

The collective labour
agreement for
film and TV production
7.2.2022 – 31.1.2024

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**SERVICE SECTOR EMPLOYERS PALTA
TRADE UNION FOR THEATRE AND MEDIA FINLAND
THE UNION OF JOURNALISTS IN FINLAND**

Renewing the collective labour agreement for film and TV production

PROTOCOL OF SIGNATURE

Date: 7 February 2022

Place E-mail

Present

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Employers PALTA

The Union of
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1 Term of the Agreement

The agreement period begins on 7 February 2022 and is effective until 31 January 2024.

However, if the parties fail to reach an agreement on the wage increases for 2023 by 30 November 2022, the collective labour agreement may be terminated to end on 31 January 2023.

After 31 January 2024, the agreement shall continue to be in force for one year at a time, unless it is terminated in writing at least two months before the end of the agreement period. During negotiations on a new collective labour agreement, the provisions of previous collective labour agreement shall remain in force until a new collective labour agreement has been made or the agreement negotiations have otherwise ended.

2 Wage provisions

2.1 Wage increase in 2022

Unless otherwise agreed in accordance with section 2.2, employee wages are increased by 2.0% on 1 May 2022 or from the start of the next pay period. This wage increase is implemented as a 1.5% general increase and 0.5% is allocated as a company-specific remuneration that the employer decides on how to disperse.

Implementation method of company-specific remuneration in 2022

The purpose of the company-specific remuneration is to support incentivising and fairness in wages and to develop productivity at the workplace and to correct potential wage distortions. Employee expertise and job performance should be guiding factors when dispersing personal wage increases.

2.2 Local wage agreement

The wage agreement in 2022 can also be negotiated and agreed locally with the shop steward by way of derogation from section 2.1.

Wage agreements shall be negotiated and agreed locally with the shop steward while considering the company circumstances, conditions and future outlook. The aim is to support wage incentives and fairness as well as to develop productivity at the workplace, and to correct potential wage distortions. Employee expertise, experience, job performance and cooperation skills should be a guiding factor when dispersing personal wage increases.

The implementation method, timing and amounts of the wage increases are agreed on in local wage agreements. The agreement is to be made in writing with the shop steward.

Before the negotiations, the employer will provide the shop steward with the information available to them on the state of the company's circumstances, financial position and outlook, as well as the company's wage structures by wage group in a manner where individual employee wages cannot be determined.

The information provided to the shop steward during the negotiations is confidential and it can only be used when negotiating on a local wage agreement.

The local agreement will be concluded by 1 April 2022.

The basis of the company-specific wage increase is the wages paid in March, unless another month better describes the average monthly wage totals.

If an agreement cannot be reached, the wage increases will be paid in accordance with section 2.1 at the date stated therein.

After the company-specific wages are dispersed, the employer shall, within a reasonable amount of time, provide a report to the shop steward on how the wage increases were dispersed and the basis used for the disbursement. The report should include the number of employees that received wage increases, the average amount of the increase and the total amount of wage increases.

The contracting parties shall instruct the local parties in relation to the local wage agreement in a jointly agreed manner.

2.3. Film and TV production wage tables

The wage tables are increased by 2.0% effective 1 May 2022.

The above-mentioned wage tables shall be appended to the Protocol of Signature.

3 Amendments to the collective labour agreement

3.1 Equal treatment and non-discrimination

A new section 4 is added to the collective labour agreement and the numbering is changed accordingly:

In the case of equal treatment and non-discrimination, chapter 2, section 2 of the Employment Contracts Act (reference provision) shall be complied with. The employer shall treat employees equally, unless a derogation from this rule is justified by the tasks and position of the employees. Fixed-term and part-time employment relationships may not be subject to less favourable working conditions than other employment relationships solely because of the duration of the employment contract or the length of working time, unless this is justified on objective grounds.

3.2 Film and TV production wages

The headings of sections 5 and 6 of the collective labour agreement are amended as follows:

Section 5 Minimum wages for film production

Section 6 Minimum wages for TV production

3.3 Levelling working hours

After the third paragraph of section 10 of the collective labour agreement, a new minute is added:

Minute: The parties underline the importance of giving particular attention to the number of consecutive three-week periods of working time in the working time planning and its impact on employees' ability to cope.

The following application instructions are added to section 10 of the collective labour agreement:

Application instruction: For the purposes of the Working Time Act, regular working time means the daily and weekly working time of an employee, excluding additional work and overtime.

The levelling period is defined as the period during which the working time is to be levelled to the employee's regular working time. At the end of the levelling period, the average weekly working time should be levelled to a maximum of 40 hours per week.

