# Contents

FINAL	_ PROTOCOL	1
1 §	SCOPE OF THE AGREEMENT	12
2 §	GENERAL AGREEMENTS	12
3 §	COMMENCEMENT AND DURATION OF EMPLOYMENT	12
4 §	OPERA SINGER'S DUTIES	13
5 §	PERMISSION TO HOLD SECONDARY POSITIONS	14
6 §	COMPETING ACTIVITY	14
7 §	NON-COMMERCIAL RECORDINGS	14
8 §	PREPARATION OF A PERFORMANCE	14
9 §	WORKING HOURS	15
10 §	DAILY REST PERIODS	19
11 §	OVERTIME AND SUNDAY WORK	19
12 §	DAYS OFF	20
13 §	ANNUAL LEAVE	21
14 §	HOLIDAY BONUS	21
15 §	TRAVEL (deleted)	22
From	24 March 2023, Annex 5 applies	22
15 §	SICK LEAVE, FAMILY LEAVES AND HEALTH CARE	22
16 §	PERMANENT DISABILITY AND OLD AGE SECURITY	25
17 §	SHOP STEWARD	25
18 §	CONSULTING THE OPERA SINGERS ON THE APPOINTMENT OF OPERA MANAGEMENT	27
19 §	LOCAL BARGAINING	27
20 §	DISPUTE RESOLUTION	28
21 §	INDUSTRIAL PEACE	28
22 §	SURVIVAL CLAUSE	28
23 §	PERIOD OF VALIDITY AND TERMINATION OF THE AGREEMENT	29
ANNE	X 1 Salary Agreement	30
ANNE	X 2 Protocol on Visiting Opera Singers	35
ANNE	X 3 Chorus Extras, Protocol	37
ANNE	EX 4 General provisions concerning work disability and pregnancy and parental le	
ANNE	X 5 Travel	
l ocal	hargaining on Sunday work	47

# SERVICE SECTOR EMPLOYERS PALTA FINNISH MUSICIANS' UNION

#### FINAL PROTOCOL

Updating the Collective Agreement and Salary Agreement for Opera Singers at the Finnish National Opera and the Protocols on Visiting Opera Singers and Chorus Extras

Date 24 March 2023

Place Teams meeting

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, Salary Agreement and Protocols, 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 performance fees pursuant to section 3(1) of the Salary Agreement and the point price in section 3(2) will be increased by 3.0% on 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.

## Chorus extras

The fees of the chorus extras pursuant to section 2 of the Protocol will be increased by 3.0% on 1 May 2023.

## 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 performance fees pursuant to section 3(1) of the Salary Agreement and the point price in section 3(2) will be increased by 2.5% on 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.

#### Chorus extras

The fees of the chorus extras pursuant to section 2 of the Protocol will be increased by 3.0% on 1 June 2024.

## **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 increase 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 General agreements

Section 2 of the Collective Agreement is amended to read as follows with regard to the General Agreement on protection against unilateral termination and lay-offs:

• The 2001 General Agreement on protection against unilateral termination and lay-offs including guidelines for application, has been amended so that the reemployment 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.

#### 3.2 Days off

Section 12(6) of the Collective Agreement is amended to read as follows:

If an Employee's 50th birthday, own wedding or the funeral of a close relative should fall on a working day, that day shall be a paid day off.

## **Application directive**

'Close relative' means the spouse and children of an Opera Singer and the children of his or her spouse, the parents of an Opera Singer and the parents of his or her spouse, and the siblings of an Opera Singer. An adopted child and a foster

child are also considered children. What has been said above about spouses, also applies to common-law spouses and partners within the meaning of the Act on Registered Partnerships (950/2001).

#### 3.3 Travel

Section 15 of the Collective Agreement has been deleted.

The title of Annex 5 to the Collective Agreement is now Travel and the Annex is amended to read as follows:

#### **ANNEX 5 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.
- 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.

## 3.4 Updating family leave provisions

## Transition provision

The provisions on family leave in the Collective Agreement and in Annex 4 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 16(5) of the Collective Agreement is amended to read as follows:

In addition to the provisions of this section 16, the provisions of Annex 4 shall apply to the pregnancy and parental leave of an Opera Singer.

When the salary for the pregnancy and parental leave is determined, the 12-month average of the performance fees paid to the Opera Singer involved during the previous performance year will be added to the salary.

Subsections 6 to 9 and the first paragraph of subsection 10 of section 16 of the Collective Agreement have been deleted.

The title and sections 6 and 7 of Annex 4 to the Collective Agreement are amended to read as follows:

# ANNEX 4 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

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.

- 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 Consulting the Opera Singers on the appointment of Opera management

Section 19 is amended to read as follows:

When the General Director of the Opera and Ballet, the Artistic Director of the Opera, the Head Conductor, the Principal Visiting Director or similar individual, the Vocal Department Manager or the Chorus Master is being appointed, the Employer shall consult Kansallisoopperan oopperalaulajat ry concerning the candidates for the appointments.

#### 3.6 Settlement of disputes

Section 21 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.

#### 3.7 Gender-neutral titles

The term 'luottamusmies' (shop steward) is changed to 'luottamushenkilö' (shop steward) and the heading of section 18 is changed to 'Luottamushenkilö' in the Finnish version, and section 18(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 Opera Singers as their designated representative and whose name is reported to the Employer.

