

Agreement between Palvelualojen työnantajat PALTA ry, The Association of Dance Institutes in Finland STOPP ry, and Trade Union for Theatre and Media Finland

COLLECTIVE AGREEMENT FOR DANCE TEACHERS

1 May 2012 - 31 March 2016

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COLLECTIVE AGREEMENT FOR DANCE

TEACHERS CHAPTER 1: GENERAL

1 § Extent of agreement

This agreement is applied to the employment and salary conditions of teachers working for communities practising the teaching of performance dance.

Record entry

This agreement does not apply to principals or those working in management positions.

2 § General rights of the employer

1. The employer has the right to manage and supervise the work and determine the quality of the lessons.

3 § Initiation of employment, trial period

- 1. Employment should usually be carried out with a written employment agreement which indicates the central aspects affecting the definition of the employment relationship.
- 2. An employment agreement is valid indefinitely or temporarily.

Application directive

The employment agreement is valid indefinitely if it has not been made temporary due to a justified cause. A temporary employment agreement, made without a justified reason at the employer's initiative, and consecutive temporary employment agreements made without a justified reason are to be considered as valid indefinitely.

3. The representative of the employer will inform the new employer arriving at work who the shop steward of the employees is and where the shop steward can be reached.

Trial period

4. The employer and the employee can agree upon a trial period, starting when the work begins and lasting a maximum of four months. In temporary employment with a duration of less than eight months, the trial period should be a maximum of half of the duration of the employment agreement.

Presenting a medical certificate

5. When arriving for work, the employer should present an acceptable medical certificate on their state of health, if requested.

Application directive

The obligation to present this medical certificate should be notified to the employee when making the employment agreement.

4 § Duties and obligations of the employee

- 1. The duties of the employee are agreed upon with the employment agreement.
- 2. Even if the employee has been recruited for a specific type of work, they are obliged, if necessary, to carry out other work included in their profession.
- 3. The employee is prohibited from carrying out work that evidently harms the employer as a competitive act contrary to good customs followed in an employment relationship or carry out any activities of the kind without permission from the employer.

II CHAPTER: EMPLOYMENT AND WAGES

5 § Forms of employment

- 1. The teacher is either a full-time employee receiving a monthly salary or a part-time employee receiving an hourly salary.
- 2. The teacher is a full-time employee when he/she teaches for a minimum of 510 minutes per week. These 510 minutes can accrue from 10 lessons of 45 minutes and one 60-minute lesson, for example.

Record entry:

According to section 2, paragraph 5 of the Employment Contracts Act, the employer should, when needing more employees for tasks suitable for the part-time employees, offer the work to the part-time employees first.

Application directive

The duration of a lesson is 45 minutes, but the duration of a teaching period for one group can be, for example, 45, 60, 75, or 90 minutes.

6 § Wage scales

- 1. The basic wages of teachers are dictated on the basis of at least the following wage scales:
 - 1) a teacher with a Master's degree in dance or other corresponding degree
 - 2) a teacher with a Bachelor's degree in dance or other corresponding degree
 - 3) a teacher with a dance teacher's degree in a secondary vocational school or other corresponding degree
 - 4) other qualification
- 2. If a teacher has qualifications acquired by working in the dance industry and training that are considered sufficient, or the teacher has completed pedagogic studies, this can be taken into account in the employment of the teacher.

6 b § Teacher with special responsibilities

A teacher whose duties include special responsibilities is paid a basic salary the level of which corresponds to at least the wage scale referred to in appendix 1 and totals a maximum of EUR 3,000.

Such teachers may be, for instance, a vice principal, department manager, head teacher or a teacher whose duties include special development or profiling tasks, creating or seeking new customer interfaces, marketing, etc.

Other duties are agreed upon with such teachers so that one 60-minute lesson is changed to 90 minutes of other work.

Record entry

The arrangement is in the form of a pilot scheme and ends 31 July, 2013. Those involved should deliver the information on matters agreed upon with the teacher to both the employer and employee unions. These unions will organise a team whose mission is to evaluate the need for the arrangement and development needs during the validity of the arrangement. The experiment and its implementation should be agreed upon locally.