3.4 Overtime for period-based work

A new second sentence is added to section 11 of the collective labour agreement:

The working time must be levelled to an average of 40 hours per week by the end of the reference period.

3.5 Rest periods and days off

The text of section 13 of the collective labour agreement concerning daily rest should be amended as follows:

During the 24 hours following the start of each shift, the employee must be given an uninterrupted rest period of at least 11 hours. For period-based work, the minimum uninterrupted rest period is 10 hours, unless a minimum daily rest period of 9 hours is agreed locally.

The temporary shortening of the daily rest period requires an agreement between the employer and the employee. In this case, the daily rest period is replaced by a simple hourly wage, unless otherwise agreed locally. The compensation is paid to the extent that the daily rest period is less than 11 or 9 hours, depending on the form of work.

If an employee's daily rest period is less than 11 hours, the employee must be given compensatory rest periods for the shortened daily rest period at the next daily rest period or, if this is not possible for weighty reasons due to the organisation of work, as soon as possible, but within 14 days. The compensatory rest period shall be provided in a continuous manner.

3.6 Travel time provisions

The first sentence of the second paragraph of section 25 of the collective labour agreement is amended as follows:

Travelling during time off at the request of the employer is compensated by 75% of the basic hourly wages for the first 10 hours.

3.7 Travel cost reimbursement and day allowances

The fourth paragraph of section 26 of the collective labour agreement is amended to read as follows:

An additional requirement for the payment of day allowance is that the filming or production location is over 100 kilometres, when measured by generally used travel routes, from either the employee's actual place of work or home, depending on which the travel is to start from. If the filming or production location is more than 15 km but less than 100 km from the employee's actual place of work or home, the day allowance is paid if the trip takes more than 24 hours.

3.8 Shop steward provisions

The following provision is added as the last paragraph in section 27 of the collective labour agreement:

It is noted that the shop steward in the collective labour agreement refers to the shop steward set out in the legislation.

3.9 Local agreements

In the sections on the local collective bargaining, references to section 29 of the collective labour agreement are added.

The erroneous section reference in the fourth paragraph of section 29 of the collective labour agreement is corrected as follows:

- duty to draw up a work shift schedule (section 18)

3.10 Dialogue under the Act on Co-operation within Undertakings

A new section 30 of the Act on Co-operation within Undertakings is added to the collective labour agreement and the subsequent numbering is changed accordingly:

For the purposes of chapter 2 of the Act on Co-operation within Undertakings, the shop steward referred to in the Act is the shop steward selected from the company's permanent staff.

Minute: Production-specific shop stewards shall be included in the dialogue provided for in chapter 2 of the Act on Co-operation within Undertakings in the manner deemed appropriate by the local parties.

3.11 Contingency clause

The new Contingency Clause in section 34 is added to the collective labour agreement and the subsequent numbering is amended accordingly:

In the event that the companies in the scope of the Agreement encounter exceptional financial difficulties or their funding possibilities are significantly worsened, the Parties shall examine the applicability of the terms of the collective labour agreement to the prevailing economic conditions and agree on the necessary changes to be made to ensure the companies can operate and jobs be secured during the term of the Agreement.

3.12 Terminology

The collective labour agreement's supervisor terms will be changed into gender-neutral supervisor terms and the shop steward terms into gender-neutral shop steward terms.

4 Miscellaneous

4.1. The "Future of Work" project in the Film and TV Production Industry

The "Future of Work" project, launched in the previous agreement term, will be continued. The project continues the cooperation with Statistics Finland initiated during the previous agreement term in order to improve the quality of statistical data in the field.

The follow-up project will be launched at the beginning of the agreement term and the possibility of receiving funding for the implementation of the measures agreed in the project will be explored.

4.2 Promoting the shop steward and occupational health and safety representative system as well as the assessment of the implementation of the dialogue obligation under chapter 2 of the Act on Co-operation within Undertakings

The Parties to the Agreement attach importance to the promotion of opportunities for local agreements and the development of the shop steward system in the industry. To this end, the Parties shall recommend the election of production-specific shop stewards. The Parties attach great importance to an effective workplace dialogue in order to promote co-operation.

4.3 Parental leave working group

The unions will set up a working group to examine the effects of the parental leave reform on the collective labour agreement. The working group will make the changes to the collective labour agreement resulting from the parental leave reform in a cost-neutral manner by 31 July 2022.

4.4 Promotion of universal validity

The Parties share the objective to promote the establishment of a universally binding collective labour agreement. The achievement of universal validity will be promoted in the working group between the Parties as well as in active co-operation with the parties in the industry, which would help to increase the degree of organisation. The Parties shall continue to cooperate with Statistics Finland in order to improve the quality of statistical data in the industry.