## 3.8 Shop steward's training

Section 16 of the Shop Steward Agreement 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. Amendments to the Salary Agreement for salaried Opera Singers of the Finnish National Opera and Ballet

Section 2 of the Salary Agreement is amended to read as follows:

The monthly salary of Opera Singers is determined according to the K scale included in the Salary Agreement including experience bonuses.

Education and training shall be taken into account when calculating eligibility for an experience bonus as follows: an appropriate degree or qualification completed at a Finnish university or a university of applied sciences, or a degree or qualification completed abroad, for which the National Agency for education has issued a decision of equivalence and recognition, shall be considered as 2 years of experience.

## **PAY SCALE (K)**

	EXPERIENCE	1 Jan 2023,
EXP.Y	BONUS	€/month
0	0	2,793.34
2	1	2,860.62
4	2	2,979.72
8	3	3,156.79
11	4	3,290.00
15	5	3,445.52

#### 5. Other issues

# **5.1 Compensation Working Group**

The local parties will continue to work on the reform and development of the compensation system. During 2023, the Employer's application directive on the consideration of work experience for the experience bonus will be updated. The Compensation Working Group will also continue its work on single-component pay. The reforms must be implemented within the framework of the 2023-2025 contract period.

#### 5.2 Experiment related to working hours and rest periods

A local working group will be set up at the beginning of the contract period to review the results of the working time experiment. By the end of the contract period, the working group will make a proposal on the working time provisions of the Collective Agreement.

# 5.3 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.

#### 6. Term and termination

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. When a new Collective Agreement, Salary Agreement and Protocols are under negotiation, the provisions of the previous agreements and protocols shall remain in force until the new agreements and Protocols are concluded or the negotiations have otherwise been completed.

Any notice must be given in writing. The letter giving notice must include a memo on the issues to be negotiated for the conclusion of the new Agreement and Protocols.

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 OPERA SINGERS OF THE FINNISH NATIONAL OPERA AND BALLET

#### 1 § SCOPE OF THE AGREEMENT

- 1. The provisions of this Collective Agreement will apply to salaried Opera Singers employed by the Finnish National Opera and Ballet (hereinafter the Opera and Ballet) under a fixed-term or indefinite contract.
- 2. The provisions will also apply to Visiting Opera Singers hired by Opera and Ballet under production-specific contracts as provided in Annex 2.
- 3. Additionally, the provisions will apply to Visiting Opera Singers hired by the Opera and Ballet under production-specific contracts as chorus extras as provided in Annex 3.
- 4. Salaries will be governed by the Salary Agreement attached hereto as Annex 1.

# 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 and the rights based on an employment relationship are deemed to apply as of the date on which an Opera Singer is actually available to the Employer for the provision of the services specified in his or her contract. 2. A person seeking an Opera Singer's position is normally required to undergo an audition, which must be passed. The panel of experts that proposes candidates for the vacant position based on the audition will include the shop steward responsible for the field of activity involved. The Opera and Ballet will issue specific instructions for the composition and other duties of the panel of experts.

However, the Artistic Director of the Opera may exceptionally engage an Opera Singer without an audition with due regard to the skills and suitability of such a singer for the duties foreseen in this Collective Agreement.

The Opera and Ballet will evaluate the suitability of an Opera Singer for the duties foreseen in this Collective Agreement during the probation period following consultations with the panel of experts.

3. Trainees may be hired for the purpose of receiving induction to the profession of an Opera Singer. Trainees may be hired for a maximum period of two (2) years.

#### 4 § OPERA SINGER'S DUTIES

- 1. An Opera Singer's duties include, depending on the performing season, both soloist and chorus duties or either soloist or chorus duties.
- Opera Singers are required to participate in the rehearsals, performances, concerts and festive occasions specified in the employment contract including, if necessary, other occasions related to the activities of the Opera and Ballet either in the Opera House or outside it in Finland and abroad.
- 3. Additionally, Opera Singers are required to participate, during their working hours, in audience outreach activities assigned by the Employer, which include chorus or soloist duties at audience outreach functions or other equivalent singing duties.
  - Participation in hospitality events related to audience outreach activities, such as presentations of one's own work and similar occasions, will be subject to a special agreement with the Opera Singer involved.
- 4. Opera Singers are also required to carry out other Employer-assigned duties related to the opera art that can be deemed suitable for the singer considering his or her training, professional qualifications and experience.
- 5. The work-related obligations of Opera Singers will include duties related to audio and video recordings under the then-current Recording Agreement between the Finnish National Opera and Ballet and the Finnish Musicians' Union as well as performances to the extent specified in the Recording Agreement. The compensation payable for said duties is specified in the Recording Agreement.

# 5 § PERMISSION TO HOLD SECONDARY POSITIONS

To ensure due completion of the rehearsal and performance activities of the Opera and Ballet, Opera Singers performing AA, A or B soloist roles must secure prior written permission from the Employer to simultaneously perform or rehearse in other productions that, because of their nature or timing, may interfere with the performance of their duties at the Opera and Ballet. This restriction does not apply during annual leaves.

#### 6 § COMPETING ACTIVITY

Productions created by the Opera may only performed by the Opera or with the Opera's permission.

## 7 § NON-COMMERCIAL RECORDINGS

- The Opera and Ballet will 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.

## 8 § PREPARATION OF A PERFORMANCE

#### Rehearsals

 An orchestra dress rehearsal is an on-stage rehearsal together with the orchestra. Opera Singers may not leave before the end of an orchestra dress rehearsal except with the Employer's permission.

