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FINAL PROTOCOL

Updating the Collective Agreement and Salary Agreement for Members of the Orchestra at the Finnish National Opera, the Collective Agreement for Orchestra Extras and the Protocol on Orchestra Attendants

Date 24 March 2023

Place Teams

Present	Service Sector Employers Palta Vuokko Piekkala Harri Gröhn Lotta Niemelä	Finnish Musicians' Union Ahti Vänttinen Mirkka Kivilehto Ilona Vartiainen
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1. Agreement period

The Collective Agreements, the Salary Agreement and the Protocols will enter into force on 24 March 2023. Until the entry into force of the new Collective Agreements, the Salary Agreement and the Protocol, 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 shop steward's compensation will be increased by 3.0% on 1 May 2023 or at the beginning of the next following pay period.

Musicians hired as extras in the orchestra

On 1 May 2023, the fees pursuant to the Collective Agreement will be increased by 3.0%.

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

Musicians hired as extras in the orchestra

On 1 June 2024, the fees pursuant to the Collective Agreement will be increased by 3.0%.

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 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 and Salary Agreement

3.1 Additional work and overtime

The provision in Section 4 of the Collective Agreement concerning overtime is amended to read as follows:

Additional work and overtime

An Orchestra Member whose weekly working hours exceed 36 hours shall be paid overtime compensation for the excess hours according to the Orchestra Salary Agreement.

Additional work means work done on a day other than the performance day for more than 6.5 hours. Additional work is paid in accordance with the Salary Agreement. In this case, the time reserved for individual practice shall not be included in the working hours calculation.

Working time exceeding seven hours per day shall be considered overtime, and overtime compensation according to the Salary Agreement shall be paid. In this case, the time reserved for individual practice shall not be included in the working hours calculation.

If a rehearsal lasts beyond 23.00, overtime compensation according to the Salary Agreement shall be paid for the excess time.

Section 9 of the Salary Agreement is amended to read as follows:

Section 9. Compensation for additional work and overtime

Additional work is compensated by paying the Employee a basic hourly rate of pay without any increments.

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

Overtime compensation for hours in excess of the regular weekly working hours shall be the basic hourly pay plus 50%.

Hours in excess of the regular daily working hours shall not be taken into account when calculating the weekly overtime compensation.

3.2 Travel

Section 5 of the Collective Agreement and section 10 of the Salary Agreement have been deleted.

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

ANNEX 2 Travel

Travel time

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

Application directive

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

Travel time pay shall be paid on the basis of section 3(2) for travel on Sundays, public holidays and other days off prescribed by the working hours system for the Employee for up to eight hours of travel time in accordance with the Employee's regular working hours, at the simple hourly rate of pay. Travel time pay is only paid

for the time actually spent travelling. When the Employee is on weekly time off or otherwise resting, the travel time pay is not due. Stopovers related to the purpose of the trip (e.g. at intermediate stations) are counted as travel time. On Sundays and other public holidays, the concept of a day is determined by the start and end of the working day of the person concerned, irrespective of the period for which the pay increment for Sunday work is due.

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

Reimbursement of travel expenses

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

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

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

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

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

Application directive

When choosing how to travel, attention must be paid not only to the direct cost of the trip, but also to other factors that affect the overall cost, including the impact of the trip on the use of working time. Any specific factors affecting the duration, mode of travel and cost of the trip should be set out in a travel plan before the trip. In

addition to the savings in working time, significant savings in leisure time can also be taken into account when comparing different options.

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

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

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

6. Special charges

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

- airport tax;
- passport and visa fees when travelling abroad;
- the cost of necessary medication and vaccines;
- for travel abroad, the premium for luggage insurance up to EUR 1,600, and the premium for single trip travel insurance for a work trip of up to 31 days, to the extent that it entitles you to reimbursement of expenses in the event of travel illness, accident or cancellation or interruption of your trip, or a premium of up to EUR 50 for travel insurance taken out for the whole year;
- telephone and communication expenses necessary for making travel arrangements and taking care of work-related matters provided that they are duly substantiated;

- safe deposit box rent charged in connection with hotel accommodation;
- other comparable necessary charges similar to the items listed above.

7. Expense reports and receipts

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

3.2 Updating family leave provisions

Transition provision

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

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

Family leaves

The 5th paragraph of section 10 of the Collective Agreement is amended to read as follows:

Pregnancy and parental leaves of an Orchestra Member are subject to the provisions of Annex 1.

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

Annex 1 General provisions concerning work disability and pregnancy and parental leave

Section 6. Pay for pregnancy and parental leave

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

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

- the pregnancy leave must be applied for at least two months before it is due to start, and
- a certificate is presented to the Employer stating the duration of the pregnancy and the calculated date of childbirth.

2. An Employee who is entitled to parental allowance under Chapter 9, Section 5(1-3) or Chapter 9, Section 9 of the Health Insurance Act (28/2022) shall be paid the salary provided for in Section 1 for the first 32 days of the parental allowance period. Parental leave in excess of this period is unpaid.

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

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

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

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

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

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.

3.3 Settlement of disputes

Section 21 of the Collective Agreement 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.

3.4 Gender-neutral titles

The term 'luottamusmies' (shop steward) is changed to 'luottamushenkilö' (shop steward) and the heading of section 17 is changed to 'Luottamushenkilö' in the Finnish version, and section 17(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 Orchestra Members as their designated representative and whose name is reported to the Employer.

3.5 Shop steward's training

Section 17(15) is amended to read as follows:

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

4. Performing on stage

The 2nd paragraph of section 8 of the Salary Agreement is amended to read as follows:

If an Orchestra Member is assigned to perform both in the orchestra pit and outside it or on stage, he or she shall be paid a bonus of EUR 30 per performance from 24 March 2023.

5. 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 Vääntinen

Mirkka Kivilehto

COLLECTIVE AGREEMENT FOR 2023-2025

Between Service Sector Employers Palta and the Finnish Musicians' Union Concerning Members of the Orchestra of the Finnish National Opera

1 § SCOPE OF THE AGREEMENT

This Agreement specifies the terms of employment of the members of the Orchestra of the Finnish National Opera and Ballet Foundation (hereinafter the Opera and Ballet).

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 § EMPLOYMENT

Hiring

Orchestra Members always sign a written employment contract. Applicants for the Orchestra must pass an audition. The Finnish Musicians' Union shall have a representative on the expert board that proposes applicants for hiring. In all other respects, the relevant provisions of the by-laws of the Opera and Ballet shall be observed.

Before being hired, applicants for the Orchestra must present an acceptable medical certificate attesting their state of health.

Termination of the employment relationship

When the Opera and Ballet gives notice to terminate an employment relationship, the following periods of notice shall be observed, depending on the uninterrupted duration of the employment relationship:

1. 14 days if the employment relationship has continued for no more than 1 year;

2. 1 month if the employment relationship has continued for more than 1 year but no more than 4 years;
3. 2 months if the employment relationship has continued for more than 4 years but no more than 8 years;
4. 4 months if the employment relationship has continued for more than 8 years but no more than 12 years;
5. 6 months if the employment relationship has continued for more than 12 years; and

when an Employee gives notice to resign from an employment relationship, the following periods of notice shall be observed, depending on the uninterrupted duration of the employment relationship:

1. 14 days, if the employment relationship has continued for no more than 5 years;
2. 1 month, if the employment relationship has continued for more than 5 years.