Helsinki, 7 February 2022

SERVICE SECTOR EMPLOYERS PALTA

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Collective labour agreement for film and TV production

I General provisions

Section 1 Scope of the Agreement

The provisions of this collective labour agreement are applied to the employees of companies that are members of Service Sector Employers PALTA and work in the film and TV production industry. However, this collective labour agreement is not applied to employees working in Palta's member companies who are subject to other collective labour agreements agreed with the employer/employer association and the employee union, unless otherwise agreed.

Entry in the minutes:

Examples of companies in the film and television production sector, which fall within the scope of the collective labour agreement include independent producers and commercial production companies.

The Agreement is applied, for example, in the production and broadcast of full-feature films, short films, documentaries, video films, advertisements and advertisement motion pictures and TV programmes.

This collective labour agreement is not applied to acting.

Section 2 Right to direct

The employer has the right to employ and terminate employment in accordance with employment legislation and has the right to direct working.

Even if the employee has been hired for a specific type of work, they are required to temporarily complete other work at the workplace.

Section 3 Freedom of association

The freedom of association shall not be violated by any Party.

Section 4 Equal treatment and non-discrimination

In the case of equal treatment and non-discrimination, chapter 2, section 2 of the Employment Contracts Act (reference provision) shall be complied with. The employer shall treat employees equally, unless a derogation from this rule is justified by the tasks and position of the employees. Fixed-term and part-time employment relationships may not be subject to less favourable working conditions than other employment relationships solely because of the duration of the employment contract or the length of working time, unless this is justified on objective grounds.

Section 5 End of employment and notice periods

Unless otherwise agreed on notice periods, the employer must adhere to the following notice periods when terminating employment:

Continuous length of employment	Notice period
- up to a year	14 days
- over a year, but not more than four years	1 month
- over four years, but not more than eight years	2 months
- over eight years, but not more than 12 years	4 months
- over 12 years	6 months

Unless otherwise agreed on notice periods, the employee must adhere to the following notice periods when terminating employment:

Continuous length of employment	Notice period
- no more than five years	14 days
- over five years	1 month

Employment can be cancelled by either party in accordance with the provisions of law. In such case, employment is terminated with immediate effect.

At the end of the employment relationship, the employee has the right to receive a written certificate from the employer about the duration of employment and the quality of the work. On the employee's express request, the certificate shall also state the reason for the end of employment and an assessment of the employee's work skills and conduct. The employment certificate must not state anything other than what is stated in its wording. (The purpose of this paragraph is to inform about the content of the Employment Contracts Act and it is not part of the collective labour agreement.)

In addition, at the end of employment, the employee has the right to receive a salary certificate upon request.

II Wage provisions

Section 6 Minimum wages for film production

Film production wage table effective from 1 May 2022:

Wage grouping	Duration of employment and day wages		
	2–10 days	11–24 days	25 days or more
PR 1 Supportive work	133.39	122.44	112.71
PR 2 Executorial work	234.33	200.29	172.31
PR 3 Executorial work with responsibility	280.54	213.68	185.68
PR 4 Work with responsibility for the art, technical implementation or design	329.22	256.24	231.91

Film production monthly wage table effective from 1 May 2022:

Wage grouping	Monthly wage
PR 1 Supportive work	1,976.04–2,324.22
PR 2 Executorial work	2,660.79–3,382.94
PR 3 Executorial work with responsibility	3,264.32–4,051.03
PR 4 Work with responsibility for the art, technical implementation or design	3,780.15–4,892.86

Application instruction:

When calculating the compensation for working time, the hourly wage is obtained by dividing the daily wage by eight and the monthly wage by 169.

Employment agreements which duration exceed 60 days can be made as monthly wage agreements.

In documentary and short film production, when agreeing on 2–10 days of work, the wage is determined according to the table of at least 11–24 days. When agreeing on 11–24 days of work, the wage is determined according to the table for at least 25 days or more. If a monthly wage is used for these productions, the minimum wage may be defined as 10% lower than the table wage.

The provision for low-funding productions is effective for the entire term of the Agreement and its effectiveness is monitored.

Section 7 Minimum wages for TV production

TV production wages effective from 1 May 2022:

Wage grouping		Day wage	Monthly wage
PR 1	Supportive work	114.95–137.36	1,976.04–2,324.22
PR 2	Executorial work	162.29–228.40	2,660.79–3,382.94
PR 3	Executorial work with responsibility	189.39–304.25	3,264.32–4,051.03
PR 4	Work with responsibility for the art, technical implementation or design	231.65–325.93	3,780.15–4,892.86

TV production wages can also be applied to advertising productions.