- 2. Dress rehearsals are held without interruption if possible.
- 3. On dress rehearsal days, Opera Singers performing AA, A or B duties will not participate in any other Opera-assigned work unless it is related to the preparations for the work involved.

#### Preview

4. An orchestra dress rehearsal immediately preceding the opening night will be considered a preview performance if it is attended by a paying audience.

## Rehearsal of performances

5. Opera signers are required to participate in the rehearsals of several works during the same work period.

## **Exemption from other work**

6. On the premiere of a directed on-stage production, Opera Singers are exempted from all duties other than work related to the evening's performance.

## Minuted note

A morning rehearsal may be held on the day of a premiere or during an orchestra dress rehearsal in exceptional cases, for instance if the part of the chorus in the premiere production is extremely limited, or in case of illness. However, all such arrangements are subject to special agreement with the shop steward. If a rehearsal is held during working hours, no special compensation will be paid.

If an Opera Singer is needed for the rehearsal of soloist duties in the afternoon of the premiere or during an orchestra dress rehearsal, a special agreement to his effect is to be made with the Opera Singer involved.

## 9 § WORKING HOURS

#### Regular working hours

- 1. An Opera Singer's normal working hours may not exceed seven (7) hours a day. An Opera Singer's workday may be split into two shifts. If so, one shift may exceptionally have a minimum duration of 2 hours and a maximum duration of 5 hours. The workday may also consist of a single shift.
- 2. The weekly working hours of Opera Singers are 38 hours 15 minutes, which includes 5 hours and 15 minutes of personal practice. The time reserved for individual practice may be used by Opera Singers as they see fit and may not be included in the afore-mentioned daily working hours.

## Roster

3. The work shifts of Opera Singers are indicated on a weekly schedule in accordance with the common practice adopted by the Opera and Ballet. If changes have to be made to the weekly schedule, Opera Singers must be specifically notified of this. Other changes may be made in accordance with the Working Hours Act.

The Employer does not have to indicate on the weekly schedule the time spent on preparations, such as make-up, or post-performance work.

4. Continuous all-day workdays in the autumn and spring seasons will be announced at least two months before the beginning of each season. However, an exception to the notice period may be made subject to special agreement with the Opera Singers.

## Allocation of working hours

5. A work shift of an Opera Singer may start at 10.00 if it is preceded by a 12-hour rest period. Work shifts must be allocated on a daily basis to end no later than 23.00.

## **Application directive**

Work shifts starting at 10.00 are not the rule.

6. From Monday to Friday, the first work shift of a two-shift work day will be scheduled between 10.00–15.00, and the evening shift between 18.00–23.00.

On Saturdays and eves of public holidays falling on Saturdays, the first shift may last a maximum of 3.5 hours between 11.00–14.30. If so, there may be a performance in the evening.

If the public holiday eve falls on a day other than Saturday or Sunday, the shift will be scheduled between 10.00–14.00. In case of an on-stage rehearsal together with the orchestra, the work shift will be scheduled between 11.00–14.30. If so, there may be a performance in the evening.

#### Minuted note

An Opera Singer who has attended such a rehearsal with the orchestra, ending at 14.30 on a Saturday or public holiday eve, will be credited 1 hour of time off in the locally established working hours bank.

- 7. The working hours during a single-shift working day will be scheduled between 10.00–18.00 on weekdays.
- 8. During a work shift, music rehearsal may account for a maximum of 4 hours unless otherwise agreed with the Opera Singer involved.
- 9. By derogation from the foregoing subsections 5 and 6, orchestra dress rehearsals and final dress rehearsals may start at other times provided that due prior notice of this is given on a timely basis.

- 10. The start and end times of rehearsals may be adjusted on a case-by-case basis if so required by the rehearsal.
- 11. A short rehearsal of no more than 1.5 hours may be scheduled in connection with concerts and performances held outside the Opera House. If possible, such a rehearsal should be scheduled to start no earlier than 2.5 hours before the performance and must end no later than 30 minutes before the start of the performance.

## Allocation of off-duty shifts

12. Opera Singers will have an average of two off-duty shifts per week that will be assigned by the Employer. The equalisation period during which the shifts should be balanced is 3 calendar weeks. If the Opera Singer agrees to working overtime, it is also possible to agree with the Opera Singer on a derogation from the off-duty schedule. If the Opera Singer performs solo work during the equalisation period, the provisions on off-duty shifts do not apply.

Where possible, off-duty shifts should be scheduled to ensure that one offduty shift per week falls on an evening.

## **Application directive**

If the week includes at least one continuous single-shift workday, the weekly off-duty shifts may be scheduled for mornings with due regard to the equalisation rules.

Only one off-duty shift may be scheduled for weeks containing 3 or fewer workdays, unless otherwise provided in section 9, subsection 13, paragraph 2.

- 13. Off-duty shifts may not be scheduled for the day before Christmas Eve, Christmas Eve, Boxing Day, New Year's Day, Independence Day, May Day or any national religious holiday.
  - No off-duty shifts need to be scheduled for calendar weeks during which Christmas Eve falls on a day other than Sunday.
- 14. Off-duty shifts may be scheduled for the eves of the afore-mentioned public holidays.
- 15. If an Opera Singer is off duty on a Saturday evening, he or she will also be exempted from other work on said Saturday, except in case of an orchestra dress rehearsal, performance, solo or assistant work.

#### Application directive

In this context, assistant work refers to assistant duties deviating from the chorus' rehearsal schedule.