7 § Monthly wages

- 1. The employment agreements of a full-time teacher have monthly wages and validity until further notice. The new agreements of full-time teachers should specify monthly wages so that all full-time teachers are paid monthly wages by 1 August 2013 at the latest.
- 2. The minimum levels of the monthly wages for teachers working the maximum hours in accordance with this collective agreement are as stated in the chart in appendix 1.
- 3. The wages of a part-time teacher are determined in relation to the teaching duties.
- 4. Hourly teaching wages are calculated by dividing the monthly salary by 4.3, the result of which is the weekly salary, which is divided by the average number of teaching hours in a week.

Application directive

If the teacher is prevented from teaching their lessons marked in the workshift list with the permission of the employer for reasons other than illness, accident, compelling family issue or other similar reason, this is taken into account in the wages so that the monthly salary is divided by the calendar days of the month in question and the daily salary/day of absence derived from this is reduced from the wages.

8 § Hourly wages

- 1. The minimum amounts of salary for teachers receiving hourly wages are in compliance with the chart in appendix 1.
- A teacher receiving hourly wages is also paid wages for Finnish Independence Day if he/she would have lessons on Independence Day. The payment of wages requires that the employment of the teacher has been in effect for at least six days before Independence Day.
- 3. The hourly wages of intensive course teachers are agreed upon separately.

9 § Age bonuses

1. All full-time work in the field is considered service entitling the teacher to age bonuses. Full-time work can be reached on the basis of several simultaneous employment relationships in the field.

Application directive

The teacher is a full-time employee in accordance with section 5, paragraph 2 of this agreement.

2. Other work which is useful for the teacher in the duties of a dance teacher can be considered work entitling the teacher to age bonuses. If the amount of age bonuses included in the wages was not agreed upon with the teacher when concluding the employment agreement, the wages are, regardless, considered to include the age bonus share required by the actual age bonus years of the teacher.

Wages are raised by age bonuses from the total amount of basic salary and previous age bonuses at least as follows:

Monthly wages are raised	
after two years of work by	7%
4	7%
6	6%
9	5%
12	5%
15	5%
Hourly wages are raised	
Hourly wages are raised after two years of work	5%
	5% 5%
after two years of work	
after two years of work 4	5%
after two years of work 4 6	5% 5%

3. Both those receiving monthly and hourly wages are entitled to age bonuses.

Application directive

A teacher with a monthly salary completes one year of work after finishing the annual working hours, i.e. when the number of teaching weeks reaches a maximum of 44, if the teacher is a full-time employee.

A teacher with an hourly salary completes one year of work when one or more simultaneous employment relationships accrue a total of 44 teaching weeks in a year so that a week contains at least 510 minutes of teaching.

III CHAPTER: WORKING HOURS

A) General

10 § Regular working hours

1. The working hours of the teacher are determined according to the weekly teaching duties. In addition, the teacher's duties without

separate compensation include the duties defined below in sections 11–12.

2. For full-time employees, the teaching duty is an average of 1,020 minutes per week. These 1,020 minutes can be reached by, for instance, 17 lessons of 60 minutes.

Application directive

The duty to teach can be exceeded by one lesson per week during a year so that it is levelled to the maximum amount referred to in section one in a year.

The duty to teach can be agreed to be exceeded so that a maximum of 24 lessons (1,440 minutes) can occur in a week. These extra lessons should be levelled within the school year in question, or it can be agreed with the teacher that the lessons exceeding section 1 are compensated to the teacher with the hourly wages defined in section 8.

This pilot scheme is valid until 31 March, 2014. Unless it is agreed that the pilot scheme will continued by 31 March 2014, the previous system of working hours in the previous term of agreement is restored.

- 3. There are a maximum of 44 working weeks in a year.
- 4. It can be agreed with a teacher receiving monthly salary and with an employment agreement valid indefinitely that other work is carried out within the limits of the monthly salary during working weeks with no teaching and not exceeding 44 working weeks. This work, agreed upon together, can include duties related to performance activities, wardrobe, communications, day-care activities or outside posts that are not included in the duties of a teacher in accordance with section 11. The working hours are 37.5 hours per week. Weeks exceeding 44 working weeks are paid leave for the teacher, including the annual leave.
- 5. The working week is primarily arranged as a five-day week so that the teacher has two consecutive days off in one week unless otherwise agreed upon by the employer and the employee.
- 6. Christmas Eve and Midsummer Eve are holidays.
- 7. Lessons occurring in a midweek holiday according to the regular workshift list are considered as leave which does not reduce the monthly wages.