Application instruction:

When calculating the compensation for working time, the hourly wage is obtained by dividing the daily wage by eight and the monthly wage by 169.

Employment agreements which duration exceed 30 days can be made as monthly wage agreements.

With low-funding productions, the minimum wage can be defined to be 10% lower than the wage tables. Productions defined as low-funding productions are defined production-specifically locally.

The local agreement shall be made with the shop steward in accordance with section 30 of the collective labour agreement. If a shop steward has not been elected, the local agreement shall be made together with the employees who are affected by the matter. In order to agree on the local agreement, the employer shall provide the necessary information on the funding of the production and grounds for considering it as a low-cost production.

The provision for low-funding productions is effective for the entire term of the Agreement and its effectiveness is monitored.

Section 7a Other wage provisions

1. Payment of wages

The wages in accordance with a collective labour agreement may be paid once or twice a month.

At the end of employment, wages and other employment-based payments may be paid to the employee's bank account on the next technically possible payroll date after the end of employment.

2. Trainee wages

A trainee is a person who is starting his or her career in the film and TV industry and whose work is directed by an appointed individual. The Parties recommend that no more than one trainee is used for each occupational group. The trainee may not be responsible for the work of the occupational group that the trainee is in training for.

The trainee is paid 75% of Pr 1 wages. The trainee wage provision cannot be used in wage groups 3 or 4. Traineeships are agreed on in writing or verbally. If the traineeship has been agreed on in writing, the principal terms of employment are explained in writing.

Trainee wages cannot be paid to individuals who have an applicable higher education degree for the industry and at least six months of work experience for the job in question or who have at least one year of work experience for the job in question. The work experience must have been gained from professional productions and, if requested, it shall be demonstrated with employment certificates, which the employee shall deliver to the employer well before agreeing on the employment.

Wage provisions are not applied to traineeships associated with studies.

III Working hours

Section 8 Regular working hours

Regular working hours are 8 hours a day and 40 hours a week at the most.

Section 9 Organising regular working hours

Work in accordance with this collective labour agreement can be organised for any day of the week.

Section 9a Maximum working hours

The reference period for maximum working time pursuant to section 18 of the Working Time Act is 12 months at the most.

Section 10 Period-based work

Work in accordance with the collective labour agreement can be organised as period-based work defined in the Working Time Act. In that case the maximum regular working hours (8 hours/40 hours) are 16 hours in a two-day period and no more than 1,080 hours in a 27-week period. The regular daily working hours in period-based work cannot exceed 12 hours unless agreed otherwise locally in accordance with section 30 of the collective labour agreement. Working hours shall be levelled on the following week, if possible.

In order to ensure employees cope at work, the following provisions limit period-based working:

Regular working hours may not exceed 150 hours on any single three-week period of a reference period.

For production-specific work performed abroad, it can be locally agreed in accordance with section 30 of the collective labour agreement that the regular working hours for a three-week period may not exceed 180 hours, in which case the total number of hours for two consecutive three-week periods cannot exceed 320 hours. Local agreements to 180 hours are also possible for work performed in Finland for a production abroad and in

exceptional one-time special productions if it is necessary for organising the work.

Example of using period-based work

Example - average 40 h/week, reference period 6 weeks

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
10	10	10	10	10	10	-	60
10	10	10	5	5	-	-	40
5	5	5	5	-	-	-	20
10	10	10	10	10	4	-	54
10	10	10	6	-	-	-	36
10	5	5	-	5	-	5	30

Entry in the minutes:

The example includes work completed on Sunday. Unless the Sunday bonus is issued as leave later during employment, the wages for the hours worked during Sunday are subject to a 100% increase.

Section 11 Levelling working hours

The leave issued for levelling is held on dates determined by the employer, unless locally otherwise agreed on the use of leave or compensation thereof in accordance with section 30 of the collective labour agreement. The issued days of leave are considered work days when determining the length of annual holidays.

With fixed-term employment, the working hours shall primarily be levelled to regular working hours by the end of the term of employment.

Working hours shall always be levelled when possible evenly during employment.

Entry in the minutes:

The parties underline the importance of giving particular attention to the number of consecutive three-week periods of working time in the working time planning and its impact on employees' ability to cope.

Application instruction:

For the purposes of the Working Time Act, regular working time means the daily and weekly working time of an employee, excluding additional work and overtime.

The levelling period is defined as the period during which the working time is to be levelled to the employee's regular working time. At the end of the levelling period, the average weekly working time should be levelled to a maximum of 40 hours per week.

Section 12 Overtime for period-based work

Overtime for period-based work is work that exceeds regular working hours of the collective labour agreement during the reference period. The working time must be levelled to an average of 40 hours per week by the end of the reference period. The levelling of working hours to the average is verified at the end of the reference period.