16. If an Opera Singer has performed chorus duty on a Saturday evening, he or she will be exempted from other than soloist duties until 15.00 on the following Monday. If an Opera Singer is on a tour on Monday, he or she may be called to work earlier. No more than one off-duty shift needs to be scheduled for the week involved in addition to the Monday morning off-duty shift.

# Allocation of working hours in audience outreach activities

- 17. Audience outreach duties may be scheduled between 15.00–18.00. In audience outreach duties, the interval between work shifts may be less than 4 hours. On workdays on which an Opera Singer is engaged in audience outreach activities, he or she may also be assigned to a morning or evening shift.
- 18. The working hours devoted to audience outreach events are calculated according to the actual duration of the event including intermissions.
- 19. In audience outreach activities, breaks are determined according to the intermissions of the event.

#### Rest periods

- 20. Opera Singers must be provided with an uninterrupted 12-hour rest period between an evening and morning shift.
- 21. Between the morning shift and the rehearsal or performance in the evening, Opera Singers must be provided with an uninterrupted break with a minimum duration of 4 hours.

## Special provisions concerning performances

- 22. For the purposes of calculating working hours, a performance shall be considered to last at least 3.5 hours.
- 23. Time spent on personal preparation and post-performance work does not constitute a justification for additional or overtime work.
- 24. During performances, an Opera Singer is released from his or her duties at the moment when his or her part in the work is over unless the singer also takes the curtain call.
  - The decisions on who takes curtain calls are made by the Employer. Final curtain calls are taken into account in the determination of the regular weekly working hours, but they do not accrue daily or weekly overtime.
- 25. If necessary, performances may draw out beyond 23.00.
- 26. If required, an Opera Singer may be obliged to appear in two performances per day except for singers performing AA, A or B roles, who are required to appear in one performance only.
- 27. Between any two performances, there shall be a rest period of at least 1 hour, which is included in the regular working hours. However, if the interval between any two performances is 4 hours or more, it will not be included in the regular working hours. Two times during the performance year, the time between two performances on the same day shall not be considered working hours if that time is less than 4 hours.

## Working time bank

28. A decision on the establishment and use of a working time bank may be made locally.

## Maximum working hours

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

## 10 § DAILY REST PERIODS

- On double-shift workdays, 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.
- 2. On a continuous workday with a minimum duration of 6 hours, the minimum total duration of the breaks is 1 hour. One of the breaks must be 40 minutes unless the rehearsal is an on-stage rehearsal for which a 30-minute break is required.
- 3. On a double-shift workday or an uninterrupted workday of less than 6 hours, each rehearsal of more than 3 hours must include a 20-minute break after the first 1.5 hours followed by a further 15-minute break after the next 1.5 hours of rehearsal.
- 4. In orchestra dress rehearsals, piano dress rehearsals and performances, the breaks must coincide with intermissions.
- 5. Where possible, the break must be scheduled to ensure that Opera Singers are not required to work for more than 1.5 hours at a stretch without interruption.
- 6. The start and end times of rehearsals may be adjusted on a case-by-case basis if so required by the rehearsal.
- 7. The Employer's representatives may not use the breaks to address work-related issues. The breaks included in work periods are also included in the working hours.

#### Working hours experiment

Sections 9 and 10 of the Collective Agreement will apply in the context of a work time experiment that will last throughout the term of the Agreement.

#### 11 § OVERTIME AND SUNDAY WORK

1. Overtime compensation for hours in excess of the regular daily working hours shall be the basic hourly pay plus 50% for the first two (2) hours of overtime, and the basic hourly pay plus 100% for each hour of overtime thereafter.

- 2. Overtime compensation for hours in excess of the regular weekly working hours shall be the basic hourly pay plus 50%.
- 3. Hours in excess of the regular daily working hours shall not be taken into account when calculating the weekly overtime compensation.
- 4. Hours worked on a Sunday or national religious holiday, Independence Day, May Day, Christmas Eve and Midsummer Eve will be compensated in the same way as Sunday work.
- 5. The regular hourly rate is obtained by dividing the monthly salary by 130.

## 12 § DAYS OFF

1. The weekly day of rest of an Opera Singer is Sunday.

## Minuted note

The Employer will have the right to order Employees to work on Sundays in accordance with the local agreement on Sunday work attached to this Agreement.

- 2. 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.
- 3. At Easter, Opera Singers are entitled to 6 days off. This consecutive free period may be transferred to week 8. Such a transfer must be announced at the same time as the annual holidays for the previous year. The Employer and Opera Singer may agree on scheduling the days off differently.
- 4. The day before Christmas Eve, Christmas Eve and Christmas Day are days off.
- 5. A short period of leave granted to an Opera Singer on compassionate grounds because of an acute illness in the family or the death of a close family member, or for the purpose of managing duties related to an elective public office, will not be deducted from the singer's salary.
- 6. If an Employee's 50th birthday, own wedding or the funeral of a close relative should fall on a working day, that day shall be a paid day off.

## Application directive

'Close relative' means the spouse and children of an Opera Singer and the children of his or her spouse, the parents of an Opera Singer and the parents of his or her spouse, and the siblings of an Opera Singer. An adopted child and a foster child are also considered children. What has been said above about spouses, also applies to common-law spouses and partners within the meaning of the Act on Registered Partnerships (950/2001).

7. Each Opera Singer will be credited 6 hours per performance year (12 months) in the locally established working hours bank. An Opera Singer working only part of the performance year will be credited hours in the working hours bank in proportion to the actual number of hours worked.

