchestra dress rehearsals is calculated in the same way as for a performance. If a Dancer's appearance in an operetta or opera performance amounts to less than 2 hours, it shall be considered a 3-hour shift.

No rehearsals shall be undertaken during the period of preparation for a performance, except in cases in which it has not been possible to hold a rehearsal during the normal rehearsal time during the daytime. If this is not the case, the Dancer can use the time set aside for preparatory and post-performance work as he or she wishes, and that time does not entitle them to extra or overtime compensation.

- 15. If required, a Dancer shall be obliged to appear in two performances per day. A Dancer appearing in two performances on the same day shall be exempt from other work on that day. In this case, the training session normally forming part of a Dancer's working day shall be voluntary.
  - Between the two performances, there shall be a rest period of at least 1 hour. A minimum of 4.5 hours shall elapse between the end of a rehearsal and the beginning of a performance.
- 16. Dancers are advised to arrive at the performance venue at least 30 minutes before the beginning of the performance.

#### Performances abroad

17. The interval between arrival at a new location and the first performance there shall be at least 20 hours in European countries and at least 24 hours in countries outside Europe.

#### Maximum working hours

18. Pursuant to Section 18 of the Working Hours Act (872/2019), the reference period for maximum working hours is 12 months.

## 8 § DAILY REST PERIODS

Each rehearsal lasting more than 1.5 hours shall include a break. Each rehearsal of no more than 2 hours must include a 15-minute break and each rehearsal of no more than 3 hours must include a 20-minute break. Each rehearsal of more than 3 hours must include a 20-minute break after the first 1.5 hours, followed by a further 10-minute break after the next 1.5 hours of rehearsal.

Supervisors may not use breaks for briefing Dancers about the production. Should this happen, the break shall be deemed to begin after the briefing is over. Breaks are included in the working hours.

There shall be a 15-minute break between the first warm-up hour and the first rehearsal period.

In orchestra dress rehearsals, piano dress rehearsals and performances, the breaks must coincide with intermissions.

On Saturdays and on days on which there is a 4-hour performance in the evening, the rehearsal time shall include one 10-minute break per each rehearsal period exceeding 1.5 hours. On days on which there is a 3.5-hour performance in the evening, the rehearsal time shall include one 15-minute break per each rehearsal period exceeding 1.5 hours.

#### 9 § OVERTIME AND SUNDAY WORK

Daily overtime and Sunday work

- 1. Any work exceeding the regular daily working hours as defined above in section 7(2) shall be considered overtime. Compensation for overtime shall be the hourly rate plus 50% for the first two (2) hours and the hourly rate plus 100% for each hour thereafter.
- 2. Work done on Sundays, religious holidays, Independence Day and May Day shall be compensated by payment of the hourly rate for each hour, in addition to the monthly salary. If such work is considered overtime, a further overtime compensation as per subsection 1 above shall be paid.
- 3. Compensation for work carried out on Sundays may be provided in the form of time off from regular working hours by agreeing with the Dancers' shop steward on such compensation and applicable dates and times. If the work performed on a Sunday lasts less than 7 hours, this is compensated by one day off. Compensation for Sunday work as time off is acceptable for a maximum of three (3) Sundays during one performance year.
- 4. For the purpose of calculating overtime and Sunday work compensation, the regular hourly rate is obtained by dividing the monthly salary by 130.

Overtime per performance year

5. For working days in excess of 224 days, the daily rate plus 50% shall be paid.

6. The regular hourly rate is obtained by dividing the monthly salary by 134, and the daily rate shall be equal to this hourly rate multiplied by 7.

## 10 § DAYS OFF

- 1. Dancers are entitled to 141 days off per performance year.
- 2. The arrangements for days off are agreed upon between the Opera and Ballet and Kansallisbaletin tanssijat ry at the beginning of each performance year. Efforts must be made to arrange for all Dancers' days off to be taken at the same time, but days off may also be arranged specifically to each production or group, or on an individual basis.
- 3. Efforts must be made to organise days off during the performance season insofar as they exceed 60 days.
- 4. Dancers shall have at least one day off every week to be announced at least ten (10) days in advance. A previously announced day off may not be changed without the Dancer's permission.
- 5. According to the Working Hours Act (872/2019), the weekly rest period can be placed at the turn of the week, partly in the previous week and partly in the following week, with most of it falling within the week of said rest period.
- The aim is to provide the Dancer with 3 consecutive days off during September-November, if this is possible for production and work organisation reasons.
- 7. During Easter week, Dancers shall have 6 days off beginning on the Monday. If, during Easter week, Dancers are exceptionally required to perform duties assigned to them by the Opera and Ballet, they shall be entitled to an equivalent continuous leave.
- 8. During the Finnish Musicians' Union's annual meeting of the Central Council held between April and June, and its General Assembly held every four years between May and September, Dancers who are members of Kansallisbaletin tanssijat ry and represent the Association at the above-mentioned meetings held at the same time shall be exempt from rehearsal work.
- 9. The Employer shall be informed on a timely basis which Dancers will participate in the afore-mentioned meetings.
- 10. Christmas Eve and Christmas Day shall be days off.

#### 11 § SUMMER AND ANNUAL LEAVE

 Annual leave and unused days off remaining at the close of the spring season shall be granted a continuous summer leave lasting a minimum of 60 days before the end of the performance year, and Dancers must be notified thereof two months before it is scheduled to begin. Exceptions may be made to the time limit and the principle of continuity described in subsection 1 above if they are unavoidable because of guest performances by the Opera and Ballet. All other cases are subject to local agreement with the shop steward.

- 2. The granting of annual leaves and payment of holiday pay and holiday compensation are subject to the provisions of the Annual Holidays Act (162/2005) and the provisions of this section.
- 3. With the exceptions stated in subsection 4 below, Dancers must be granted a continuous summer break consisting of a minimum of 30 days of annual leave, of which a minimum of 26 days shall be weekdays, during the holiday period.
- 4. Dancers who have been, or by the end of the performance year will have been, employed by the Opera and Ballet for one year, shall be granted, in addition to 24 weekdays off during the holiday period, an additional six (6) weekdays of annual holiday outside the holiday period between 1 October and 30 April or, should a Dancer so request, between 1 January and 30 September, to be taken either as a continuous leave or, by mutual agreement, in several periods.