A fixed-term employment contract shall expire on its end date with no notice given.

Cancelling the employment relationship

An employment relationship may be cancelled in cases referred to in the Employment Contracts Act.

The Orchestra shop steward must be notified of such a cancellation as soon as possible.

Duties

Orchestra Members are required to participate in all rehearsals and performances of the Orchestra organised by the Opera and Ballet and listed on the work schedule, and in training events organised by the Employer for the Orchestra.

During their working hours, Orchestra Members are also obliged to participate, without special compensation, in audience outreach activities that involve orchestra work or related activities as specified by the Employer. Any small group performances, soloist performances and representation events (for example, demonstration of individual work or instrumental pieces) and other similar audience outreach activities are agreed separately.

The job duties of the Opera and Ballet Orchestra Members include duties arising from audio and video recordings under the Recording Agreement and from radio and TV broadcasts to the extent specified in the Recording Agreement.

Minuted note

The time spent by an Orchestra Member at auditions for the Orchestra when instructed to do so by the Employer shall count as working hours.

Fees

Fees for exceptional duties, such as playing on stage and/or performing with makeup and/or in costume, are specified in the Orchestra Salary Agreement. Fees for radio and TV broadcasts, for recording of performances, and for recordings other than those specified in section 18 shall be determined according to the Recording Agreement.

4 § **WORKING HOURS**

Daily and weekly working hours

The working hours of Orchestra Members shall be 6.5 hours per day and no more than 36 hours per week. Out of these weekly working hours, 5 hours shall be reserved for individual practice. The time reserved for individual practice may be used by Orchestra Members as they see fit and may not be included in the aforementioned daily working hours.

The daily working hours may total 7 hours if there is a performance in the evening.

For the purpose of calculating working hours, a performance shall be considered to last 3.5 hours, except if the performance actually lasts longer, in which case each beginning half hour of the excess time shall be added to working hours, provided that it is not overtime as defined in this Agreement.

Minuted note

Performances that last less than 2 hours shall be recorded in the working hours system as having a duration of 3 hours.

Additional work and overtime

An Orchestra Member whose weekly working hours exceed 36 hours shall be paid overtime compensation for the excess hours according to the Orchestra Salary Agreement.

Additional work means work done on a day other than the performance day for more than 6.5 hours. Additional work is paid in accordance with the Salary Agreement. In this case, the time reserved for individual practice shall not be included in the working hours calculation.

Working time exceeding seven hours per day shall be considered overtime, and overtime compensation according to the Salary Agreement shall be paid. In this case, the time reserved for individual practice shall not be included in the working hours calculation.

If a rehearsal lasts beyond 23.00, overtime compensation according to the Salary Agreement shall be paid for the excess time.

Maximum working hours

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

Rehearsals

A rehearsal may last a maximum of 4 hours, except for orchestra dress rehearsals, which may last a maximum of 5 hours. In the latter case, no other work may be scheduled for the same day.

If an evening performance lasts for 3.5 hours as per the definition in this Collective Agreement, there may be a stage rehearsal during the day lasting a maximum of 3.5 hours. If an evening performance lasts for 4 hours as per the definition in this Collective Agreement, there may be a rehearsal during the day lasting a maximum of 3 hours.

Each rehearsal lasting 2 hours shall include one break of 15 minutes, and each rehearsal lasting 3 hours shall include one break of 20 minutes. Each rehearsal lasting 4 hours shall include one break of 20 minutes and one break of 15 minutes. Each rehearsal lasting 5 hours shall include one break of 30 minutes and one break of 20 minutes.

In orchestra dress rehearsals, breaks shall be determined by the intervals in the production being rehearsed, although every effort should be made to avoid continuous periods of working time longer than 1.5 hours. Continuous playing lasting more than 1.5 hours must be separately negotiated with the Orchestra shop steward, and this can only be done for a production whose performance lasts longer than 1 hour 15 minutes. In a dress rehearsal, the production shall be performed without interruption, as in a performance. Breaks shall be determined by the intervals in the production. Orchestra Members participating in the performance are free to leave when the performance ends. An orchestra dress rehearsal is considered a performance only if there is a paying audience.

The free period between two rehearsals, or between a rehearsal and a performance, for Orchestra Members participating in both shall be at least 4 hours. An Orchestra Member who works an evening shift may not be assigned to work before 10.00 on the following morning. If the return time from a tour is after midnight, the day rehearsal on the following day shall not begin before 12.00 for Orchestra Members who participated in the tour, and such a rehearsal may last for a maximum of 2 hours on performance days.

As an exception to the above, a short rehearsal of no more than 1 hour may be held in connection with concerts and with performances not at the Opera House. Such a rehearsal may begin no earlier than 2.5 hours before a performance or 2 hours before a concert. and must end no later than 30 minutes before the start of the performance.

Performances

Orchestra Members are generally required to participate in one performance per day, beginning before 23.00. However, a performance that has begun no later than

19.00 may last beyond 23.00 if the length of the production so requires. Beyond 23.00, each beginning half hour of the excess time shall be compensated as working hours as with additional work.

Saturdays and eves of public holidays with two performances

Notwithstanding the above, Orchestra Members are required to participate in two performances per day on Saturdays and eves of public holidays. The maximum number of days with two performances by the orchestra on the main stage is eleven (11) per performance year.

If there are eight or fewer days with two performances, Orchestra Members participating in two performances on a Saturday or the eve of a public holiday shall be free from work on the following Monday morning. More generally, the Orchestra may only be assigned a work shift on such a Monday morning for compelling production reasons.

For each two-performance day in excess of eight days, the orchestra will be given the following Monday off.

Application directive

The Monday off can be set on any Monday following a day with two performances. The Monday off is not the weekly day of rest of the week in question.

The Mondays off do not reduce weekly working hours.

Two-performance days falling on weekdays

In addition to the above, an Orchestra Member is obliged to participate in two performances on weekdays from Monday to Friday, at least one of which is directed at a pre-defined group and organised for a non-profit purpose. On such days, the daytime performance shall be held between 11.00-15.00 and the period between the daytime and evening performances shall be at least 4 hours. A maximum of 4 days with two performances can be scheduled for the orchestra per performance year.

Minuted note

Performances for a pre-defined group for a non-profit purpose include, for example, the Art Testers project held in 2019 and other similar events for schoolchildren or other special groups, which are not open to the general public.

General provisions for days with two performances

Days with 2 performances must be announced at least 6 weeks in advance.

Days with two performances must be negotiated with the shop steward before making the announcement to consider occupational safety and health factors such as fatigue.

Orchestra Members assigned to two performances on the same day, or to one performance lasting over 4 hours, may not be assigned to any other work on that day.

Musicals

On Saturdays and on the eves of public holidays, two performances of a musical may be held on the main stage provided that the orchestra duties are divided so as to ensure that no single Orchestra Member is required to play in two performances on the same day. A maximum of eight (8) days with two performances are allowed during any one performance year.

This provision shall also apply to works to be agreed upon with the shop steward.

Dress code

Orchestra Members shall wear clothes prescribed by the Employer taking into consideration the nature of the performance.