## 13 § ANNUAL LEAVE

1. Opera Singers will have a continuous annual leave of a minimum duration of 2 months. The principle of continuous holiday can be derogated from, usually on a cost-neutral basis, upon agreement with the shop steward.

The duration of the annual leave of an Opera Singer will be reduced by four (4) weekdays per each calendar month during which the Opera Singer works for less than 14 days or 35 hours due to an unpaid discretionary leave of absence. This provision applies to continuous leaves of absence exceeding one month in duration. An Opera Singer on an unpaid discretionary leave of absence for the entire performance year will not accrue any annual leave for said period.

#### Minuted note

An Opera Singer whose employment relationship begins between 15 January and 31 March will accrue 4 days of annual leave per each holiday credit month of the leave accrual year concerned.

- 2. The beginning and end dates of annual holidays shall be announced on the work schedule 2 months before the beginning of the holiday.
- 3. The daily salary shall be calculated by dividing the monthly salary by 25.
- 4. When the holiday pay and holiday bonus of an Opera Singer is determined, the performance fees paid to the Opera Singer during the leave accrual year will be taken into account. The total amount of performance fees will be divided by 12, or by the number of months worked, if the period of employment does not cover the entire leave accrual year, to determine the factor by which the Opera Singer's monthly salary is to be increased to calculate holiday pay and holiday bonus.

## 14 § HOLIDAY BONUS

 Opera Singers with an uninterrupted employment relationship of more than 5 years with the Opera and Ballet will be paid a holiday bonus based on 36 days' holiday pay.

Opera Singers with an uninterrupted employment relationship of less than 5 years with the Opera and Ballet will be paid a holiday bonus based on 24 days' holiday pay.

2. The holiday bonus shall consist of 50% of the regular monthly salary for the July after the holiday determination year in question, divided by 25 and multiplied by the number of holiday pay days referred to above.

If an Opera Singer is not paid a salary for July, the holiday bonus will be calculated on the basis of the salary that he or she would have been paid for that month if employed.

The holiday bonus shall be paid as a lump sum in August together with the payment of salary.

No holiday bonus will be paid to an Opera Singer who, without authorisation or an acceptable reason, was absent from work immediately before or after the annual leave or who failed to comply with the notice period.

## Annual leave compensation

3. An Opera Singer whose employment ends will be paid annual leave compensation equal to 4 days' pay per each month of employment for which annual leave compensation accrues.

## 15 § TRAVEL (deleted)

From 24 March 2023, Annex 5 applies

# 15 § SICK LEAVE, FAMILY LEAVES AND HEALTH CARE

#### Sick pay

 Opera Singers with a fixed-term or indefinite employment contract with the Opera and Ballet are entitled to sick pay in accordance with the provisions of Annex 4.

In determining the sick pay, the performance fees paid to the Opera Singer during the preceding season will be taken into account by an amount equivalent to the 12-month average.

If the Opera Singer has not worked throughout the entire preceding season, the amount to be taken into account in the determination of sick pay will be equivalent to the average performance fees paid during the months in which the Opera Singer was working.

- 2. No sick pay will be paid if the cumulative uninterrupted duration of the sick leave(s) exceeds 12 months. A sick leave is deemed to be continuous when it is not interrupted by a working period of at least 30 calendar days.
- 3. In case of incapacity for work, if the Employer continues to pay the regular salary for the duration of the sick leave, the Employer will collect the daily allowance payable under the Health Insurance Act.

4. If an Opera Singer is entitled to compensation for loss of income due to an accident from some other source, the singer will only receive the portion of salary exceeding such compensation. However, the sick pay will be paid in full if the compensation is based on a private voluntary benefit paid for by the Employee himself or herself.

## Family leaves

5. In addition to the provisions of this section 15, the provisions of Annex 4 shall apply to the pregnancy and parental leave of an Opera Singer.

When the salary for the pregnancy and parental leave is determined, the 12-month average of the performance fees paid to the Opera Singer involved during the previous performance year will be added to the salary.

## **Application directive**

The right to paid adoption leave is governed by the provisions of Annex 4.

- 6. Any acute illness preventing participation in a performance must be promptly reported to the Employer as provided in the standing guidelines issued by the Opera and Ballet.
- 7. The Employer will provide occupational health care services in accordance with the then-current policy.

## Temporary child-care leave

- 8. If an Opera Singer's child or another child who is under 10 years of age or disabled or chronically ill and who lives permanently in the Opera Singer's household falls suddenly ill, the Opera Singer 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.
- 9. The Opera Singer 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, Opera Singers shall present a reliable account of the grounds for temporary child-care leave.

#### **Application directive**

An Opera Singer 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 Opera Singer's own illness. If necessary, the Opera Singer 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

10. Opera Singers 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 Opera Singer in accordance with section 1 of Annex 4 and the second and third paragraphs of section 16(1) of this Collective Agreement. 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 Opera Singer'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 benefits

- Opera Singers 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. Opera Singers are entitled to reimbursement from the Opera and Ballet up to a locally agreed amount for any dental care required during the year.

- 13. Opera Singers are entitled to 4 sessions of physiotherapy or other physical therapy, the maximum amount of which is agreed locally.
- 14. Arrangements will be made to take out group life insurance policies for Opera Singers as agreed between the central labour market organisations.

# 16 § PERMANENT DISABILITY AND OLD AGE SECURITY

An Opera Singer will be entitled to disability, 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 Opera and Ballet.