A Dancer who has been, or by the end of the performance year will have been, employed by the Opera and Ballet for a minimum of five (5) years shall be entitled to an annual leave totalling 36 weekdays in the manner described above.

- 5. Holiday pay and holiday compensation shall be calculated on the basis of a salary paid for 26 weekdays. However, the holiday pay and holiday compensation of the Dancers referred to above in subsection 4 shall be based on 30 and 36 weekdays, respectively. The daily salary shall be calculated by dividing the monthly salary by 25. If the holiday pay calculated in this manner does not correspond to the salary otherwise paid to the Dancer, it shall be adjusted to correspond to the actual salary on the next pay day following the payment of the holiday pay.
- 6. Dancers are entitled to a supplement to their holiday pay corresponding to their regular performance and soloist fees.

The supplement corresponding to the above fees shall be added to the holiday pay in the following manner: the holiday pay calculated in accordance with subsection 5 shall be increased by a percentage equal to the percentage of the salary paid during the performance season accounted for by performance and soloist fees.

- 7. If an annual leave is interrupted as referred to in section 5(3) of the Annual Holidays Act and the Employer begins to pay sick pay as specified in section 14 of said Act, the Employer shall be entitled to receive the national sickness allowance accruing during this period as per the Sickness Insurance Act.
- 8. A Dancer's paid summer leave will be reduced by four (4) days per each calendar month during which the Dancer does not earn any annual leave

between 1 August and 31 July under the Annual Holidays Act. Such deducted days will include the Dancer's annual leave and days off.

A Dancer who is absent for the entire performance year (12 months) and does not earn any annual leave under the Annual Holidays Act, will not be entitled to any summer leave at all.

## 12 § HOLIDAY BONUS

- 1. Dancers shall be paid a holiday bonus consisting of 50% of their holiday pay referred to in section 11(5).
- 2. A holiday bonus is also paid on holiday compensation. However, a holiday bonus will not be paid on holiday compensation if the Employer terminates the Employee's employment due to the Employee's reprehensible conduct.
- 3. The holiday bonus shall be paid as a lump sum in August together with the regular pay, unless otherwise agreed. Holiday bonus accruing on holiday compensation shall be paid in conjunction with the holiday compensation. If employment ends before the pay date in August, the holiday bonus shall be paid as part of the final salary.
- 4. No holiday bonus shall be paid to Dancers who, without authorisation or presenting an acceptable reason, were absent from work immediately before their holiday began or immediately after it ended.

#### 13 § SALARY

- 1. Dancers shall be paid at least the salary stipulated in the Salary Agreement.
- 2. The Opera and Ballet shall pay Dancers' salaries in compliance with the principle of equal pay for women and men.
- 3. Salaries shall be paid monthly on a regular pay date announced in advance. If the payment date falls on a holiday or a day off, the salary shall be paid on the weekday immediately preceding the pay day. Having received a Dancer's authorisation, the Opera and Ballet will deduct from the Dancer's salary the amount specified by the Finnish Musicians' Union as its membership fee and forward it to said Union.

# 14 § TRAVEL EXPENSES, DAILY ALLOWANCE AND TOUR ALLOWANCE (deleted)

From 24 March 2023, Annex 1 applies

## 14 § SICK LEAVE, FAMILY LEAVES AND HEALTH CARE

Sick pay

- 1. Sick pay for a Dancer employed by the Opera and Ballet on a monthly salary is subject to the provisions of section 14 and also those of Annex 1.
- 2. 'Full salary' means either the initial salary plus seniority increments or a separately agreed monthly salary.
  - For soloist or performance fees lost during sick leave, a Dancer shall be paid compensation based on the calculated average of the performance fees paid to all Dancers during the previous performance year.
- 3. Compensation received by a Dancer during sickness under an insurance policy paid for by the Employer shall be deducted from the Dancer's sick pay provided the Opera has paid at least half of the premiums for such insurance.
  - If Dancers receive or would be entitled to accident compensation or other compensation under an insurance policy not paid for by themselves, they shall only be paid the portion of their statutory sick pay exceeding said compensation. However, annuities or any lump-sum accident compensation in lieu of the same received by the Dancer because of an accident that was not the cause of the current sick leave shall not be deducted from sick pay. If sick pay has already been paid before receipt of any of the compensations referred to above, the Employer shall be entitled to receive the compensation or to reclaim it from the Dancer.
- 4. If Dancers are entitled to receive sick pay from the Employer, they shall not be entitled to receive daily allowance under the Sickness Insurance Act for the same period except insofar as the daily allowance exceeds the sick pay received. The portion of the daily allowance not payable to the Dancer shall be paid to the Employer.

## Family leaves

- 5. In addition to the provisions of this section 14, the provisions of Annex 1 shall apply to the pregnancy and parental leave of Dancers. The term 'full salary' is defined above in subsection 2.
  - When the pregnancy and parental leave salary is calculated, the sum arrived at by calculating the average of the performance fees of all Dancers over a period of 12 months during the previous performance year shall be added to it.
- 6. The grant of a pregnancy leave shall not reduce the Dancer's right to receive other benefits under this Collective Agreement.

#### Temporary child-care leave

7. If a Dancer's child or another child who is under 10 years of age or disabled or chronically ill and who lives permanently in the Dancer's household falls suddenly ill, the Dancer shall be entitled to temporary child-care leave for a maximum of 4 working days at a time in order to arrange for the care of the child or to care for the child personally. This entitlement also applies to a parent who does not live in the same household with the child. The parents of a child entitled to temporary child-care leave shall have the right to take

temporary child-care leave during the same calendar period, but not simultaneously.

The Dancer is required to notify the Employer of any temporary child-care leave and its estimated duration as soon as possible. If the Employer so requires, Dancers shall present a reliable account of the grounds for temporary child-care leave.

## **Application directive**

A Dancer is not entitled to temporary child-care leave if one of the parents is at home, unless the parent at home is involved in an activity that prevents the child from being cared for on a daily basis or is otherwise incapable of caring for the child.

Both parents can take temporary child-care leave for a total of up to 4 working days in connection with the same illness affecting the child. Temporary child-care leave can, for example, be divided so that the child can be cared for by one parent in the morning and the other in the afternoon, if such an arrangement is appropriate for the organisation of the parent's work.