Substitution

In case of acute illness or temporary child-care leave, an off-duty Orchestra Member is required to replace the absent Orchestra Member in a performance or dress rehearsal, if notified 3 hours before the start of the performance or dress rehearsal. An off-duty Orchestra Member is required to replace another Orchestra Member absent for the above reasons in a performance or dress rehearsal starting before noon, if notified two (2) hours in advance.

In case of acute illness or temporary child-care leave, an off-duty Orchestra Member is required to replace the absent Orchestra Member until the last but one rehearsal of a concert period, if notified two (2) hours before the start of the rehearsal.

Minuted note

An Orchestra Member is required to take over the shifts of another member of the same instrument group or another Orchestra Member due to his or her illness or temporary child-care leave for one week at no extra compensation.

Temporary child-care leave means temporary child-care leave within the meaning of Section 9 of the Collective Agreement.

**5 § TRAVEL (deleted as of 23 March 2023)
From 24 March 2023, Annex 2 applies**

DAYS OFF AND ANNUAL LEAVE

Days off

Orchestra Members shall have an uninterrupted weekly rest period of at least 35 hours, including one full calendar day. While on tour, weekly rest periods may be scheduled so as to average 35 hours per week over a period of 14 days. However, the weekly rest period may not be shorter than 24 hours.

Irrespective of how the weekly rest period is arranged, 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.

In addition to the weekly rest period, the aim is to give Orchestra Members another day off, which does not primarily have to be Saturday.

The aim is that days off are always on the same day of the week for each Orchestra Member.

Annual leave

Orchestra Members shall have a continuous annual leave of at least 2 months.

The principle of the two-month 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 Orchestra Member shall be reduced by 4 weekdays per each calendar month during which the Orchestra Member works for less than 14 days or 35 hours during an unpaid discretionary leave of absence between 1 April and 31 March. This provision applies to continuous leaves of absence exceeding one month in duration. The reduction will be effected from the holidays of the following summer.

An Orchestra Member on an unpaid discretionary leave of absence for the entire period between 1 April and 31 March (12 months) shall not earn any annual leave for that period.

Minuted note

The annual leave of an Orchestra Member whose employment relationship began between 15 January and 31 March shall be 4 days per each month of that holiday determination year.

The beginning and end dates of annual holidays shall be announced 2 months before the beginning of the holiday.

If the working hours and therefore the salary of an Orchestra Member have changed between 1 April and 31 March, the monthly salary on which the holiday pay is based is determined by multiplying the full monthly salary due at the beginning of the Member's holiday by the percentage of hours worked on average over the preceding period from 1 April to 31 March.

If the changes occur after the period from 1 April to 31 March and before the annual leave or part thereof begins, the holiday pay shall be calculated from the monthly salary based on working hours completed between 1 April and 31 March.

Other holidays

Orchestra Members shall have 6 days off on Easter week.

The 6-day consecutive free period referred to herein shall be announced to Orchestra Members at least 2 months before it begins.

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.

An Orchestra Member may be granted paid study leave for participating in the training programmes of the Opera and Ballet or for studies outside the Opera and Ballet but related to the Orchestra Member's job duties. Paid study leave shall be applied for in writing.

If an Orchestra Member's 50th or 60th birthday, his or her own wedding or the funeral of a close relative, or the day of a death in the family, should occur on a working day, that day shall be a day off with pay for that Orchestra Member. The same applies if a family member other than a child under 10 years of age or a disabled child falls ill and needs caring for, or arranging care for. The same criteria as agreed for sick pay shall be used to determine the pay for the day of absence.

Application directive

'Close relative' means the spouse and children of an Orchestra Member and the children of his or her spouse, the parents of an Orchestra Member and the parents of his or her spouse, and the siblings of an Orchestra Member. 'Family member' means the spouse and children of an Orchestra Member living in the same household and the children of his or her spouse. 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).

Holiday bonus

Orchestra Members who have had an uninterrupted employment relationship lasting more than 5 years at the Opera and Ballet shall be paid a holiday bonus based on 36 days' holiday pay.

Orchestra Members who have had an uninterrupted employment relationship lasting more than 3 years but less than 5 years at the Opera and Ballet shall be paid a holiday bonus based on 30 days' holiday pay.

Orchestra Members who have had an uninterrupted employment relationship lasting less than 3 years at the Opera and Ballet shall be paid a holiday bonus based on 24 days' holiday pay.

Annual leave compensation

An Orchestra Member whose employment relationship ends shall be paid holiday compensation equal to 4 days' pay per each month entitling him or her to annual holiday compensation.

6 § LOCAL BARGAINING

1. Derogations from the provisions of sections 4 and 5 and Annex 2 of this Collective Agreement may be made by local agreement for specific reasons.

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.

Local agreements within the meaning of the Collective Agreement can be concluded between the Employer and the shop steward.

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.

7 § WORKING OUTDOORS

In outdoor performances, the Opera and Ballet shall attempt to provide the Orchestra Members with working conditions as close to normal as possible. In practice, this means that the Opera and Ballet shall aim to provide heating so that the temperature in the performing space remains above +18 °C, to maintain humidity levels so as to avoid damaging the musical instruments, and to provide lighting in compliance with occupational safety and health regulations or other generally applicable standards.

8 § ROSTER

Orchestra Members' work shifts shall be announced in the work schedule posted on the Orchestra notice board.

The work schedule shall be posted by 11.00 on the Friday of the previous week. The work schedule shall show what is known as 'week 1', i.e. the work shifts for

Orchestra Members for the following week. The work schedule for 'week I' may be changed for compelling reasons, but only with regard to performances.

Additionally, the work schedule shall show what is known as 'week II', a preliminary listing of work shifts for the week following 'week I'.

9 § SICK PAY, FAMILY LEAVES, DENTAL CARE FOR WIND INSTRUMENT PLAYERS AND OTHER HEALTH CARE

Sick pay and family leaves

Sick pay for an Orchestra Member on a permanent employment contract at the Opera and Ballet shall be determined according to this section and the stipulations of Annex 1.

Compensation received by an Orchestra Member during sickness under an insurance policy paid for by the Employer, to the premiums of which the Opera and Ballet has contributed at least half, shall be deducted from the Orchestra Member's sick pay.

An Orchestra Member taking sick leave shall submit on request a medical certificate to the Opera and Ballet attesting to the illness.

The Opera and Ballet offers medical services available to Orchestra Members free of charge.

Pregnancy and parental leaves of an Orchestra Member are subject to the provisions of Annex 1.

Temporary child-care leave

If an Orchestra Member's child or another child who is under 10 years of age or disabled or chronically ill and who lives permanently in the Orchestra Member's household falls suddenly ill, the Orchestra Member 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.

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

Application directive

An Orchestra Member 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 Orchestra Member's own illness. If necessary, the Orchestra Member 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

Orchestra Members 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 Orchestra Member in accordance with section 1 of Annex 1.

In order to have a day off with pay in case of illness as specified above, it must be demonstrated that taking the day off was absolutely necessary for caring for, or arranging care for, the person falling ill. Entitlement to pay is also subject to the condition that both parents are in gainful employment or the family is a single parent family, and that a similar account of the child's illness is presented as in the case of the Orchestra Member'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.