11 § Full-time teacher's obligation to work

 In addition to lessons, the monthly salary includes the duty to carry out work appointed by the employer and, for instance, the following work related to the position of a teacher according to the confirmed curriculum: • preparation of lessons as required by the employer

- written work, such as making reports related to the work of a teacher, weekly lists
- preparing a student display for each group within the limits of the curriculum (the student display is prepared within the limits of the lessons, any extra rehearsals should always be agreed upon separately, one technical rehearsal and supervision of the performance are included in the working hours)
- qualification events and student evaluation
- meetings and negotiations related to teaching
- a department manager monitors the overall operations of his/her department
- other work related to the duties of a teacher in accordance with the confirmed curriculum.

A part-time teacher's duty to work is determined in relation to the duty to teach.

12 § Part-time teacher's obligation to work

1. The duties of a teacher receiving hourly wages include, without separate compensation, the preparation of lessons as required by the employer, the preparation of student displays within the limits of the lessons, filling in the weekly lists and evaluating one's own students. Compensation other than that paid for teaching and the above-mentioned work is agreed upon separately between the employer and the employee. When agreeing on this, the physical difficulty of the other work and the teacher's skills for these tasks should be taken into account.

13 § Other work

1. Other work and its compensation should be agreed upon locally in accordance with the physical difficulty of the work tasks.

14 § Breaks and travel between work posts

- The teaching schedule should be organised in such a way that the teacher has sufficient time to travel from one teaching location to another. The time needed for the travel is compensated to the fulltime teacher with a compensation corresponding to the wages of other work.
- 2. If the daily working hours have been divided into two or more parts so that a break of a maximum duration of 60 minutes is left between the lessons, this is compensated for the full-time teacher with a separate hourly salary in accordance with the compensation for other work used in the school. Breaks of under 15 minutes between lessons, however, are not considered such a break. The

compensation can be paid for a maximum of 60 minutes within one workday.

3. If it has been agreed that the duties of the teacher include opening and closing the teaching facilities or making the teaching facilities ready for teaching and, due to reasons unrelated to the person, the teacher is forced to spend more time doing this than it usually takes to prepare or end the lessons, the teacher is compensated for the increased amount of work resulting from this with a compensation equivalent to the other work salary.

Record entry

The aforementioned situation, resulting from reasons unrelated to the teacher, can be such that it is not possible to arrange planned teaching in the teaching facility before organising or cleaning the facility. If such an increase to the amount of work is known before the beginning of a lesson, the time used for the above-mentioned work and the compensation paid for it should be agreed.

15 § Workshift rota

- A written workshift rota should be notified to the employers in advance; at the latest, a week before the beginning of the time period referred to in the rota. After this, the workshift rota is not to be changed without the approval of the employee or without a serious reason related to work arrangements.
- 2. Unions emphasise the significance of drafting a workshift rota to ensure the predictability of the employees' use of time. The unions recommend that workplaces follow the principle of avoiding impractically short shifts when drafting the workshift rota. The demand, nature of the work and the conditions of the employee are taken into account when drafting the rota. When it comes to the placement of work shifts, it must be taken into account that the work is arranged in such a way that the employee has enough time for rest, recreation and development.

Application directive for work carried out at camps:

When the work is carried out at a camp, the employer should draft a written workshift rota for this purpose as required in the collective agreement.

B) Working hour compensations

16 § Definition of additional work and compensations

1. Work carried out between the regular working hours of the teacher and the maximum number of working hours in accordance with this collective agreement is considered additional work.

2	2. (Simple hourly wages are paid for each completed working hour when carrying out additional work.

Application directive

The wages paid for additional work can, with the consent of the employer and the employee, be changed to corresponding leisure time during regular working hours.