The right to leave is specific to child and illness. If a second child becomes ill or the first child contracts another illness, the Employee is entitled to a new period of child-care leave. The illness is determined in the same manner as the Dancer's own illness. If necessary, the Dancer must also present an account regarding why only one of the child's parents has been on temporary child-care leave for the duration of the illness.

The section does not apply to the normal care of a disabled or chronically ill child due to the disability or chronic illness concerned. However, the provisions on temporary child-care leave also apply to the sudden illness, such as a cold with fever, of disabled or chronically ill children under the age of 16.

## Entitlement to pay during temporary child-care leave

Dancers are paid a compensation for the period of temporary child-care leave, up to a maximum of 4 working days. The compensation is paid to the Dancer in accordance with section 14(2) and Annex 1. In order to have a day off with pay in case of illness as specified above, it must be demonstrated that taking the day off was absolutely necessary for caring for, or arranging care for, the person falling ill. Entitlement to pay is also subject to the condition that both parents are in gainful employment or the family is a single parent family, and that a similar account of the child's illness is presented as in the case of the Dancer's own illness.

## Application directive

A single parent is also one who lives permanently apart from his or her spouse or whose spouse is prevented from participating in child care due to residence in another locality on account of military service or reservist training, illness, travel, work or study, or any other compelling reason.

#### Other provisions

- 8. Sudden illnesses preventing participation in a performance must be reported immediately to the production supervisor.
- 9. If Dancers cannot perform their customary duties due to pregnancy, efforts shall be made to arrange some other suitable work for them as far as possible.

## Occupational health care

- 10. The Opera and Ballet shall provide Dancers with the services of specialist physicians whom they can consult free of charge; appointments can be made through the occupational health physician for consultation purposes.
- Dancers are entitled to reimbursement from the Opera and Ballet up to a locally agreed amount for the purchase of any contact lenses required for their work.
- 12. Dancers are entitled to locally agreed compensation for annual dental care costs.
- 13. Dancers shall be compensated for one course of physiotherapy prescribed by a physician for muscular tension or similar complications up to a locally agreed maximum amount.

## 15 § GROUP LIFE INSURANCE

Arrangements shall be made to take out group life insurance policies for Dancers as agreed between the central labour market organisations.

## 16 § PERMANENT DISABILITY AND OLD AGE SECURITY

Artists shall be entitled to receive invalidity, old age and survivors' pensions from the Opera and Ballet in a manner specified in the pension regulations adopted by the Supervisory Board of the Finnish National Opera and Ballet Foundation.

#### Minuted note

Under the by-laws of the Opera and Ballet Foundation, the decision-making powers regarding supplementary pensions previously held by the Supervisory Board are now exercised by the Board.

## 17 § VIOLATIONS

- Each warning shall be given within a reasonable period of time of the violation or the date when the Employer became aware of the violation, and a written notification shall be made thereof to the shop steward and Kansallisbaletin tanssijat ry.
- 2. Before any cancellation of an employment contract, Kansallisbaletin tanssijat ry must be consulted. It shall issue its statement within 3 days of the matter being brought to its attention.

## 18 § STUDY LEAVE

- 1. A Dancer shall be entitled to study leave as provided in the Study Leave Act (273/79) and the Study Leave Decree (864/79).
- 2. The trade union training referred to in section 5(2) of the Study Leave Act is taken to mean training in employment-related matters and/or occupational safety organised jointly for both Parties or accepted by both Parties as joint training. However, a maximum of 30 calendar days in the same calendar year spent in trade union training shall not be considered study leave if the Opera has paid the Dancer a salary during the period concerned.
- 3. The training referred to in section 5(1) of the Study Leave Act is considered to include training in Dancers' techniques of expression and other basic, advanced and supplementary training, regardless of whether it is provided by an educational establishment as defined in section 5(1) of said Act or in some other training context, and this training shall be considered study leave as defined in subsection 1 above.
  - Upon application, the Opera and Ballet shall grant study leave of a minimum of two (2) months to a Dancer who has received a State artist grant for a minimum of six (6) months, for training beginning at the start of the following performance year, provided that the application has been submitted to the Opera and Ballet no later than eight (8) months before the beginning of the training or course. Where possible, the Opera and Ballet will also grant a Dancer study leave at other times provided that the application is submitted on a timely basis.
- 4. The duration of study leave shall be considered equivalent to working time as provided in section 3(5) paragraph 11a of the Annual Holidays Act. If, however, the study leave has been granted on the basis of subsection 3 paragraph 2 above, a maximum of two months of the training shall be considered equivalent to working time.

In the course of any one calendar year, a maximum of two months of study leave granted on the basis of subsection 3 paragraph 2 above, and a maximum of 30 calendar days of study leave in other cases, shall be regarded as service entitling the Employee to seniority increments.

If the Opera and Ballet has requested that a Dancer attend professional training, this leave of absence shall not affect the Dancer's right to annual leave or other benefits of continuous service.

5. If a Dancer's incapacity for work due to illness, the birth of a child or an accident begins during study leave and extends over a continuous period of more than 7 days, the part of the disability period exceeding this shall not be considered study leave if so requested by the Dancer without undue delay. The interruption of study leave due to incapacity for work caused by childbirth is considered to end 6 weeks after the delivery, unless otherwise indicated by medical certificate.

## 19 § MISCELLANEOUS PROVISIONS

- 1. Dancers must without delay provide the Opera with their address and telephone number and any changes thereto, and also information on how to reach them when out of town.
- 2. The Opera and Ballet shall acquire all clothing and equipment required for performances. If Dancers use their own clothing and equipment, the Opera shall pay compensation as separately agreed.
  - Clothing, equipment and material assigned to Dancers by the Opera and Ballet may not be used by them for any purpose other than that specified by the Opera and Ballet.
  - If Dancers deliberately or through negligence lose clothing or equipment entrusted to them, they shall be liable to compensate for such loss. Conversely, the Opera and Ballet shall be liable to compensate Dancers for any damage to clothing or equipment belonging to them occurring in the course of any work assigned to them by the Opera and Ballet.
- 3. A Dancer may not perform, direct or rehearse in any other theatre or on any other stage without the permission of the Opera and Ballet management.
  - The provisions of this subsection shall not be binding on Dancers when on leave or holidays.
- 4. Productions of the Opera and Ballet shall not be performed elsewhere, in whole or in part, unless organised or explicitly authorised by the Opera and Ballet. The provisions of the Copyright Act shall also be taken into consideration.