#### Minuted note

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

# 17 § SHOP STEWARD

- 'Shop steward' means an Employee who is governed by this Collective Agreement and elected by the Opera Singers as their designated representative and whose name is reported to the Employer.
- 2. The shop steward must be elected from among the Opera Singers with an indefinite employment contract with the Opera and Ballet, who must be provided with the opportunity to participate in the election of the shop steward. Kansallisoopperan oopperalaulajat 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 the salaried Opera Singers governed by this Collective Agreement, is to ensure compliance with this Collective Agreement and to lead negotiations on behalf of said Opera Singers, following the procedure specified in section 20 of this Collective Agreement.
- 5. The shop steward will also represent salaried Opera Singers in matters concerning the application of labour legislation.
- 6. Additionally, the shop steward is entitled to assist, upon request, Visiting Opera Singers or chorus extras with a fixed-term employment contract in matters related to the issues specified in Annexes 2 and 3 and the application of labour legislation.
- 7. In case of any uncertainty or disagreement regarding an Opera Singer's salary or other employment-related issues, the shop steward must be provided with all the information relevant to the settlement of the dispute.

8. 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.

All disclosures of personal data are governed by the then-current data protection legislation.

The shop steward must hold in confidence all the information received in the discharge of his or her duties.

- 9. The shop steward's employment relationship may not be terminated for reasons related to his or her position as a shop steward.
- 10. If the discharge of the shop steward's duties interferes with the performance of the shop steward's actual work duties, this may not lead to a reduction in his or her normal earnings.
- 11. 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.

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.

- 17. 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.
- 18. All negotiation procedures shall be governed by the provisions of this Collective Agreement.
- 19. The Opera and Ballet shall pay the shop steward compensation for telephone calls as agreed locally.
- 20. The Opera and Ballet will pay the shop steward compensation for time and loss of income in the amount of EUR 379.58 as of 1 May 2023 and EUR 390.97 as of 1 June 2024.

# 18 § CONSULTING THE OPERA SINGERS ON THE APPOINTMENT OF OPERA MANAGEMENT

When the General Director of the Opera and Ballet, the Artistic Director of the Opera, the Head Conductor, the Principal Visiting Director or similar individual, the Vocal Department Manager or the Chorus Master is being appointed, the Employer shall consult Kansallisoopperan oopperalaulajat ry concerning the candidates for the appointments.

## 19 § LOCAL BARGAINING

 Exceptions may be made to the provision of sections 8, 9, 10, 12 and 13 and Annex 5 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 or Salary 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 may 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, the local agreement must be made in writing.

3. A local agreement does not entail union-level approval.

### 20 § 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.

#### 21 § INDUSTRIAL PEACE

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

#### 22 § 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.

# 23 § PERIOD OF VALIDITY AND TERMINATION OF THE AGREEMENT

1. 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. When a new Collective Agreement, Salary Agreement and Protocols are under negotiation, the provisions of the previous agreements and protocols shall remain in force until the new agreements and Protocols are concluded or the negotiations have otherwise been completed.

2. The party giving notice shall at the same time submit a detailed memo to the other party concerning points needing to be negotiated. 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** Salary Agreement

#### **SALARY AGREEMENT FOR 2023–2025**

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

# 1 § Scope of application

This Agreement governs the terms of compensation of the Opera Singers covered by section 1(1) of the Collective Agreement and employed by the Opera and Ballet.

## 2 § Salary

The monthly salary of Opera Singers is determined according to the K scale included in the Salary Agreement including experience bonuses.

Education and training shall be taken into account when calculating eligibility for a seniority bonus as follows: an appropriate degree or qualification completed at a Finnish university or a university of applied sciences, or a degree or qualification completed abroad, for which the National Agency for Education has issued a decision of equivalence and recognition, shall be considered as 2 years of experience.

# 3 § Performance fees

1. Opera Singers will be paid special monthly compensation as follows:

	Criterion for performance fee	1 May 2023, €/month	1 Jun 2024, €/month
a)	Chorus duty	80.24	82.25
	(includes minor individual di- rected speaking and/or vocal duties)		
b)	Chorus duty which includes a minor soloist part	149.90	153.65
	(speaking and/or vocal duty indicated in the music score and requiring music practice).		

c)	Assistant duties	76.75	78.67
	(on-stage assistant duty comparable to chorus duty which includes minor individual directed speaking and/or vocal duties but no singing part)		
d)	Assistant duty which includes a minor soloist speaking part	113.04	115.87
	(not a speaking role which is governed by subsection 2).		
e)	Non-speaking role	77.66	79.60
	(indicated in music score)		
f)	Audience outreach, chorus duty	80.24	82.25
	(section 4, subsection 3, paragraph 1 of the Collective Agreement)		
g)	Audience outreach, minor soloist duty, such as a quartet	113.04	115.87
	(section 4, subsection 3, paragraph 1 of the Collective Agreement)		
h)	Audience outreach, soloist duty	to be agreed separately	to be agreed separately
	(section 4, subsection 3, paragraph 1 of the Collective Agreement)	with the Employee	with the Em- ployee
i)	Audience outreach, hospitality event	to be agreed separately	to be agreed separately
	(section 4, subsection 3, paragraph 2 of the Collective Agreement)	with the Employee	with the Em- ployee

2. For soloist duties, Opera Singers will be paid a special monthly performance fee the amount of which is determined by the size of the role and actual number of performances as follows:

AA role	major leading role or exceptionally complex major	4 points	
	soloist role		
A role	leading role or highly demanding solo role	3 points	
B role	solo role	2 points	
C role	minor soloist role	1.5 points	

One point is worth EUR 124.52 as of 1 May 2023 and EUR 127.63 as of 1 June 2024.