Dental care

Orchestra Members who play wind instruments are entitled to reimbursement from the Opera and Ballet up to the amount agreed under the Salary Agreement for any dental care required during the year. In case of major dental work at substantial

cost, an Orchestra Member may apply to the Employer for a greater dental care contribution.

Other health care

Orchestra Members shall be compensated for one course of physiotherapy prescribed by a physician for muscular tension or similar complications up to the maximum annual amount agreed in the Salary Agreement.

10 § GROUP LIFE INSURANCE

The Opera and Ballet shall provide group life insurance for Orchestra Members in a manner agreed upon between labour market organisations.

Minuted note

The Opera is responsible for taking out the group life insurance policy. The Opera and Ballet shall pay a premium determined according to grounds confirmed by the Ministry of Social Affairs and Health, it being a fixed percentage of the combined salaries of all Employees under the Employment Accidents Insurance Act. The premium shall be paid together with the premium for the statutory accident insurance.

The terms of the insurance policy reflect the current practice regarding the group life insurance that the Central Organisation of Finnish Trade Unions SAK and the Confederation of Finnish Industries EK have agreed upon.

11 § TRANSFER TO LESS DEMANDING DUTIES

An Orchestra Member who has reached his or her 50th birthday and who has been with the Orchestra in a demanding position for 15 years is entitled to transfer to less demanding duties in the Orchestra while retaining pay and benefits.

If the transfer to less demanding duties is grounds for termination of employment, the transfer can be carried out and conditions of compensation changed subject to the notice period.

12 § PERMANENT DISABILITY AND OLD AGE PENSIONS

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

13 § APPOINTMENT OF OPERA MANAGEMENT AND CONDUCTORS

When the General Director of the Opera and Ballet, the Artistic Directors, the Head Conductor, the Principal Visiting Director or similar individual as well as the Orchestra Manager is being appointed, the Orchestra shall be entitled to submit its opinion, through the delegation, on the candidates for the appointments.

14 § BY-LAWS

Orchestra Members are required to comply with the by-laws of the Opera and Ballet and with any work-related instructions issued by the Opera and Ballet management and conductors, provided that they do not conflict with the provisions of this Collective Agreement.

15 § UNION DUES

Trade union dues are deducted in each payment month from the salaries of Orchestra Members who have authorised this procedure.

16 § SHOP STEWARD

1. The term 'shop steward' refers to an Employee elected by the Orchestra to represent them and named as such to the Employer.
2. The shop steward shall be elected from among the regular members of the Orchestra, who shall be provided with the opportunity to participate in the election. Helsingin Muusikot ry (Helsinki Musicians' Association) shall be entitled to organise the election where necessary. The election of the shop steward may be held at the workplace if so agreed with the Employer in advance.
3. The Employer shall be given written notification of the elected shop steward.
4. The principal duty of the shop steward, as the representative of Employees covered by this Collective Agreement, is to ensure that this Collective Agreement is complied with and to lead negotiations on behalf of the Employees concerning the agreement in the manner agreed upon in section 20 of this Collective Agreement.
5. The shop steward shall also represent the Employees in matters concerning the application of labour legislation.
6. In case of any uncertainty or disagreement regarding an Employee's salary or other employment-related issues, the shop steward must be provided with all the information relevant to the settlement of the dispute.

7. The shop steward is entitled to be informed, at regular intervals agreed locally, of the average monthly earnings of the Employees covered by this Collective Agreement by job group and their position in the pay scale of the Collective Agreement, in a manner that does not reveal the pay of individual Employees.
8. The shop steward's employment relationship may not be terminated for reasons related to his or her position as a shop steward.
9. If the regular work of persons elected as shop steward prevents them from carrying out their elected duties, this arrangement must not reduce their earnings.
10. The shop steward's employment relationship shall not be terminated except in cases where it is mutually agreed that he or she cannot be assigned duties appropriate for his or her profession or otherwise suitable for him or her.

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

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

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

travel expenses in accordance with the Travel Annex to the Collective Agreement.

16. Where possible, the Opera and Ballet shall make permanent and appropriate facilities available to the shop steward for the storage of documents and office supplies necessary for the performance of his or her duties.
17. All negotiation procedures shall be governed by the provisions of this Collective Agreement.
18. The Opera and Ballet shall pay the shop steward compensation for telephone calls during the performance year as agreed locally.
19. The Opera and Ballet will pay the shop steward compensation for time and loss of income in the amount of EUR 597.82 as of 1 May 2023 and EUR 615.75 as of 1 June 2024.

17 § 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.

18 § NON-COMMERCIAL RECORDINGS

1. The Opera and Ballet shall be entitled to produce or commission photos and recordings of rehearsals and performances for its own marketing and PR purposes, featuring performances by artists employed by the Opera and Ballet.
2. The Opera and Ballet shall be entitled to produce or commission recordings of music for use in performances:
 - stage music recordings

- accompaniment recordings

3. Such recordings shall be made during working hours at the workplace.
4. 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.
5. The Opera and Ballet shall be entitled to produce recordings of works performed by Orchestra Members 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.
6. Stage music recordings may be made for artistic, production-related or technical reasons, or in cases where no suitable personnel is available.
7. 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. All musical recordings containing performances by the Orchestra are for the exclusive use of the Opera and Ballet. Such recordings may not be transferred, lent or sold to anyone not covered by this Agreement.
9. None of the recordings referred to in this Agreement may be used in a situation where members of the Finnish Musicians' Union employed at the Opera and Ballet are undertaking industrial action or have been laid off.
10. Commercial audio and video recordings and radio and TV broadcasts of performances by the Orchestra of the Opera and Ballet shall be agreed upon in a separate Recording Agreement between the Opera and Ballet and the Finnish Musicians' Union.

19 § INDUSTRIAL PEACE

All industrial action concerning this Collective Agreement as a whole or any individual provision thereof is prohibited.

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 § PERIOD OF VALIDITY OF THE AGREEMENT

The new agreement period will end on 28 February 2025.

The Agreements and Protocol 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 new Collective Agreements, Salary Agreements and Protocols are under negotiation, the provisions of the previous agreements and protocol shall remain in force until the new Agreements and Protocol 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

FINNISH MUSICIANS' UNION

ANNEX 1 GENERAL PROVISIONS CONCERNING WORK DISABILITY AND PREGNANCY AND PARENTAL LEAVE

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

1 § Compensation for periods of absence

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

2 § Right to sick leave

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

1. For sick leave referred to in section 2, Employees are entitled to the following:
 - a) A salary in accordance with section 1 without any reductions if the total number of sick leave days in a calendar year does not exceed 60;
 - b) 75% of the salary determined in section 1 for the number of sick leave days that exceed 60 in a calendar year; and
 - c) 60% of the salary determined in section 1 for the number of consecutive sick leave days that exceed 180 from the date of commencement of sick leave.
2. After the turn of the calendar year, sick pay is due as per subsection paragraphs a and c also when the number of consecutive sick leave days has exceeded 180.
3. Under this section, an Employee is entitled to pay for consecutive sick leave for a maximum period of one year.
4. Sick leave is considered consecutive if the Employee has not been at work for at least 30 calendar days between periods of sick leave or if the periods of sick leave are not clearly due to different cases of illness or different accidents or cases of occupational disease.