## 20 § LOCAL BARGAINING

 Exceptions may be made to the provisions of sections 6, 7 (9, 13, 14, 15 and 17) and 11(1) of this Collective Agreement if so locally agreed. Local agreements within the meaning of the Collective Agreement can be concluded between the Employer and the shop steward. In addition, matters that can be agreed locally under the provisions of the Collective Agreement may be agreed locally.

The provisions of Chapter 2 of the Co-operation Act (1333/2021) may be agreed differently at local level. However, it cannot be agreed locally that there should be no discussions at all.

In the event of an unforeseeable and exceptional situation, the lay-off notice referred to in Chapter 5, Section 4 of the Employment Contracts Act may be agreed differently at local level.

- 2. A local agreement can be made for a fixed or indefinite term. An open-ended agreement valid for an indefinite period of time may be terminated subject to three (3) months' notice unless otherwise agreed. At the request of either Party, a local agreement must be made in writing.
- 3. A local agreement does not entail union-level approval.

## 21 § SHOP STEWARD

- 1. The term 'shop steward' refers to an Employee who is covered by this Collective Agreement and elected by the Dancers to represent them and named as such to the Employer.
- 2. The shop steward shall be elected from among the regular members of the Opera and Ballet, who shall be provided with the opportunity to participate in the election. Kansallisbaletin tanssijat ry shall be entitled to organise the election where necessary. The election of the shop steward may be held at the workplace if so agreed with the Employer in advance.
- 3. The Employer shall be given written notification of the elected shop steward.
- 4. The principal duty of the shop steward, as the representative of Employees covered by this Collective Agreement, is to ensure that this Collective Agreement is complied with and to lead negotiations on behalf of the Employees concerning the agreement in the manner agreed upon in section 23 of this Collective Agreement.
- 5. The shop steward shall also represent the Employees in matters concerning the application of labour legislation.
- 6. In case of any uncertainty or disagreement regarding an Employee's salary or other employment-related issues, the shop steward must be provided with all the information relevant to the settlement of the dispute.
- 7. The shop steward is entitled to be informed, at regular intervals agreed locally, of the average monthly earnings of the Employees covered by this Collective Agreement by job group and their position in the pay scale of the Collective Agreement, in a manner that does not reveal the pay of individual Employees.
- 8. The shop steward's employment relationship may not be terminated for reasons related to his or her position as a shop steward.

- 9. If the regular work of persons elected as shop steward prevents them from carrying out their elected duties, this arrangement must not reduce their earnings.
- 10. The shop steward's employment relationship shall not be terminated except in cases where it is mutually agreed that he or she cannot be assigned duties appropriate for his or her profession or otherwise suitable for him or her.

The shop steward's employment relationship shall not be terminated due to illness, nor may it be cancelled pursuant to Chapter 8 of the Employment Contracts Act on the grounds that the shop steward has violated the administrative provisions concerning working hours or the provisions of chapter 3, section 1 of the Employment Contracts Act.

If the Opera and Ballet fails to comply with the afore-mentioned provisions, it shall be obligated to pay the shop steward a maximum of 6 months' salary by way compensation.

- 11. Where possible, an Employee acting as shop steward shall be notified of any termination of employment at least 3 months in advance. The grounds for termination shall always be indicated in such a notification given to the shop steward.
- 12. Advance notice of termination of employment given to the shop steward shall also be forwarded to the trade union branch which elected him or her. The above advance notice provisions do not, however, apply in cases where the Employer is legally entitled to terminate employment without advance notice.
- 13. If necessary, the shop steward shall be exempted from work in order to attend to his or her duties. Such exemption shall be granted immediately in cases requiring urgent attention.
- 14. If the shop steward attends to the duties agreed on with the Employer outside regular working hours, he or she shall be paid additional work compensation for the time so used, or receive other agreed-upon additional compensation.
- 15. The shop steward is entitled to participate in training courses organised by the Finnish Musicians' Union and those jointly approved by PALTA annually. The Employer shall pay the shop steward attending the training a monthly salary for the duration of the training and reimburse accommodation and travel expenses in accordance with the Travel Annex to the Collective Agreement.
- 16. Where possible, the Opera and Ballet shall make permanent and appropriate facilities available to the shop steward for the storage of documents and office supplies necessary for the performance of his or her duties.
- 17. All negotiation procedures shall be governed by the provisions of this Collective Agreement.
- 18. The Opera and Ballet shall pay the shop steward compensation for telephone calls as locally agreed.

19. The Opera and Ballet will pay the shop steward compensation for time and loss of income in the amount of EUR 380.20 as of 1 May 2023 and EUR 391.61 as of 1 June 2024.

## 22 § REPRESENTATION OF DANCERS IN THE OPERA MANAGEMENT

- Kansallisbaletin tanssijat ry shall participate in the administration of the Opera and Ballet through representatives elected to the Opera and Ballet's administrative bodies in accordance with the Opera and Ballet Regulations.
- 2. When the General Director of the Opera and Ballet or the Artistic Director of the Ballet is being appointed, a statement on the candidates shall be requested from Kansallisbaletin tanssijat ry.
- 3. Meetings of the Supervisory Board, the Board and its working committee, consultative committee and departments shall be held at times when the personnel representatives can attend without being prevented from doing so by their work at the Opera.

#### 23 § DISPUTE RESOLUTION

Any disputes arising from the interpretation and application of this Collective Agreement shall first be discussed between the representative of the Opera and Ballet and the shop steward representing the staff group concerned.

If no agreement can be reached in the negotiations, the parties may refer the matter to the signatory organisations.

The afore-mentioned negotiations shall begin within two (2) weeks after the other party has been given written notice of the dispute and has been requested to negotiate, unless the parties agree to a longer period.

If the dispute cannot be settled between the organisations, the party concerned can take the dispute to the Labour Court. No action may be filed with the Labour Court until the negotiations between the organisations are completed and either Party issues a written statement verifying that the negotiations have been terminated.

#### 24 § INDUSTRIAL PEACE

During the period of validity of this Agreement, the Parties may not take industrial action concerning any aspect of this Agreement.