The size of an Opera Singer's soloist and speaking roles is determined according to Kloiber: Handbuch der Oper. The compensation level for vocal soloist and speaking roles of operas, operettas and musicals not listed in said handbook will be determined at a specific classification meeting. The compensation for a speaking role is affected by the size and complexity of the role. Depending on the size and complexity of a speaking role, the compensation level is equal to that of a soloist role or minor soloist C role.

The points allocated to soloist roles in concert works, programmes and school operas will be determined jointly by the Employer's representatives and shop steward.

When Opera Singers appear in chorus duties that include a minor soloist part, compensation will be paid according to subsection 1.b).

When Opera Singers appear in assistant duties that include a minor soloist speaking part, compensation will be paid according to subsection 1.d).

If an Opera Singer appears both in chorus duties and a role or in chorus duties and an assistant role, he or she will receive a performance fee for both.

For complex programmes, choral works or concert versions of demanding opera works, a double performance fee will be paid to Opera Singers according to the points system for the first performance of each cast.

#### Minuted note

Complex concert works, programmes or choral works do not mean directed on-stage works. Opera Singers are only entitled to one double performance fee for the same performance.

Whether a concert work, programme, choral work or a demanding version of an opera work is complex or not is determined in advance specifically to each individual case, part and role in consultations between the shop steward and the Employer.

Compensation for other roles played by a soloist will be equal to that paid for a C role, while compensation to an Opera Singer performing chorus duty is equal to the performance fee paid for a chorus part.

## 4 § Compensation for cover parts

If an Opera Singer is cast in a back-up role for another Opera Singer performing in a soloist role, it is called a cover part. A cover part may be a drama or music part.

If an Opera Singer fulfilling a cover part actually plays the role involved, he or she will be entitled to a double performance fee for the role for the first performance. For other such performances, they will be entitled to a single performance fee. However, Opera Singers performing in a cover role will be paid a performance fee for at least 3 performances irrespective of the actual number of such performances.

## 5 § Compensation for appearances at short notice

If an Opera Singer accepts the role of an understudy or actually appears in the role of another AA, A, B or C soloist at exceptionally short notice, the part and the compensation payable for it will be agreed upon with the Opera Singer involved on a case-by-case basis. However, the Opera Singer will be paid at least 3 role-based performance fees for the first performance and a role-based performance fee for subsequent performances.

#### 6 § Alternation in chorus duties

With works or performances in which Opera Singers alternate in chorus duties, all the Opera Singers assigned to the work or performances are to remain prepared for these duties within the limits of their weekly working hours.

Substituting for another Opera Singer in the work or performance will not give entitlement to additional compensation if the change is indicated in the weekly schedule.

If the change is not indicated in the weekly schedule, the Opera Singer will be entitled to a regular performance fee for chorus duties increased by 50%.

#### 7 § Recordings

Compensation for audio and video recordings will be paid to Opera Singers in accordance with the Recording Agreement between the Finnish National Opera and Ballet and the Finnish Musicians' Union.

# 8 § Negotiation procedure

Any disputes arising from this Agreement will be subject to negotiations as provided in the Collective Agreement for Opera Singers employed by the Finnish National Opera and Ballet.

# PAY SCALE (K)

	EXPERIENCE	1 Jan 2023,	1 May 2023,	1 Jun 2024,
EXP.Y	BONUS	€/month	€/month	€/month
0	0	2,793.34	2,877.14	2,949.07
2	1	2,860.62	2,946.44	3,020.10
4	2	2,979.72	3,069.11	3,145.84
8	3	3,156.79	3,251.49	3,332.78
11	4	3,290.00	3,388.70	3,473.42
15	5	3,445.52	3,548.89	3,637.61

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

# **ANNEX 2** Protocol on Visiting Opera Singers

- By this Protocol, the Parties agree on the terms of employment of Opera Singers performing in AA, A, B or C soloist roles in main stage opera productions and hired by the Finnish National Opera and Ballet (Opera and Ballet) under production-specific fixed-term contracts. The provisions of this Protocol will not apply to concerts or audience outreach activities except for school operas.
- 2. The criteria for and amount of the fees of Visiting Opera Singers are determined in the Collective Agreement.
- 3. For the direction rehearsal period, Visiting Opera Singers will be paid a weekly rehearsal fee. The amount of the rehearsal fee is determined in the Collective Agreement. The rehearsal fee will be paid for each calendar week of direction rehearsals during which the Visiting Opera Singer is available to the Employer irrespective of the number of rehearsal sessions indicated in the weekly schedule.

### Minuted note

The weekly rehearsal fee shall be at least equal to the weekly minimum amount that meets the time of work condition referred to in Chapter 5, Section 4(3) of the Unemployment Security Act.

No rehearsal fee will be paid for independent advance rehearsal prior to the commencement of direction rehearsals nor for music rehearsals preceding direction rehearsals.

The rehearsal fee will be paid monthly in arrears on the visitors' regular pay day following the commencement of the rehearsal week to the bank account indicated by the Opera Singer.

Visiting Opera Singers may choose not to be paid a specific weekly rehearsal fee; instead, they can be paid the standard performance fee in accordance with the Collective Agreement.