5. The Employee is paid a sick leave supplement for the period of paid sick leave. The amount of the supplement for each day of sick leave is 1/365 of the total number of evening and Sunday work bonuses paid in the preceding performance year.

4 § Accidents at work and occupational diseases

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

5 § Coordination of an Employee's sick pay compensations

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

6 § Pay for pregnancy and parental leave

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

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

- the pregnancy leave must be applied for at least two months before it is due to start, and
- a certificate is presented to the Employer stating the duration of the pregnancy and the calculated date of childbirth.

2. An Employee who is entitled to parental allowance under Chapter 9, Section 5(1-3) or Chapter 9, Section 9 of the Health Insurance Act (28/2022) shall be paid the salary provided for in Section 1 for the first 32 days of the parental allowance period. Parental leave in excess of this period is unpaid.

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

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

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

Transition provision

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

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

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

7 §

Transfer of pregnancy and parental allowance to the Employer

1. An Employee's entitlement to daily, pregnancy or parental allowance under the Health Insurance Act shall transfer to the Employer to the extent that the amount of daily, pregnancy or parental allowance does not exceed the amount of salary received during the same period.
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 2 TRAVEL

Travel time

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

Application directive

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

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

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

Reimbursement of travel expenses

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

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

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

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

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

Application directive

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

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

reduced and that the increase in travel time is proportionate to the savings achieved and that the trip is therefore carried out in the most advantageous way for the Employer as a whole.

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

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

6. Special charges

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

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

7. Expense reports and receipts

Travel expenses must be claimed by submitting an expense report to the Employer within two months of the end of the trip, on pain of forfeiting the right to reimbursement. The Employer may, for special reasons, order that compensation must be applied for sooner after the trip, while still allowing a reasonable period of time for doing so. On request, the Employer may au-

thorise the payment of compensation even if the claim has not been submitted within the time limit. Receipts for expenses incurred must be attached to the expense report, where available.

SALARY AGREEMENT 2023–2025

Between Service Sector Employers PALTA and the Finnish Musicians' Union Concerning Members of the Orchestra of the Finnish National Opera

1 § SCOPE OF APPLICATION

This Salary Agreement specifies the terms of pay of the members of the Orchestra of the Finnish National Opera.

This Salary Agreement shall be observed as part of the Collective Agreement signed by the signatory parties, except that it shall not apply to musicians hired for a fixed period or for a specific task for less than one month, or to part-time musicians.

2 § PAYMENT OF SALARIES

Salaries shall be paid on a regular salary payment date announced in advance.

The salary of an Orchestra Member shall be paid into a financial institution designated by him or her.

If the financial institution in question is not open on the salary payment date, the salary must be available to the Orchestra Member on the weekday or day of opening immediately preceding the salary payment date.

Extra and bonus compensation above the basic monthly salary is paid on the basis of working hour reports submitted to the Opera and Ballet. Such items shall be paid no later than on the salary payment date immediately following the submission of the working hours report if this report has been submitted for inspection at least 7 working days before the deadline for submitting such reports to Payroll Accounting.

3 § TECHNICAL SALARY CONCEPTS

Work-specific salary component

The work-specific salary component is the minimum pay for a position at a specific job competence level as specified in this Salary Agreement. Usually it is the lowest salary in the relevant job group. It may also include a work-specific increment determined by the special requirements and/or responsibilities entailed in the job duties or position in question.

Personal salary component

The personal salary component is paid on the basis of qualifications exceeding those required for the Employee's job.

Basic monthly salary

The basic monthly salary is the salary paid to each Orchestra Member for work done during regular working hours.

Basic hourly pay

The basic hourly pay is paid to each Orchestra Member for 1 hour's work; the amount is obtained by dividing the basic monthly salary by 123.

4 § PAY AND JOB GROUPS

This Salary Agreement groups the job duties and salaries of Orchestra Members according to the requirements, responsibilities and work performances of the various positions.

If an Orchestra Member is temporarily assigned to a more demanding job in a higher job group for a period of at least 2 weeks, he or she shall be paid for the entire duration of that assignment according to the salary for that more demanding job under this Salary Agreement. Any competence increments that the Orchestra Member in question may have shall be taken into account.

If an Orchestra Member is repeatedly assigned to a more demanding job in a higher job group for short periods of time, additional compensation may be agreed upon separately.

Orchestra Members shall be paid at least the minimum salary specified for their job group.

An Orchestra Member may be paid a salary higher than that specified for his or her job group, depending on the job demand level and his or her qualifications.

If agreement cannot be reached in the workplace on the assignment of an Orchestra Member to a job group as specified herein, the matter shall be submitted to the signatory parties of the Collective Agreement for negotiation.

5 § JOB GROUPS AND SALARY GRADES

The salaries of Orchestra Members shall be determined according to appropriate job grouping and pay scale.

Compensation for the secondary instrument requirement is included in the job group specific basic salary, including competence increments.

For a special instrument requirement, an Orchestra Member shall be paid 25% of the extra fee paid for the assignment in question.

Secondary instrument requirements and special instrument requirements are determined according to Annex 1 to the Salary Agreement.

6 § COMPETENCE INCREMENT

In order to guarantee a sufficient minimum salary, each Orchestra Member shall be paid competence increments on the basis of seniority and completed degrees or qualifications as follows:

1st professional competence increment after 2 years of joining the job group, 2% of the work-specific salary component; 2nd increment after 4 years, 5%; 3rd increment after 7 years, 3%; 4th increment after 10 years, 7%.

Periods of employment taken into account when calculating seniority for professional competence increments for an Orchestra Member shall include employment relationships after his or her 17th birthday, which have been in a field or in a job that may be considered of direct relevance to his or her work in the Opera Orchestra, and in which the working hours have totalled at least 20 hours per week.

Education and training shall be taken into account as equivalent to seniority as follows: 2 years shall be added for a degree completed at the Sibelius Academy of the University of the Arts Helsinki 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, and 1 year shall be added for a completed A-level or diploma examination in the instrument that the Orchestra Member plays in the Orchestra.

Other previous experience may be similarly taken into account on a case-by-case basis.

If an Orchestra Member's qualifications exceed the job demand level of his or her work, this may be compensated for with a discretionary personal professional competence bonus.

Discretionary personal professional competence bonuses shall be harmonised with seniority-based professional competence increments as follows: the 1st discretionary bonus shall be considered the 4th professional competence increment as if earned in advance; the 2nd shall be considered the 3rd, the 3rd the 2nd, and the 4th the 1st professional competence increment.

The shop steward shall be entitled to submit proposals for the granting of discretionary personal professional competence bonuses to Orchestra Members.

The amount of personal bonuses shall be reviewed as the Orchestra Members' qualifications change.

7 §

TRANSFER TO LESS DEMANDING DUTIES

An Orchestra Member who has reached his or her 50th birthday and who has held a demanding job for 15 years is entitled to transfer to less demanding duties in the Orchestra while retaining pay and benefits. An Orchestra Member exercising this right shall continue to be paid as in his or her previous job group. If the pay in his or her previous job group should change because of an amendment of the Salary Agreement, his or her pay shall change accordingly. An Orchestra Member who has transferred to less demanding duties as above shall also continue to be granted seniority-based professional competence increments. These are determined according to the pay in his or her previous job group.