## 25 § SURVIVAL CLAUSE

If the amount of public funding received by the Opera and Ballet is essentially reduced or if there are material changes in the form of funding or if the overall financial position of the Opera and Ballet is materially eroded and the Employer is,

for the above-mentioned reasons, heading for financial difficulties likely to lead to a decrease in the use of labour in the field of activity under this Agreement, the applicability of the provisions of the Collective Agreement will be re-assessed under the changed circumstances. Based on such changed circumstances, an agreement will be made with the shop steward on departures from the provisions of the Collective Agreement in order to safeguard the necessary preconditions for operations and save jobs. Any such agreement will be made for a fixed term for a maximum period of one year. If necessary, the Parties may consult expert advisers.

If it is locally determined that the changed circumstances call for amendments to the provisions of the Collective Agreement, the Parties will agree on the necessary changes to safeguard the necessary preconditions for the operations of the Opera and Ballet and to save jobs.

## 26 § PERIOD OF VALIDITY AND TERMINATION OF THE AGREEMENT

The new agreement period will end on 28 February 2025.

The agreements will remain in force after 28 February 2025 for one year at a time, unless terminated in writing at least two months before the end of the agreement period. When a new Collective Agreement and Salary Agreement are under negotiation, the provisions of the previous agreements shall remain in force until the new agreements are concluded or the negotiations have otherwise been completed.

Any notice must be given in writing. The letter giving notice must include a memo concerning points needing to be negotiated when a new Collective Agreement and Salary Agreement are concluded.

Negotiations on a new agreement must commence without delay no later than 2 weeks after the issuance of the notice.

Helsinki, 24 March 2023

SERVICE SECTOR EMPLOYERS PALTA

FINNISH MUSICIANS' UNION

# ANNEX 1 General provisions concerning work disability and pregnancy and parental leave

An Employee's entitlement to sick leave and compensation due to incapacity for work resulting from sickness, an accident at work or occupational disease as well as pregnancy and parental leave shall be determined in accordance with this Annex, unless otherwise agreed in the Collective Agreement or Salary Agreement. In other respects, the Employment Contracts Act (55/2001) and the Health Insurance Act (1224/2004) are complied with (incorporated by reference).

# 1 § Compensation for periods of absence

Compensation for periods of absence include the pay in accordance with the applicable Collective Agreement or Salary Agreement, including any seniority or competence bonuses. In addition, compensation includes other regularly recurring monthly pay items, bonuses and extra allowances of a certain amount. The hourly wage of Employees paid by the hour for regular working hours is determined in accordance with the average hourly earnings paid in the last full pay period.

## 2 § Right to sick leave

- An Employee is entitled to sick leave if he or she is prevented from performing his or her duties due to incapacity for work due to a proven illness, defect or injury.
- 2. The Employee must present an acceptable medical certificate of incapacity for work in accordance with the most current guidelines of the Opera and Ballet.

#### 3 § Compensation for sick leave

- 1. For sick leave referred to in section 2, Employees are entitled to the following:
  - a. A salary in accordance with section 1 without any reductions if the total number of sick leave days in a calendar year does not exceed 60;
  - b. 75% of the salary determined in section 1 for the number of sick leave days that exceed 60 in a calendar year; and
  - c. 60% of the salary determined in section 1 for the number of consecutive sick leave days that exceed 180 from the date of commencement of sick leave.
- 2. After the turn of the calendar year, sick pay is due as per subsection paragraphs a and c also when the number of consecutive sick leave days has exceeded 180.
- 3. Under this section, an Employee is entitled to pay for consecutive sick leave for a maximum period of one year.

- 4. Sick leave is considered consecutive if the Employee has not been at work for at least 30 calendar days between periods of sick leave or if the periods of sick leave are not clearly due to different cases of illness or different accidents or cases of occupational disease.
- 5. The Employee is paid a sick leave supplement for the period of paid sick leave. The amount of the supplement for each day of sick leave is 1/365 of the total number of evening and Sunday work bonuses paid in the preceding performance year.

# 4 § Accidents at work and occupational diseases

- 1. Where the absence referred to in section 2 is due to an accident at work or occupational disease, the Employee shall be paid for each accident or occupational disease in the following way:
  - a. A salary in accordance with section 1 without any reductions, insofar as the number of sick leave days does not exceed 90;
  - b. 75% of the salary determined in section 1 for the number of sick leave days that exceed 90 in a calendar year; and
  - c. 60% of the salary determined in section 1 for the number of sick leave days that exceed 180.
- 2. If the incapacity for work due to the same accident or occupational disease persists or recurs in the calendar years following the year in which it began, the Employee shall be paid for these periods of incapacity for work in accordance with the provisions of section 3, subsections 1 and 2. However, the pay is always paid without any reductions for at least 90 days of sick leave from the time the incapacity for work first began.
- 3. The pay referred to in this section shall not be paid where the accident is intentionally caused by the Employee.
- 4. In cases where, according to the Occupational Accidents, Injuries and Diseases Act (459/2015), accident compensation is not granted in full, the pay shall be paid by way of derogation from subsection 1 of this section in accordance with the provisions on sick pay.

# 5 § Coordination of an Employee's sick pay compensations

The compensations referred to in sections 3-4 above shall be paid to the Employee independently of each other.

## 6 § Pay for pregnancy and parental leave

1. An Employee who is entitled to pregnancy allowance under Chapter 9, Section 1 of the Health Insurance Act (28/2022) shall be paid the salary provided

for in Section 1 from the beginning of the pregnancy allowance period for a maximum of 40 consecutive weekdays.

The payment of the salary is also subject to the following conditions:

- the pregnancy leave must be applied for at least two months before it is due to start, and
- a certificate is presented to the Employer stating the duration of the pregnancy and the calculated date of childbirth.
- 2. An Employee who is entitled to parental allowance under Chapter 9, Section 5(1-3) or Chapter 9, Section 9 of the Health Insurance Act (28/2022) shall be paid the salary provided for in Section 1 for the first 32 days of the parental allowance period. Parental leave in excess of this period is unpaid.

The payment of the salary is also subject to the following conditions:

- the parental leave must be applied for at least two months before it is due to start.
  - If the duration of the parental leave requested is 12 weekdays or less, paid parental leave can only be granted if the request is made at least one month before the leave is due to start. When giving notification of leave to care for an adopted child, the notification period prescribed above should be observed whenever possible, and
- a certificate of the birth of the child or a certificate of the validity of the adoption must be presented to the Employer on request.

The first 32 weekdays of parental leave are the first 32 weekdays of the parental allowance period under the Health Insurance Act.