In addition to standard wages, a 50% wage increase shall be paid for the overtime hours for period-based work that are obtained by multiplying the length of the reference period in weeks by six. Overtime hours for period-based work that exceed the above, wages are increased by 100%.

Example 1:

The regular working hours for a three-week reference period is 120 hours. The employee has worked 150 hours during the reference period. The first 18 period-based overtime hours are paid at a 50% wage increase and the hours that exceed this (12 hours) are paid at a 100% wage increase.

Example 2:

The regular working hours for a six-week reference period is 240 hours. The employee has worked 300 hours during the reference period. The first 36 period-based overtime hours are paid at a 50% wage increase and the hours that exceed this (24 hours) are paid at a 100% wage increase.

If there is a surplus at the end of the period, the employee and employer may agree on how to level it as soon as possible during the next reference period.

Section 13 Interruption of period

If employment ends during the reference period due to a reason attributable to the employee before working hours have been levelled to the regular maximum working hours, the working hour deficit can be deducted from the wages of the employee. A potential surplus shall be paid in accordance with regular hourly wages.

If employment ends during the reference period due to a reason other than one attributable to the employee before working hours have been levelled to the regular maximum working hours, the working hour deficit shall not be deducted. A potential surplus shall be compensated for the hours that exceed the maximum regular working hours in the same manner as overtime hours for period-based work.

Section 14 Resting periods and days off

Daily resting periods

When the daily working hours exceed six hours, the employee must be granted a rest period that lasts at least ½–1 hour, during which the employee is free to leave the workplace and the time is not considered working hours. If the work requires a constant presence, which prevents the rest period from being granted, employees are organised the possibility to have a meal during working hours at the workplace.

The employer shall try to give the daily rest period in the middle of the work shift. It shall not be given right at the start or end of a work shift.

When the daily working hours exceed six hours, the employee shall be given two ten-minute breaks at periods determined by the employer at times that do not hinder the work or cause interruptions for employees.

Daily rest period

During the 24 hours following the start of each shift, employees must be given an uninterrupted rest period of at least 11 hours. The minimum rest period for period-based work is 10 hours, unless a daily rest period of at least 9 hours is agreed locally in accordance with section 30 of the collective labour agreement.

The temporary shortening of the daily rest period requires an agreement between the employer and the employee. In that case, the daily rest period is replaced by a simple hourly wage, unless otherwise locally agreed in accordance with section 30 of the collective labour agreement. The

compensation is paid to the extent that the daily rest period is less than 11 or 9 hours, depending on the form of work.

If an employee's daily rest period is less than 11 hours, the employee must be given compensatory rest periods for the shortened daily rest period at the next daily rest period or, if this is not possible for weighty reasons due to the organisation of work, as soon as possible, but within 14 days. The compensatory rest period shall be provided in a continuous manner.

Weekly time off

An average of two days off is given for each week, while ensuring that there is at least one day off every week.

Application instruction:

The weekly time off and levelling of work hours/levelling leave days shall be taken into account when planning work shifts.

Section 15 Sunday work

Sunday work includes work performed on a Sunday, on official church holidays, Independence Day, May Day, Christmas Eve and Midsummer Eve, and the work performed on the eve of May Day or New Year's Eve after 6:00 p.m. Sunday work is calculated to start at midnight before the day in question. The church holidays are New Year's Day, Epiphany, Good Friday, Easter Sunday, Easter Monday, Ascension Day, Whit Sunday, Midsummer Day, All Saints' Day, Christmas Day and Boxing Day.

Wages for Sunday work are subject to a 100% increase (Sunday work bonus). The Sunday work bonus can be given in part or in full as leave, if this is done to avoid making the employee part-time or laying them off, or if so agreed with the employee.

Application instruction:

When issuing the Sunday work bonus as leave, the leave cannot occur during weekly time off or during time comparable to working hours.

Section 16 Bank holidays

With period-based work, periods that include New Year's Day, Epiphany, Good Friday, Easter Monday, May Day, Ascension Day, Independence Day, Christmas Day or Boxing Day, the working hours of the period are shortened by 8 hours for each bank holiday except those occurring on a

Saturday. If working time is shorter than regular working hours, the working time of the period shall be reduced in relation to regular working hours.

Section 17 Night work

Work covered by this collective labour agreement can be done as night work.

For TV productions, night work is considered work that is performed between 9:00 p.m. and 6:00 a.m. In the event that night work is performed regularly, a 10% increase is paid to hourly wages, unless otherwise locally agreed on compensation or leave in accordance with section 30 of the collective labour agreement. The compensation or leave issued for occasional night work may be agreed on locally in accordance with section 30 of the collective labour agreement.