17 § Definition of overtime and compensations

- 1. Work carried out in addition to the working hours in accordance with 1. sections 10 and 2 of this collective agreement is considered overtime.
- 2. Overtime is compensated for by calculating the wages for lessons in accordance with the calculation method in section 7, paragraphs 4 as follows:

For the first two lessons exceeding the teaching duty, the salary for a lesson is paid with a 50% increase, and for each subsequent lesson, the lesson salary is paid with a 100% increase.

3. The wages paid for overtime can, with the consent of the employer and the employee, be changed to corresponding leisure time during regular working hours. In this case, it should be increased by the percentages by which is would have been compensated if the compensation had been carried out as money.

18 § Sunday compensation

- A simple basic salary is paid for Sunday work, referring to work carried out on a Sunday, other religious holiday, May Day and Independence Day, and is paid to teachers along with their monthly wages and hourly wages as Sunday compensation in addition to the wages normally paid for that period of time.
- 2. The increased wages paid for Sunday work can, with the consent of the employer and the employee, be changed to corresponding leisure time during regular working hours.

19 § Cancelling the lessons of a teacher paid by the hour

1. If a lesson of a teacher paid by the hour is cancelled due to a reason unrelated to the teacher on the same day or after 3 p.m. on the day preceding the lesson, the teacher is paid the salary for the lessons in question.

C) Various regulations

20 § Travel expenses and daily allowances

1. Travel expenses and daily allowances are compensated by following the tax-free maximum amounts in accordance with the decision of the tax administration.

21 § Health inspections and medical examinations

- 1. The employer must arrange and pay for occupational healthcare in accordance with the Occupational Health Care Act (1383/2001).
- 2. The employer will not reduce the salary of an employee paid by the month or hour for their regular working hours in the cases mentioned below. The requirement is that the inspections and examinations are arranged with the intention of avoiding unnecessary loss of working hours, indicating that the procedures were not possible to carry out outside working hours and that they have been notified to the employer in advance.

A. Other than statutory medical examinations

The employee will undergo a medical examination required in order to diagnose an illness and the related laboratory and X-ray examination ordered by the doctor. This also concerns incapacity for work resulting from the medical examination and the observation and examinations carried out in a hospital due to the symptoms of an illness.

The employee undergoes a medical examination due to illness discovered earlier, when:

- 1) the illness has significantly worsened and the employee needs a medical examination
- 2) a chronic illness requires a medical examination and the examination is required to define the treatment and is carried out by a specialist
- 3) the necessary specialist's examination is carried out to define the treatment and a medical appliance, such as glasses, is prescribed
- 4) a medical examination must be carried out to define the treatment of other previously discovered illness if the service is not available outside working hours.
- 5) incapacity for work caused by a treatment for cancer.

B. Medical examinations and inspections related to pregnancy

The employee has a necessary examination in order to receive a certificate from a doctor or a healthcare centre for maternity allowance.

In addition, a pregnant employee has the right to undergo medical examinations preceding childbirth without loss of pay during working hours if the examinations cannot be performed outside working hours.

C. Statutory medical examinations

The employee undergoes a health inspection referred to in the Finnish government's decision concerning statutory healthcare and which has been approved in the occupational healthcare plan. This also applies to examinations referred to in the act on protecting young employees and the examinations required by the Health Care Act for which the employee is sent by the employer or which result from the employee's move to new duties within the company.

Employees sent for examinations mentioned in the chapter above or ordered to attend a follow-up check in the examination receive compensation for their immediate travel expenses from the employer. If the examinations of follow-up check are carried out in another area, the employer will also pay a daily allowance. If the examination is carried out during the employee's working hours, the additional costs of the employee are compensated with a sum corresponding to the minimum daily allowance in the Health Insurance Act.

In the event that the employee receives a salary for the duration of the medical examination and the examinations mentioned above, the regulations mentioned above will not be applied.

IV CHAPTER: ANNUAL LEAVE

22 § Annual leave

- 1. The employee receives annual leave in accordance with the valid Annual Holidays Act (162/2005). The holiday qualifying year is the time between 1 April and 31 March.
- 2. The holiday season is the period starting 2 May and ending 30 September.
- 3. Annual leave can be granted in its entirety during the actual holiday season. The employer can, however, decide to grant the share of leave exceeding 24 business days after the holiday season before the subsequent holiday season, thereupon the leave concerning this share is granted as leave extended by half. Half days are not taken into account when confirming extension.
- 4. As holiday compensation, a teacher paid by the hour is paid 9% of the salary paid for working hours or salary falling due during the holiday qualifying year instead of an annual leave salary.