#### Transition provision

The provisions on family leave in the Collective Agreement and in Annex 1 will apply upon entry into force of the agreement to Employees who are covered by the amendments to the Health Insurance Act that entered into force on 1 August 2022 and whose entitlement to pregnancy or parental leave begins on or after 24 March 2023.

If the Employee is subject to the family leave provisions of the Health Insurance Act in force on 31 July 2022 or if the entitlement to pregnancy or parental leave started before 24 March 2023, the employment relationship is subject to the maternity and paternity leave provisions of the Collective Agreement in force from 25 February 2022 to 23 March 2023.

3. When applying for pregnancy leave and parental leave, the Employee must endeavour to inform the Employer when and how the family is going to take the leave.

# 7 § Transfer of pregnancy and parental allowance to the Employer

- 1. An Employee's entitlement to daily, pregnancy or parental allowance under the Health Insurance Act shall transfer to the Employer to the extent that the amount of daily, pregnancy or parental allowance does not exceed the amount of salary received during the same period.
- An Employee who is paid a salary in accordance with this Annex during periods of sick, pregnancy or parental leave is obliged to comply with the regulations and guidelines issued under the Health Insurance Act for claims where the daily, pregnancy or parental allowance is to be paid to the Employer.
- 3. The pay for sick, pregnancy or parental leave can be reduced by the amount of daily, pregnancy or parental allowance if the right to daily, pregnancy or parental allowance is not transferred to the Employer because the Employee has failed to comply with the regulations and guidelines referred to in the previous section.

#### ANNEX 2 Travel

#### Travel time

- 1. Travel arrangements must be made so as not to waste time or incur costs beyond what is necessary for carrying out the required duties.
- 2. For travel days, pay is paid for the time spent on the trip for which the Employee is otherwise prevented from receiving pay because of the tour, up to a maximum period for which he or she receives pay equivalent to his or her regular daily working time. Travel time does not count as working time.
- 3. Travel on Sundays, public holidays and other days off prescribed by the working hours system for the Employee shall be paid for up to eight hours of travel time in accordance with the Employee's regular working hours, at the simple hourly rate of pay.
- 4. When the nature of the Employee's duties is such that it is up to him or her to decide how to travel and use his or her working time, no compensation for travel time is paid.
- 5. As far as possible, efforts should be made to give the Employee a daily break between the end of the trip and the start of the next work shift.

#### **Application directive**

Travel time pay is, firstly, compensation for the loss of earnings caused by the fact that the Employee is otherwise prevented from receiving pay because of travel. Compensation is then paid for a maximum period allowing the Employee to receive a salary corresponding to his or her regular daily working time. If the Employee should work during the working day while travelling, the travel time pay is paid on this basis only for those hours of travel which represent the difference between the working time under the working time system and the actual working time. As stated in Section 3(2) of the Working Hours Act (872/2019), this travel time does not count as working time.

Travel time pay shall be paid on the basis of section 3(2) for travel on Sundays, public holidays and other days off prescribed by the working hours system for the Employee for up to eight hours of travel time in accordance with the Employee's regular working hours, at the simple hourly rate of pay. Travel time pay is only paid for the time actually spent travelling. When the Employee is on weekly time off or otherwise resting, the travel time pay is not due. Stopovers related to the purpose of the trip (e.g. at intermediate stations) are counted as travel time. On Sundays and other public holidays, the concept of a day is determined by the start and end of the working day of the person concerned, irrespective of the period for which the pay increment for Sunday work is due.

It is not possible to determine by a general rule who would be in a position, within the meaning of section 3(5), to be exempt from the contractual provisions on travel time pay. In each individual case, attention must be paid to, among other things, the nature of the duties, the person's position in the organisation and what has been considered when determining the criteria for his or her remuneration.

# Reimbursement of travel expenses

- 1. These provisions apply to the reimbursement of travel expenses for domestic and foreign business trips, unless otherwise provided, prescribed or agreed.
  - An Employee who is entitled to reimbursement of travel expenses for the performance of a task from a party requesting its performance, shall receive reimbursement of travel expenses from the Employer's funds only to the extent that the reimbursement paid by the requesting party is less than the reimbursement provided for under these provisions.
- 2. Travel expenses are considered to be the extra expenses incurred by the person concerned as a result of a work trip.
  - Travel expenses are reimbursed in the form of a travel allowance, daily allowance, meal allowance, accommodation and hotel allowance and an overnight travel allowance. Also, certain other types of compensation may apply.
- 3. The travel allowance and daily allowance are paid in accordance with the Tax Administration's decision on tax-free travel allowances in force at the time.
- 4. The work trip must be made in the shortest possible time and at the lowest possible overall cost, with due regard to the appropriate and safe performance of the work trip and the duties assigned to the person concerned.

#### Application directive

When choosing how to travel, attention must be paid not only to the direct cost of the trip, but also to other factors that affect the overall cost, including the impact of the trip on the use of working time. Any specific factors affecting the duration, mode of travel and cost of the trip should be set out in a travel plan before the trip. In addition to the savings in working time, significant savings in leisure time can also be taken into account when comparing different options.

If, for a justified reason to reduce the overall cost of a business trip (for example, because of a package deal in the case of trips abroad), 'extra travel time' is included that is not required by the travel plan as such, this travel time is only reimbursable if it is included in the travel plan. The inclusion of additional travel time in the travel plan is always subject to the condition that the overall cost of the trip is significantly reduced and that the increase in travel time is proportionate to the

savings achieved and that the trip is therefore carried out in the most advantageous way for the Employer as a whole.

No more compensation will be paid for a work trip than what would have been due if the trip had been done by the most advantageous way for the Employer. For example, a work trip by private car will be reimbursed at the cost of what the trip would have cost using public transport had this been cheaper. If no other adequate explanation is provided, general fares can be used to calculate the cost of public transport (e.g. single ticket price or Matkahuolto fare tables).

5. The person concerned is reimbursed for the cost of the ticket, reserved seat and sleeping berth, freight charges for the transport of essential equipment and other similar essential travel expenses. The cost of using a taxi or a chartered or hired vehicle may be reimbursed if its use is justified, taking into account the conditions set out in point 4. The cost of long-term parking at airports and railway stations and in connection with hotel accommodation will be reimbursed based on receipts, up to a maximum period of 3 days per work trip.