- 4. As far as the music is concerned, the Visiting Opera Singer must have mastered the role by rote before the commencement of rehearsals.
- 5. When a Visiting Opera Singer works at a location assigned by the Employer, his or her working hours and breaks will be determined according to the schedules of the local team involved.
  - Time spent on personal preparation and post-performance work does not constitute a justification for additional or overtime work.
- 6. The roster will be posted as provided in section 9(3) of the Collective Agreement for Opera Singers at the Finnish National Opera and Ballet.
- 7. Any acute illness or accident preventing participation in a performance must be promptly reported to the Employer as provided in the standing guidelines issued by the Opera and Ballet.

- 8. The annual holiday bonus will be determined according to the then-current Annual Holidays Act.
- 9. The shop steward appointed pursuant to section 17 of the Collective Agreement for Opera Singers at the Finnish National Opera and Ballet is entitled to assist, upon request, a Visiting Opera Singer in matters related to the issues specified in this Annex and the application of labour legislation.
- 10. This Annex will take effect on the effective date of the Collective Agreement for Opera Singers at the Finnish National Opera and Ballet. The provisions of this Annex will apply to employment relationships in respect of which collective bargaining commenced after 4 March 2019.
- 11. All industrial action challenging this Protocol in its entirety or any of its provisions are forbidden.
- 12. This Annex will be valid up to 28 February 2025, after which the Agreement will remain in force indefinitely unless terminated by either Party no later than 2 months before the end of the agreement period.

However, despite any termination, the provisions of this Annex continue to apply until such a time that negotiations concerning a new annex are found to have been completed.

The party giving notice shall at the same time submit a detailed memo to the other party concerning points needing to be negotiated. 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 3** Chorus Extras, Protocol

- 1. By this Protocol, the Parties agree on the terms of employment of Opera Singers performing in choral duties (hereinafter chorus extras) and hired by the Finnish National Opera and Ballet (Opera and Ballet) under production-specific fixed-term contracts.
- 2. The Opera and Ballet shall pay as compensation:

Standard fees	1 May 2023 EUR	1 Jun 2024 EUR
Performance, up to 3.5 hours	165.17	170.13
For each beginning 30-minute period beyond 3.5 hours	27.97	28.81
Rehearsal, up to 4 hours	85.00	87.55
For each beginning 30-minute period beyond 4 hours	14.57	15.01

- 3. The duties of a chorus extra also include minor individual directed speaking and/or vocal parts.
- 4. When a chorus extra works at a location assigned by the Employer, his or her working hours and breaks will be determined according to the schedules of the local team involved.
  - Time spent on personal preparation and post-performance work does not constitute a justification for additional or overtime work.
- 5. With regard to the roster, the provisions of section 9(3) of the Collective Agreement for Opera Singers at the Finnish National Opera and Ballet will apply.
- 6. If a chorus extra is prevented from performing his or her duties due to incapacity for work resulting from an illness or accident verified by an acceptable medical certificate, he or she will be paid the fees for the period of incapacity and as otherwise provided in the then-current Collective Agreement.
- 7. For non-commercial recordings, the relevant provisions of the current Collective Agreement for Opera Singers at the Finnish National Opera will apply. Audio and video recordings, as well as radio and TV broadcasts, will be governed by the then-current Recording Agreement for Opera Singers at the Finnish National Opera.
- 8. Holiday compensation shall amount to 13.5% of total pay. The holiday compensation shall be paid together with salary payment.
- 9. The shop steward appointed pursuant to section 17 of the Collective Agreement for Opera Singers at the Finnish National Opera and Ballet is entitled to assist, upon request, a chorus extra in matters related to the issues specified in this Annex and the application of labour legislation.

- 10. All industrial action challenging this Protocol in its entirety or any of its provisions are forbidden.
- 11. This Annex will take effect on the effective date of the Collective Agreement for Opera Singers at the Finnish National Opera.
- 12. This Annex will be valid up to 28 February 2025, after which the Agreement will remain in force indefinitely unless terminated by either Party no later than 2 months before the end of the agreement period.
- 13. However, despite any termination, the provisions of this Annex continue to apply until such a time that negotiations concerning a new annex are found to have been completed.
- 14. The party giving notice shall at the same time submit a detailed memo to the other party concerning points needing to be negotiated. 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 4 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

- 1. 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

- For sick leave referred to in section 2, Employees are entitled to the following:
  - 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.

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

The provisions on family leave in the Collective Agreement and in Annex 4 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.
- 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.

#### ANNEX 5 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.
- 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.

#### Local bargaining on Sunday work

Provisions on Sunday work regarding the working hours experiment for local bargaining

By derogation from section 12(1) of the Collective Agreement, Opera Singers are obliged to work in performances or concerts on a maximum of four (4) Sundays during a performance year. In such a case, the weekly rest period shall be scheduled on some other day of the week, usually on Monday. The aim is to have Sunday performances no more than once a month during the performing season. No performances will be scheduled for Sundays at the beginning or end of the six-day off-duty period referred to in section 12(2). Other Sunday work is subject to a separate agreement as per the Collective Agreement.

An Opera Singer who participates in a Sunday performance or concert will be credited one day off for each Sunday worked in addition to the Sunday work compensation referred to in section 11(4) of the Collective Agreement. Opera Singers' personal days off will be entered in the locally established working hours bank.

If an Opera Singer participates in a performance on a Sunday in chorus duties, he or she shall be free until 15.00 the following Tuesday, unless the Opera is on tour on Monday, in which case they may be required to report to work earlier.

Helsinki, 19 March 2019

FINNISH NATIONAL OPERA AND BALLET
ARTO HOSIO, OPERA SINGERS' SHOP STEWARD