No night work bonuses are paid for film productions.

Section 18 Working hours plan

With period-based work, a general working hours plan must be drafted for reference periods. The working hours plan contains the known factors that affect the scheduling of working hours such as the regular working hours, longer periods off work or periods when working hours are longer.

The working time levelling plan must be given to the employees, if possible, at least one week before the start of the work.

If the employer intends to change the working time plan, it must give the shop steward or other employee representative the opportunity to express their opinion. Adequate time must be allowed for the examination of the draft.

Section 19 Work shift schedule

The employer shall draft a work shift schedule, which shall contain the start and end of the employee's working hours and the timing of weekly rest and levelling leave days.

However, the work shift list drawn up by the employer may be deviated from by local agreement if an individual worker so wishes, provided that the person has the possibility of effectively independently adjusting their working hours. The employer's right to direct is valid in the same way as otherwise in the employment relationship. If desired, the employee can

return to normal work shift schedule by notifying the employer with two weeks' notice.

Application instruction:

The provision can be applied, for example, to an employee at the pre-planning stage of production or in a managerial position.

In period-based work, the shift is planned in such a way that, as a rule, the shift is at least 4 hours, unless the employer and the employee agree otherwise.

The work shift schedule shall be drafted for as long as possible, however, at least for one week. The work shift schedule shall be published at least 2 days before the start of the next work week and in any period-based work at least four calendar days before it comes into force.

Notifications of potential changes to the work shift schedule shall be notified as early as possible, but no later than two calendar days before the change comes into force.

In the event of sickness and weighty reasons affecting the organising of work and in unexpected and sudden situations, the change can be made effective in accordance with the Working Time Act. The change can also concern entire work days or shifts, while considering the provisions regarding period-based work in this Agreement. In such a case, a work day cannot be changed to a full day off, if the employee has already left for work before being notified of the work shift being cancelled.

IV Absences

Section 20 Annual holiday and holiday bonus

The length of the annual leave and its timing are determined in accordance with the Annual Holidays Act.

The holiday bonus is 50% of the wages of the holidays accrued in accordance with the Annual Holidays Act. The holiday bonus is also paid at the end of employment, unless the employer terminates employment due to a reason attributable to the employee.

If no annual holiday days have accrued, the employee shall be paid 13.5% of the wages for the time at work in accordance with the Annual Holidays

Act as a holiday remuneration. The holiday remuneration can be paid during every payroll period if employment is ongoing.

The annual holiday wages and bonus are paid in accordance with the employer's current practices on the normal pay dates, unless locally agreed otherwise in accordance with section 30 of the collective labour agreement.

Application instruction:

Monthly wages are divided by 25 and multiplied by the number of holidays. The holiday bonus is 50% of the result.

For the annual holiday, the postponement of the annual holiday and the payment of the holiday wages in accordance with the Annual Holidays Act, the postponement of the holiday bonus payment date or exchanging holiday bonus for leave can be agreed on locally.

Section 21 Pay during illness

If the employee is unable to work due to sickness or an accident and he or she has not caused it himself/herself intentionally or through gross negligence, the employee has the right to receive full wages during employment for each incapacity case in accordance with the duration of continuous employment as follows:

Duration of employment	Number of paid calendar days
at least 1 month	14 days
over 9 months	28 days
over 3 years	35 days
over 5 years	42 days
over 10 years	56 days

If the duration of employment is less than a month, the employee has the right to receive 50% of his/her wages to the end of the ninth business day following the date he/she became sick, but at maximum to the date when his/her entitlement to the daily allowance paid in accordance with the Health Insurance Act begins.

The employee is required to inform the employer of becoming sick without delay. If requested, the inability to work shall be verified by a doctor's certificate from a doctor chosen and paid for by the employer.

Section 22 Health examinations

The employer shall not deduct the wages earned from regular working hours in the following cases, if the employee has not been able to book an appointment outside working hours:

1. A necessary health examination to diagnose a sickness or the associated laboratory or X-ray examination ordered by a physician
2. A treatment procedure due to a sudden dental condition
3. The participation of a pregnant employee in medical health examinations prior to giving birth.

Section 23 Maternity and paternity leave, parental leave and nursing leave

The employee's maternity leave, paternity leave and nursing leave are determined based on the Employment Contracts Act and the Health Insurance Act.

An employee who has been continuously employed

- over one year, is entitled to 56 days of paid maternity leave
- over two years, is entitled to 72 days of paid maternity leave

Paid paternity leave is 6 working days, starting from the start of the paternity leave.