# 6. Special charges

On work trips, the following expenses will be reimbursed on presentation of supporting documents:

- airport tax;
- passport and visa fees when travelling abroad;
- the cost of necessary medication and vaccines;
- for travel abroad, the premium for luggage insurance up to EUR 1,600, and the premium for single trip travel insurance for a work trip of up to 31 days, to the extent that it entitles you to reimbursement of expenses in the event of travel illness, accident or cancellation or interruption of your trip, or a premium of up to EUR 50 for travel insurance taken out for the whole year;
- telephone and communication expenses necessary for making travel arrangements and taking care of work-related matters provided that they are duly substantiated;
- safe deposit box rent charged in connection with hotel accommodation;
- other comparable necessary charges similar to the items listed above.

# 7. Expense reports and receipts

Travel expenses must be claimed by submitting an expense report to the Employer within two months of the end of the trip, on pain of forfeiting the right to reimbursement. The Employer may, for special reasons, order that compensation must be applied for sooner after the trip, while still allowing a reasonable period of time for doing so. On request, the Employer may authorise the payment of compensation even if the claim has not been submitted within the time limit. Receipts for expenses incurred must be attached to the expense report, where available.

#### **SALARY AGREEMENT 2023–2025**

BETWEEN SERVICE SECTOR EMPLOYERS PALTA AND THE FINNISH MUSICIANS' UNION CONCERNING THE SALARIED DANCERS OF THE FINNISH NATIONAL OPERA AND BALLET

# 1 § SCOPE OF APPLICATION

This Salary Agreement determines the terms of pay for all Dancers employed by the Finnish National Opera and Ballet on a monthly salary basis.

## 2 § SALARY GRADES

Dancers shall be paid according to the following M salary grades:

M 20

M 21

M 22

M 23

M 24

M 25

A Dancer may be hired as a trainee at a salary grade of M18 for a period of no more than three (3) years.

#### Minuted note:

Dancers in the Youth Group (Youth Ballet) starting on 1 August 2013 may be hired at the specified salary grade for the entire duration of the traineeship.

# 3 § JOB CLASSIFICATION AND PERFORMANCE FEES

Job classification

AA role Leading role or highly demanding solo role in a full-length ballet

A role Leading role in a miniature ballet, demanding solo role or very big role

BB role Solo role, big role or highly demanding chorus duty

B role Chorus duty (more demanding), small role or small solo role

C role Chorus duty

Performance fees shall be paid according to the following point scale:

The value of one point shall be EUR 34.72 as of 1 May 2023 and EUR 35.59 as of 1 June 2024.

AA role 8 points
A role 5 points
BB role 4 points
B role 3 points
C role 2 points

## Mini-ballet performance fees:

	Single bill	Double bill	Triple bill	
A role	5 points	7.5 points	10 points	
B role	3 points	4.5 points	6 points	
C role	2 points	3 points	4 points	

Trainees shall be paid performance fees.

If a Dancer appears in two roles in a single full-length work, the performance fee shall be paid according to the role with the higher grade.

If a Dancer appears in two roles in different works during the same performance, the role with the higher grade shall determine which work is considered the 'base work' (or 1st work).

If a Dancer appears in 3 or more acts during a single full-length work, one (1) extra point shall be added to the performance fee basis.

If a Dancer has to perform other duties in addition to dancing, extra compensation for each performance shall be agreed upon separately.

For example, compensation per performance for performing a singing part is EUR 26.58 as of 1 May 2023 and EUR 27.24 as of 1 June 2024.

Compensation for gala performances can be agreed locally with the shop steward.

#### 4 § SUBSTITUTION FEES

If a Dancer is called upon to substitute for another Dancer and learn his or her part in accordance with section 4(3) of the Collective Agreement at an exceptionally short notice, or if a Dancer is called upon to replace another Dancer in the middle of a performance, the substitute Dancer shall be entitled to extra compensation determined by how demanding and how urgent such substitution is. The points defined for euro-denominated performance fees in the table above shall be used as a basis for calculating compensation as detailed below.

## Urgency

1. Notified on the day preceding the performance or at shorter notice.

AA role	A role	B role	C role	
9x8 pts	9x5 pts	6x3 pts	3x2 pts	

2. Preparation time 2 to 3 days.

AA role	A role	B role	C role	
6x8 pts	6x5 pts	4x3 pts	2x2 pts	

3. Preparation time 4 to 7 days.

AA role	A role	B role	C role
4x8 pts	4x5 pts	2x3 pts	1x2 pts

4. Preparation time 8 to 10 days, applicable only to AA and A roles.

AA role	A role		
2x8 pts	2x5 pts		

The urgency classification shall be determined from the moment when the Dancer has the first rehearsal for the substitution.

Substitution fees can be agreed locally with the shop steward.

# 5 § RECORDINGS

Any TV broadcasts made of performances by the Finnish National Ballet shall be compensated for in accordance with the Recording Agreement concluded between the Finnish National Opera and Ballet and the Finnish Musicians' Union.

# 6 § TOUR ALLOWANCE (deleted as of 24 March 2023)

# 6 § NEGOTIATION PROCEDURE

Any disputes arising from this agreement shall be subject to negotiation as provided in the Collective Agreement covering Dancers of the Finnish National Ballet.

#### 7 § VALIDITY

The new agreement period will end on 28 February 2025.

The agreements will remain in force after 28 February 2025 for one year at a time, unless terminated in writing at least two months before the end of the agreement period. When a new Collective Agreement and Salary Agreement are under negotiation, the provisions of the previous agreements shall remain in force until the

new agreements are concluded or the negotiations have otherwise been completed.

Any notice must be given in writing. The letter giving notice must include a memo concerning points needing to be negotiated when a new Collective Agreement and Salary Agreement are concluded.

This Agreement has been executed in duplicate (2 copies), with one copy for each Party.

Helsinki, 24 March 2023

SERVICE SECTOR EMPLOYERS PALTA

FINNISH MUSICIANS' UNION

#### AGREEMENT ON LOCAL BARGAINING

## Provisions on local bargaining

1 §

With regard to trainees at the National Ballet, contracts may be locally made in derogation from the provisions of the Collective Agreement regarding working hours.

2 §

Representing the Parties to the negotiations and contracts may be the Employer bound by the Collective Agreement or its representative and the shop steward representing the Employees involved. Additionally, the Parties to the Collective Agreement may agree on local exceptions to the Collective Agreement.