Minuted note

If, at the time when this Agreement enters into force, there are current personal agreements under which Orchestra Members have transferred to less demanding duties while retaining pay and benefits, these personal agreements shall be considered to be subsumed under the transfer provisions above.

Transfers to less demanding duties under any other arrangement shall not be so considered. In the latter cases, however, the Orchestra Members do retain the pay that they had before transferring to less demanding duties. Such Orchestra Members shall also be granted seniority-based professional competence increments. However, if the pay for the previous job group of such an Orchestra Member should later change, this change shall not be carried over into his or her pay. His/her pay shall nevertheless be no less than that of his or her new, less demanding job group. If the transfer to less demanding duties is grounds for termination of employment, the transfer can be carried out and conditions of compensation changed subject to the notice period.

Secondary instrument bonuses shall be paid according to the Collective Agreement or according to any otherwise agreed performance requirement.

8 §

PERFORMING IN A SOLOIST ENSEMBLE AND ON STAGE

If an Orchestra Member is assigned to perform in a demanding soloist ensemble of no more than 13 members in connection with the work of the Orchestra, he or she shall be paid a separately agreed fee.

If an Orchestra Member is assigned to perform both in the orchestra pit and outside it or on stage, he or she shall be paid a bonus of EUR 30.00 per performance from 24 March 2023.

If an Orchestra Member is required to perform on stage, participating in the stage action under direction, the fee for this shall always be separately agreed in advance.

The above fees cover any additional and overtime pay that may be due for preparatory and post-performance activities.

9 § COMPENSATION FOR ADDITIONAL WORK AND OVERTIME

Additional work is compensated by paying the Employee a basic hourly rate of pay without any increments.

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

Overtime compensation for hours in excess of the regular weekly working hours shall be the basic hourly pay plus 50%.

Hours in excess of the regular daily working hours shall not be taken into account when calculating the weekly overtime compensation.

Section 10 TRAVEL (deleted) From 24 March 2023, Annex 2 applies

10 § DENTAL CARE FOR WIND INSTRUMENT PLAYERS AND OTHER HEALTH CARE

Orchestra Members who play wind instruments in the Orchestra are entitled to reimbursement up to a locally agreed amount for any dental care required during the year.

The maximum amount which Orchestra Members shall be compensated for physiotherapy prescribed by a physician for muscular tension or similar complications shall be agreed upon locally.

11 § HOLIDAY BONUS

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 in section 5 of the Collective Agreement.

If an Orchestra Member is not paid a salary for the July in question, the holiday bonus shall 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.

Holiday bonus shall not be paid to Orchestra Members who, without authorisation or without presenting valid justification, were absent from work immediately before their holiday began or immediately after it ended, or who did not observe their period of notice.

12 § RECORDINGS

Commercial audio and video recordings and radio and TV broadcasts of performances by the Orchestra of the Opera and Ballet have been agreed upon in a Recording Agreement between the Opera and Ballet and the Finnish Musicians' Union.

13 § INSTRUMENT AND DRESS REIMBURSEMENT

Orchestra Members shall be paid an annual instrument and dress reimbursement as agreed locally.

Application directive

When an Orchestra Member is on unpaid maternity, paternity, parental or child-care leave, undergoing military service or taking any other unpaid leave for more than 30 days, a corresponding deduction shall be made from the instrument and dress reimbursement. This shall apply even if the Orchestra Member is only employed for part of the calendar year.

14 § INDUSTRIAL PEACE

All industrial action concerning this Collective Agreement as a whole or any individual provision thereof is prohibited.

15 § DISPUTE RESOLUTION

Any disputes arising out of this Agreement shall be subject to negotiation as provided in the Collective Agreement for Orchestra Members at the Opera and Ballet.

16 § TERM OF THE CONTRACT

The new agreement period will end on 28 February 2025.

The Agreements and Protocol 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 new Collective Agreements, Salary Agreements and Protocols are under negotiation, the provisions of the previous agreements and protocol shall remain in force until the new Agreements and Protocol 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

FINNISH MUSICIANS' UNION

ANNEX 1 TO THE SALARY AGREEMENT, Secondary and Special Instruments

ORCHESTRA OF THE FINNISH NATIONAL OPERA

Secondary instruments are given below for each job title as job-specific performance requirements; the compensation paid for this is included in the basic pay for the job group, including professional competence increments.

Special instruments are listed below for each instrument group. Their performance requirements are not associated with any specific job. Compensation shall be paid as a one-off compensation as specified in the Collective Agreement.

Soloist performances and major orchestral solo parts (e.g. cor anglais in Swan of Tuonela) shall be agreed separately.

INSTRUMENT GROUP AND JOB TITLE	SECONDARY INSTRUMENT	SPECIAL INSTRUMENTS one-off compensation
FLUTE		bass flute
Principal	piccolo	
Alternating principal	piccolo	
Deputy Principal	piccolo	
Musician 4	piccolo, alto flute	
Musician 5, designated special wind soloist	1st piccolo, alto flute	

INSTRUMENT GROUP AND JOB TITLE	SECONDARY INSTRUMENT	SPECIAL INSTRUMENTS one-off compensation
OBOE		bass oboe, heckelphone, musette
Principal 1st part	oboe d'amore	
Alternating Principal 1st and 2nd parts	cor anglais (4th cor anglais; also performs cor anglais parts written for 1st oboe)	
Deputy Principal 1st, 2nd and lower parts	oboe d'amore, cor anglais (3rd cor anglais; also performs cor anglais parts written for 1st oboe)	
Musician 4 2nd and lower parts	cor anglais (2nd cor anglais)	
Musician 5 2nd and lower parts, designated special wind soloist	cor anglais 1. cor anglais	
The heckelphone performance requirement is principally associated with the 'Musician' post, and for this the job holder shall be paid a basic salary one job group higher, with professional competence increments.		

INSTRUMENT GROUP AND JOB TITLE	SECONDARY INSTRUMENT
CLARINET	
Principal 1st part	C clarinet 3. Eb/D clarinet basset horn
Alternating Principal 1st and 2nd parts	C clarinet 3rd bass clarinet basset horn
Deputy Principal 1st, 2nd and lower parts	C clarinet, 1st Eb/D clarinet 3rd bass clarinet basset horn, undemanding parts
Musician 4 2nd and lower parts, designated special wind soloist	C clarinet 1st bass clarinet basset horn
Musician 5 2nd and lower parts	C clarinet 2. Eb/D clarinet 2nd bass clarinet basset horn

INSTRUMENT GROUP AND JOB TITLE	SECONDARY INSTRUMENT
BASSOON	
Principal	contrabassoon
Alternating Principal	contrabassoon
Deputy Principal	contrabassoon
Musician 4	contrabassoon
Musician 5	contrabassoon