Section 24 Temporary absences

In the event a child less than 10 years of age falls suddenly ill, wages are paid for a maximum of 3 days, the absence cannot exceed four work days. If requested, similar proof of the sickness must be provided as for an employee's sickness.

The length of the absence is determined based on what is necessary for arranging treatment for the child or caring for the child and only one of the child's parents can be absent at a time.

The employee shall receive a paid day off for their own wedding, if the wedding happens to occur on a work day of the employee.

An employee who has been employed for at least a year, shall receive a paid day off on their 50th or 60th birthday, if it happens to occur on a work day of the employee.

V Travel during time off and travel reimbursements

Section 25 General provisions

The employee is required to travel to the extent that the work requires.

The start and end location of occupational travel is considered to be either the employee's actual place of work or home, depending on which is used to depart from. The start and end location shall be informed to the employee before departure.

With project-natured long-term work, travel-related matters can be locally agreed otherwise in accordance with section 30 of the collective labour agreement while considering local conditions and other arrangements made by the employer and the taxation policy.

Section 26 Travel time provisions

Travel time is not considered working hours, unless work is performed while travelling.

Travelling during time off at the request of the employer is compensated by 75% of the basic hourly wages for the first 10 hours. If the total travel time is less than one hour or within the Helsinki Metropolitan Area (Helsinki, Espoo, Vantaa, Kauniainen), no compensation is paid.

Only full half-hours are considered when calculating travel time. If the employer pays for sleeping accommodations in the mode of transport, no compensation is paid for travelling between 9:00 p.m. and 7:00 a.m.

The compensation for travel time can also be implemented by agreeing locally on a separate, fixed compensation in accordance with section 30 of the collective labour agreement. In such a case, the load caused by travel and the preceding or following work must be considered.

Compensation for travel time can also be locally agreed to be given in corresponding time off if the employee so wishes.

Section 27 Travel cost reimbursement and day allowances

Travelling adheres to the annual decision issued by the Finnish Tax Administration on tax-free travel expense reimbursements, day allowances, day allowances for travel outside of Finland, night travel allowance and kilometre allowance EUR amounts.

The requirement for full-day allowance is that the travel for work lasts at least 10 hours. The amount is halved if the employer has organised and paid for meals at the filming or production location.

The requirement for partial day allowance is that the travel for work lasts at least 6 hours. Partial day allowance is not paid at all if the employer has organised and paid for meals at the filming or production location.

An additional requirement for the payment of day allowance is that the filming or production location is over 100 kilometres, when measured by generally used travel routes, from either the employee's actual place of work or home, depending on which the travel starts from. If the filming or production location is more than 15 km but less than 100 km from the employee's actual place of work or home, the day allowance is paid if the trip takes more than 24 hours.

The rules of this provision can be locally agreed otherwise in accordance with section 30 of the collective labour agreement.

VI Co-operation

Section 28 Shop steward provisions

The members of the Union of Journalists in Finland and the Trade Union for Theatre and Media Finland who are covered by this collective labour agreement, have the right to elect a shop steward who shall represent the employees in question in employment matters and interpretation of the collective labour agreement and ensure maintaining industrial peace.

The aim is to primarily elect the shop steward from among the permanent employees of the company. In the event that a shop steward cannot be elected from among the permanent employees of the company, the employees may also elect a shop steward for each production. When selecting candidates, it is important to consider experience and knowledge of the industry.

The provisions of the Employment Contracts Act are applied to the shop steward.

An appropriate amount of time for performing the duties associated with being a shop steward shall be allocated to the shop steward.

The shop steward is paid a 5% additional compensation from the wage group 3 wage table.

The shop steward has the right to participate in shop steward training and other training associated with the responsibilities, provided that it does not hinder performing other work responsibilities. The training must be agreed on in advance at the workplace. The loss of wages and day allowances are paid for training days.

It is noted that the shop steward in the collective labour agreement refers to the shop steward set out in the legislation.

Section 29 Vocational training

If the employer sends a person to vocational training, the employer is responsible for reimbursing the employee for actual expenses caused by vocational training and loss of wages. If training occurs outside of working hours, the actual expenses incurred from it are reimbursed.

Section 30 Local agreements

The Parties consider it important that the possibility to make local agreements is promoted. Local agreements require an open and trust-based dialogue between the employer and the shop steward and other personnel. The Parties emphasise identifying such operational models that can be used to promote the interest of both the employer and personnel in a balanced manner. Co-operation and local agreements create capacities for productivity, competitiveness, securing jobs in the industry and improving the environment for employment.

The matters specifically identified in the collective labour agreement can be subject to separate local negotiations and agreements to the extent allowed by law.