3 §

For such a contract to be valid, it shall be made in writing and it shall identify the Parties to whom it applies. Additionally, the contract must identify the provisions on working hours specified in the Collective Agreement in respect of which an exception is made and indicate the contents of such exceptional provisions.

4 §

A local agreement will take effect on the agreed-upon date, yet no earlier than one month from the date when the Parties to the Collective Agreement are informed of the contract in writing. A party to the Collective Agreement is entitled to contest a local agreement within one month of receipt of the notice of such an agreement if the local agreement has been made in violation of the Collective Agreement or the law. If so, the Parties to the Collective Agreement may amend the local agreement through negotiations. Such an amended local agreement shall take effect on the date agreed upon between the Parties to the Collective Agreement.

5 §

A local agreement shall have the same legal effect as a Collective Agreement between the Parties whose provisions shall be applied to trainees as they stand in all other respects.

6 §

Any disputes concerning the interpretation of the local agreements based on the foregoing provisions shall be settled following the same procedure as in the settlement of disputes arising from the Collective Agreement.

1 November 2013

SERVICE SECTOR EMPLOYERS PALTA

FINNISH MUSICIANS' UNION

PAY SCALES
M SCALE, 1 MAY 2023, DANCERS

Seniority bonus	0	1	2	3	4	5	6
	0	1	4	8	11	15	18
Years	U	Į	4	0	11	15	10
Tot. age	yr/mo						
Tot. age	0 / 0 —	1 / 0 —	4 / 0 –	8 / 0 —	11 / 0 —	15 / 0 —	18 / 0 –
	1 / 0	4 / 0	8 / 0	11 / 0	15 / 0	18 / 0	65 / 0
Grade	EUR						
M10	1,795.23	1,883.02	1,975.21	2,071.99	2,163.46	2,237.80	2,281.77
M11	1,825.97	1,915.31	2,009.09	2,107.58	2,200.63	2,276.27	2,321.01
M12	1,860.40	1,951.45	2,047.04	2,147.43	2,242.29	2,319.38	2,364.99
M13	1,894.49	1,987.24	2,084.65	2,186.90	2,283.54	2,362.07	2,408.53
M14	1,937.38	2,032.28	2,131.92	2,236.56	2,335.42	2,415.76	2,463.31
M15	1,986.27	2,083.62	2,185.80	2,293.13	2,394.54	2,476.96	2,525.71
M16	2,052.06	2,152.67	2,258.33	2,369.28	2,474.11	2,559.32	2,609.73
M17	2,130.74	2,235.30	2,345.09	2,460.38	2,569.32	2,657.86	2,710.25
M18	2,229.37	2,338.87	2,453.83	2,574.55	2,688.63	2,781.34	2,836.19
M19	2,338.20	2,453.15	2,573.83	2,700.55	2,820.26	2,917.59	2,975.17
M20	2,465.90	2,587.23	2,714.62	2,848.38	2,974.77	3,077.52	3,138.28
M21	2,634.82	2,764.59	2,900.85	3,043.91	3,179.12	3,289.00	3,353.98
M22	2,909.31	3,052.81	3,203.48	3,361.68	3,511.17	3,632.68	3,704.53
M23	3,063.19	3,214.38	3,373.14	3,539.81	3,697.32	3,825.34	3,901.06
M24	3,265.69	3,426.97	3,596.35	3,774.20	3,942.24	4,078.83	4,159.92
M25	3,492.29	3,664.93	3,846.20	4,036.53	4,216.93	4,363.74	4,450.60
M26	3,829.00	4,018.47	4,217.95	4,427.75	4,626.00	4,787.15	4,882.45
M27	4,229.91	4,440.30	4,661.20	4,893.17	5,112.37	5,290.53	5,395.91
M28	4,669.12	4,901.49	5,145.47	5,401.64	5,643.72	5,840.46	5,956.84

# M SCALE, 1 JUNE 2024, DANCERS

Seniority bonus	0	1	2	3	4	5	6
						_	
Years	0	1	4	8	11	15	18
Tot. age	yr/mo						
Tot. age	0 / 0 —	1 / 0 —	4 / 0 —	8 / 0 —	11 / 0 —	15 / 0 —	18 / 0 –
	1/0	4 / 0	8 / 0	11 / 0	15 / 0	18 / 0	65 / 0
Grade	EUR						
M10	1,840.11	1,930.10	2,024.59	2,123.79	2,217.55	2,293.75	2,338.81
M11	1,871.62	1,963.19	2,059.32	2,160.27	2,255.65	2,333.18	2,379.04
M12	1,906.91	2,000.24	2,098.22	2,201.12	2,298.35	2,377.36	2,424.11
M13	1,941.85	2,036.92	2,136.77	2,241.57	2,340.63	2,421.12	2,468.74
M14	1,985.81	2,083.09	2,185.22	2,292.47	2,393.81	2,476.15	2,524.89
M15	2,035.93	2,135.71	2,240.45	2,350.46	2,454.40	2,538.88	2,588.85
M16	2,103.36	2,206.49	2,314.79	2,428.51	2,535.96	2,623.30	2,674.97
M17	2,184.01	2,291.18	2,403.72	2,521.89	2,633.55	2,724.31	2,778.01
M18	2,285.10	2,397.34	2,515.18	2,638.91	2,755.85	2,850.87	2,907.09
M19	2,396.66	2,514.48	2,638.18	2,768.06	2,890.77	2,990.53	3,049.55
M20	2,527.55	2,651.91	2,782.49	2,919.59	3,049.14	3,154.46	3,216.74
M21	2,700.69	2,833.70	2,973.37	3,120.01	3,258.60	3,371.23	3,437.83
M22	2,982.04	3,129.13	3,283.57	3,445.72	3,598.95	3,723.50	3,797.14
M23	3,139.77	3,294.74	3,457.47	3,628.31	3,789.75	3,920.97	3,998.59
M24	3,347.33	3,512.64	3,686.26	3,868.56	4,040.80	4,180.80	4,263.92
M25	3,579.60	3,756.55	3,942.36	4,137.44	4,322.35	4,472.83	4,561.87
M26	3,924.73	4,118.93	4,323.40	4,538.44	4,741.65	4,906.83	5,004.51
M27	4,335.66	4,551.31	4,777.73	5,015.50	5,240.18	5,422.79	5,530.81
M28	4,785.85	5,024.03	5,274.11	5,536.68	5,784.81	5,986.47	6,105.76