INSTRUMENT GROUP AND JOB TITLE	SECONDARY INSTRUMENT
FRENCH HORN	
Principal	descant horn, Wagner tuba, natural horn, Vienna horn
Alternating Principal	descant horn, Wagner tuba, natural horn, Vienna horn
Deputy Principal 1st and 3rd horn	descant horn, Wagner tuba, natural horn, Vienna horn
Musician 2 2nd and low horn	descant horn, Wagner tuba, natural horn, Vienna horn
Musician 4 low horn	descant horn, Wagner tuba, natural horn, Vienna horn
Musician 5 3rd and 2nd horn performance requirement 1st part in undemanding works, designated special wind soloist	descant horn, Wagner tuba, natural horn, Vienna horn
Musician 6	descant horn, Wagner tuba, natural horn, Vienna horn

INSTRUMENT GROUP AND JOB TITLE	SECONDARY INSTRUMENT	SPECIAL INSTRUMENTS one-off compensation
TRUMPET All have Bb and C trumpet performance requirement		D/Eb/F trumpets, piccolo trumpets, Aida trumpets, flugelhorn
Principal	cornet (Bb, C) German trumpet (Bb, C)	
Alternating Principal	cornet (Bb, C) German trumpet (Bb, C)	
Deputy Principal	cornet (Bb, C) German trumpet (Bb, C)	
Musician 4	cornet (Bb, C) German trumpet (Bb, C)	
Musician 5	cornet (Bb, C) German trumpet (Bb, C)	

INSTRUMENT GROUP AND JOB TITLE	SECONDARY INSTRUMENT	SPECIAL INSTRUMENTS one-off compensation
TROMBONE		baritone horn bass trumpet
Principal	alto trombone	
Alternating Principal	alto trombone	
Deputy Principal 1st and 2nd trombone	alto trombone	
Musician 4 2nd and bass trombone, designated special wind soloist	contrabass trombone	
Musician 5 bass trombone, designated special wind soloist	contrabass trombone	

INSTRUMENT GROUP AND JOB TITLE	SECONDARY INSTRUMENT
TUBA	
Principal both tubas performance requirement	Bb/C/F/Eb tubas and cimbasso

INSTRUMENT GROUP AND JOB TITLE	SECONDARY INSTRUMENT	SPECIAL INSTRUMENTS one-off compensation
TIMPANI		drum kit
Principal	effects with electric instruments	steelpan, cimbalom, santur, kalimba
Alternating Principal	percussion effects with electric instruments	<i>Ethnic hand drums played by hand:</i> Bongo and conga drums, tabla, riq, tar, darbuka, djembe etc.
Deputy Principal	percussion effects with electric instruments	<i>Melodically written:</i>
PERCUSSION		slide whistle, kazoo, jaw harp, saw, flexaton, keyboards
Principal esp. mallets	effects with electric instruments	
Alternating Principal esp. mallets	effects with electric instruments	
Deputy Principal esp. mallets	effects with electric instruments	

INSTRUMENT GROUP AND JOB TITLE	SECONDARY INSTRUMENT
DOUBLE BASS	
Solo Player	5-string bass / C extension bass
Principal	5-string bass / C extension bass
Deputy Principal	5-string bass / C extension bass
Musician	5-string bass / C extension bass

COLLECTIVE AGREEMENT FOR ORCHESTRA EXTRAS AT THE FINNISH NATIONAL OPERA

1 § This Collective Agreement specifies the terms of employment for musicians hired as extras in the Orchestra of the Finnish National Opera.

2 § The Employer engages or commissions a third party to hire the musicians needed for a specific assignment, separately for each assignment. The contract must include information on the specific working hours involved. Such a contract may be cancelled by either party no later than 2 days before the beginning of the assignment.

3 § The Opera and Ballet shall pay as compensation:

Standard fees

When a musician performs in the orchestra pit, or on stage, or backstage in a space reserved for that purpose, e.g. separated by a screen:

		1 May 2023	1 Jun 2024
		EUR	EUR
a)	Performance, up to 3.5 hours before 23.00	153.84	158.46
b)	Rehearsal, up to 3 hours before 23.00	101.72	104.77
c)	Rehearsal pianist: rehearsal, up to 3 hours before 23.00	101.72	104.77
d)	Dress rehearsals are paid for as performances.		

Bonuses

		1 May 2023	1 Jun 2024
		EUR	EUR
a)	Performance lasting more than 3.5 hours, for each beginning half hour before 23.00		
		28.28	29.13
	Ditto, after 23.00	33.34	34.34
b)	Rehearsal lasting more than 3 hours, for each beginning half hour before 23.00		
		22.72	23.40
	Ditto, after 23.00	28.28	29.13
c)	Rehearsal pianist: Rehearsal lasting more than 3 hours, for each beginning half hour before 23.00		
		22.72	23.40
	Ditto, after 23.00	28.28	29.13
d)	Fee paid per performance when a musician is assigned to play on stage in view of the audience		
		39.14	40.31
e)	Fee paid for the 1st performance where a musician is assigned to participate in stage action as an individual or in a group, to perform in costume and/or in makeup		
		38.98	40.15
	Fee paid for each subsequent performance	28.17	29.02
f)	Fee paid to a musician who plays more than one instrument, per instrument per performance		
		22.63	23.31

4 § If a musician is hired to substitute for the leader of the orchestra, he or she shall be paid the relevant fee with a 30% bonus.

5 § If a musician serves as a principal or is hired to play a special instrument as defined in the annex to the Salary Agreement of the Orchestra's Collective Agreement, except for the baritone horn, he or she shall be paid the relevant fee increased by 25%.

6 § If a musician is hired to play in a performance without participating in the rehearsals for the production, he or she shall be paid double the relevant fee (prima vista fee).

7 § If a musician is required to transport an electric guitar or other instrument including amplifiers, or a drum kit, or a double bass, cello, baritone saxophone, accordion, electric piano, electric organ or similar instrument to a location designated by the Employer for the assignment, he or she shall be paid compensation for the use of his or her own car according to the Employer's travel regulations and also a driver's fee, which shall be EUR 5.81. If a hired vehicle is used, costs shall be reimbursed against a receipt. In both cases, the maximum amount of reimbursement for the use of a vehicle is EUR 16.14. Transporting 3 or more instruments smaller than the above at any one time also entitles the musician to reimbursement as detailed above. Transport arrangements for unusually large instruments shall be agreed upon in advance.

8 § Holiday compensation shall amount to 13.5% of total pay. The holiday compensation shall be paid together with salary payment.

9 § Reimbursement of travel expenses

1. If a musician is required by the Employer to travel, travel costs shall be reimbursed according to the Finnish National Opera and Ballet travel regulations. Travel time compensation shall be EUR 18.19 per hour, up to 6 hours per day. Travel time shall not be counted as working hours.
2. The above compensation shall not be paid if the musician has been provided with overnight accommodation (e.g. a sleeping berth on board a ship or train) between 22.00 and 07.00 during travel.
3. The provisions of point 1 above shall also apply to musicians who have to travel more than 100 km for a performance or a rehearsal when hired by the Employer.

10 § **RIGHT OF THE OPERA TO PRODUCE AND USE RECORDINGS**

Regarding the right of the Opera to produce and use non-commercial recordings, the relevant provisions of the currently valid Collective Agreement for the Orchestra of the Finnish National Opera and Ballet shall apply. The use of recordings for any other purpose will be agreed with the musicians involved in the recording.