In the event that the matter involves several employees, the negotiations are primarily conducted and agreed on between the shop steward and employer representative. If a shop steward has not been elected, the negotiations are conducted together with the employees who are affected by the matter.

The employer and an individual employee can agree on the following matters locally, in deviation from the collective labour agreement, if the employee so wishes:

- the timing of the levelling leave or the compensation paid for it (section 10)
- 9 hours of daily rest in period-based work (section 13)
- duty to draw up a work shift schedule (section 18)

- the payment date of annual holiday wages and the holiday bonus or postponing the annual holiday, payment of holiday wages in accordance with the Annual Holidays Act or exchanging the holiday bonus for leave (section 19).

The employer and an individual employee can agree locally otherwise on the following matters affecting only the specific employee if the employee so wishes:

- extending the regular working hours beyond 12 hours (section 9)
- temporary shortening of the daily rest period and the compensation paid for it (section 13)
- compensation paid for night work or the leave issued for it (section 16)
- travel during project-natured, long-term work (section 24)
- separate fixed compensation for travel time (section 25).

In such a case, the shop steward is notified of the local agreement.

Local agreements shall be made in writing if either party so requests.

The local agreement can be made for either a fixed term or to be in effect until further notice. An agreement in effect until further notice can be terminated, subject to a two-month notice period, unless otherwise agreed.

The Parties shall examine the ability to promote local agreements by developing the expertise and know-how of the local parties through collective training and instructions.

Section 31 Dialogue under the Act on Co-operation within Undertakings

For the purposes of chapter 2 of the Act on Co-operation within Undertakings, the shop steward referred to in the Act is the shop steward selected from the company's permanent staff.

Entry in the minutes:

Production-specific shop stewards shall be included in the dialogue provided for in chapter 2 of the Act on Co-operation within Undertakings in the manner deemed appropriate by the local parties.

Section 32 Order of negotiations and disputes

The aim of the collective labour agreement and the signatory unions is to promote the capacity of company-specific co-operation between the

employer and employees. The aim is to achieve constructive means for processing matters within the company in a positive atmosphere. Efforts shall be made to resolve disputes pertaining to the interpretation of the collective labour agreement through negotiation.

Questions regarding terms of employment are first handled by the employee and supervisor. In the event that the matter cannot be resolved between the employee and supervisor, the matter is transferred to the shop steward and employer representative for resolution.

In the event that the shop steward and employer representative are unable to resolve the dispute, the matter can be recorded on a memorandum and transferred to the unions for resolution. If the unions are unable to resolve the matter, the matter may be submitted to Labour Court for resolution.

Section 33 Association activities

The employee has the right to receive an appropriate amount of paid leave for attending meetings of the administrative bodies of the Union of Journalists in Finland, Radio- ja Televisiotoimittajien Liitto, the Trade Union for Theatre and Media Finland and Suomen Elokuva ja Mediatyöntekijät SET or their assigned permanent preparatory committees. A requirement for receiving the leave is that the matter has been case-specifically agreed upon with the employer and that attending the meeting does not unreasonably impact ordinary work operations.

Section 34 Workplace meetings

The employees have the right to conduct meetings at the workplace outside of regular working hours, subject to employer approval, and invite union representatives and other experts to attend.

Section 35 Industrial peace and supervision obligation

Industrial actions regarding this collective labour agreement are prohibited while this collective labour agreement is in force.

The unions that are Parties of the agreement are responsible for ensuring that the provisions of the collective labour agreement are applied correctly in the manner intended in the Collective Agreements Act.

Section 36 Contingency clause

In the event that the companies in the scope of the Agreement encounter exceptional financial difficulties or their funding possibilities are significantly worsened, the Parties shall examine the applicability of the terms of the collective labour agreement to the prevailing economic conditions and agree on the necessary changes to be made to ensure the companies can operate and jobs be secured during the term of the Agreement.

Section 37 Continuous negotiation principle

The Parties will review the functionality of the Agreement during the term of the Agreement in accordance with the continuous negotiation principle and, if necessary, agree together on revisions to promote the functionality of the agreement.

Section 38 Validity of the Agreement

This Agreement is effective from 7 February 2022 to 31 January 2024.

However, if the parties fail to reach an agreement on the wage increases for 2023 by 30 November 2022, the collective labour agreement may be terminated to end on 31 January 2023.

After 31 January 2024, the agreement shall continue to be in force for one year at a time, unless it is terminated in writing at least two months before the end of the agreement term. During negotiations on a new collective labour agreement, the provisions of previous collective labour agreement shall remain in force until a new collective labour agreement has been made or the agreement negotiations have otherwise ended.

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TRADE UNION FOR THEATRE AND MEDIA FINLAND

THE UNION OF JOURNALISTS IN FINLAND

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