11 § RECORDING FEES FOR STAGE MUSIC AND ACCOMPANIMENT RECORDINGS

The Opera shall pay musicians participating in recording sessions EUR 37.99 per hour as of 1 May 2023 and EUR 39.13 per hour as of 1 June 2024. The minimum fee is for three (3) hours, i.e. EUR 113.97 as of 1 May 2023 and EUR 117.39 as of 1 June 2024.

A 100% bonus shall be paid on recording fees for recording sessions at night (between 23.00 and 07.00).

A recording session is considered to begin at the agreed time when the participating musicians are required to be present and ready to play.

12 § COMPENSATION FOR THE USE OF STAGE MUSIC AND ACCOMPANIMENT RECORDINGS

1. If stage music and accompaniment recordings are used for the purposes of the Opera personnel training, teaching or rehearsals, but not public performance, the Opera shall pay the musicians who participated in the recording the recording fee referred to in section 11 with a 100% bonus.
2. The public use of stage music and accompaniment recordings is compensated to the musicians by a one-off payment of 3.2 times the total fee for the recording session, starting from the second time the recording is used. If the duration of the recording session has exceeded 13 hours, a one-off payment of 2.8 times the total fee for the recording session will be paid, starting from the second time the recording is used. The first use of the recording is included in the total fee for the recording session. The usage fee will be paid from the second use of the recording, in arrears.

The total recording fee includes all pay for work related to a particular recording, including any rehearsals required.

The compensation is calculated on the basis of the total recording fee paid.

This section 12(2) applies to recordings made after 25 February 2022 and their use. The use of recordings made before this date is subject to the corresponding provisions of the previous collective agreement for orchestra extras in the Finnish National Opera Orchestra.

13 § OTHER AUDIO AND VIDEO RECORDINGS

Audio and video recordings, as well as radio and TV broadcasts, shall be governed by the provisions of the then-current Recording Agreement of the Orchestra of the Finnish National Opera and Ballet.

14 § DISPUTE RESOLUTION

Any disputes arising out of the interpretation and application of this Agreement shall be negotiated according to the relevant provisions of the Collective Agreement for the Orchestra of the Finnish National Opera and Ballet.

15 § COLLECTING OF MEMBERSHIP FEES

Membership fees of the Finnish Musicians' Union shall be deducted by the Employer from the salaries and fees under this Agreement of Orchestra Members who have authorised this procedure. The Employer shall issue Employees with receipts of the fees thus deducted at the end of the calendar year for tax returns.

16 § INDUSTRIAL ACTION

All industrial action concerning this Collective Agreement as a whole or any provision thereof is prohibited.

17 § PERIOD OF VALIDITY OF THE AGREEMENT

The new agreement period will end on 28 February 2025.

The Agreements and Protocol 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 new Collective Agreements, Salary Agreements and Protocols are under negotiation, the provisions of the previous agreements and protocol shall remain in force until the new Agreements and Protocol 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

FINNISH MUSICIANS' UNION

PROTOCOL ON THE TERMS OF EMPLOYMENT FOR ORCHESTRA ATTENDANTS

This Protocol specifies certain terms of employment for Orchestra Attendants on a monthly salary at the Finnish National Opera and Ballet.

1. The job duties of Orchestra Attendants are listed in Annex 1.
2. An Orchestra Attendant's normal working hours may not exceed 8 hours a day and 40 hours a week. The annual working time is extended by 8 hours for operational and production-related needs as agreed locally. If no agreement is reached on the extension of working time, the Employer will extend the working time by up to 2 hours per calendar month until 8 hours is reached.

No deduction from working hours will be made for Ascension Day and Epiphany.

Orchestra Attendants shall be given at least one day off per week.

Irrespective of how the weekly rest period is arranged, 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.

For weekly overtime, 1.5 hours of time off shall be granted for each 1 hour of overtime. Such time off shall be granted and used within 1 month of the overtime being logged. If it is not possible to grant time off in this fashion, overtime compensation totalling basic hourly pay with a 50% bonus for the overtime shall be paid.

Work shifts for Orchestra Attendants shall be announced in a work schedule that covers the following week.

Minuted note

For the time being, the Orchestra Attendants themselves shall plan their work shifts.

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

3. Orchestra Attendants shall be paid according to salary grade M 17, with seniority increments.

Orchestra Attendants whose duties include the use and development of a computer-based planning system will be paid a position-specific increment equivalent to one salary grade as of 1 August 2014.

Orchestra Attendants shall be paid a phone cost reimbursement of EUR 34.06 per month.

Travel expenses will be reimbursed in accordance with Annex 2.

If an Orchestra Attendant is exceptionally summoned to work on his or her day off, a separate fee equal to 3 hours' pay shall be paid for this 'emergency call'.

4. Domestic tour work refers to work performed outside the Helsinki area. Compensation for this type of work is the regular hourly rate increased by 15%.

Foreign tour work refers to work performed abroad. Compensation for this type of work is the regular hourly rate increased by 25%.

The extra compensation for tour work is paid for actual working hours, not for the time used for travel.

5. Orchestra Attendants shall have an annual leave of 2 months, of which at least 6 weeks are to be taken consecutively during the holiday season. The remainder of the annual leave may be allocated outside the holiday season in periods of at least 6 weekdays, unless otherwise agreed.

Minuted note

The annual leave of an Orchestra Attendant whose employment relationship began between 15 January and 31 March shall be 4 days per each month of that holiday determination year.

The duration of the annual leave of an Orchestra Attendant shall be reduced by 4 weekdays per each calendar month during which the Orchestra Attendant 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 Orchestra Attendant on an unpaid discretionary leave of absence for the entire performance year (12 months) shall not earn any annual holidays for that period.

6. The Opera shall procure the protective clothing needed by the Orchestra Attendant in his or her work.
7. This Agreement including Annexes shall take effect on 24 March 2023 and remain in force until 28 February 2025. Thereafter, the agreement is considered to be automatically renewed for one year at a time, unless either party gives notice of termination no later than 2 months before the end of the agreement period.

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

Helsinki, 24 March 2023

SERVICE SECTOR EMPLOYERS PALTA

FINNISH MUSICIANS' UNION

ANNEX 1

JOB DESCRIPTION OF THE ORCHESTRA ATTENDANTS OF THE FINNISH NATIONAL OPERA AND BALLET

The duties of Orchestra Attendants include:

1. To act as the responsible caretaker for the instruments of the Opera; to manage the storage of instruments and equipment as well as their stage arrangement, transfer and transportation; and to ensure that the conditions at the rehearsal and performance venues are otherwise such that the Orchestra can do its work without interference. The above also applies to concerts in the Opera house.
2. To ensure, in connection with Orchestra rehearsals and performances, that the Orchestra Members, or substitutes in the case of absences, listed in the work schedule are present and notify any absences and delays observed to their supervisors.
3. To act as the Orchestra's music librarian and to manage the storage of sheet music and its distribution to Orchestra Members as warranted by work conditions.
4. To take care of practical matters involved in lending out instruments to external parties. Lending is subject to approval by the principal and the supervisor.
5. To prepare orchestral groupings for each production and manage their filing.
6. To engage orchestra assistants for performances in the evenings and weekends.
7. To perform other duties as may be assigned by the supervisor.
8. To use and develop a computer-based planning system if necessary for the performance of work duties.