If the employment has continued for at least a year by the end of the holiday qualifying year, a teacher paid by the hour is paid a holiday compensation of 11.5% of the salary paid for working hours or salary falling due during the holiday qualifying year instead of an annual leave salary.

23 § Holiday bonus

An employee (teacher with a monthly or an hourly salary) having annual leave earned in accordance with the Annual Holidays Act is paid 50% of the annual leave salary as a holiday bonus alongside the leave salary.

This term of agreement will expire as section 23 b becomes effective.

23 b § Holiday bonus for the holiday qualifying year beginning 1 April, 2012

1. An employee (teacher with a monthly or an hourly salary) is paid 50% of the annual leave salary or the corresponding holiday compensation as a holiday bonus alongside the leave salary or holiday compensation.

This agreement regulation will become effective for the annual leave salary or the corresponding holiday compensation dictated by the holiday qualifying year beginning 1 April, 2014.

V CHAPTER: SICK LEAVE WAGES AND FAMILY LEAVES

24 § Sick leave wages

- 1. The dance teacher is paid full wages for a sick leave day and the nine subsequent business days after a month-long employment. After that, if the illness continues, the employer's obligation to pay is discontinued and the employee will receive daily allowance from Kela in accordance with the related regulations.
- 2. If the employment has been in place for less than a month, the dance teacher will be paid 50% of their salary for the qualifying period of a month mentioned above.
- 3. When calculating this month-long qualifying period for a dance teacher who has been working for the same employer under temporary employment agreements, the previous employment relationships are taken into account unless 6 months have passed

since the end of the previous employment relationship.

- 4. If the illness recurs within 30 days from when the employee last receives daily allowance from Kela, the employer is obliged to pay for just one day.
- 5. Employees whose employment has lasted for at least one year uninterrupted are paid wages in the event of an illness or an accident for a time period of 30 calendar days at the level they would have earned during regular working hours.
- 6. A prerequisite for paying the wages is that the employee has not caused the illness or accident intentionally or through gross negligence or criminal activities.
- 7. The employer is entitled to withdraw the daily allowance granted to the employee on the basis of the law or an agreement or a corresponding compensation as a refund or receive the amount from the employee for the time period during which the employer paid the employee the salary mentioned above, but up to a maximum of what the employer actually paid. However, the right of deduction does not apply to daily allowance or compensation granted to the employee on the basis of optional insurance paid in full or partly by the employee. If daily allowance or a corresponding compensation is not paid due to reasons relating to the employee, or if it is paid at a lower level than what the employee is entitled to by law, the employer has the right to reduce from the salary the share of daily allowance or compensation which was not paid due to the negligence of the employee.
- 8. The employee is obliged to immediately inform the employer of any illness which prevents the employee from arriving for work.

If required, the employee should present a medical certificate stating their incapacity for work, or another report approved by the employer. If the employer appoints a doctor to be consulted, the employer will pay the expenses incurred by acquiring the medical certificate. The teachers should be instructed on the type of report they should present on such sick leave absences.

25 § Maternity, special maternity, paternity, and parental leave

- 1. The employee has the right to maternity, special maternity, paternity, and parental leave in accordance with chapter 4 of the Employment Contracts Act (55/2001).
- 2. A teacher whose employment has been in place for at least a year is paid the maternity leave wages for the duration of 60 calendar days calculated from the beginning of the maternity leave. The employer has the right to receive a share corresponding to the wages from the duration of maternity leave from the maternity allowance in accordance with the Health Insurance Act.

The teacher whose employment has been in place at least a year has a corresponding right to a 60-day paid adoption leave when adopting a child under 7 years of age.

A teacher whose employment has been in place for at least a year is paid wages for the duration of 6 calendar days calculated from the beginning of the paternity leave.

In the aforementioned situations, the employer can alternatively pay the teacher the difference between the wages and the maternity allowance in accordance with the Health Insurance Act. The same principle can also be applied to the wages of paternity leave.

If the employee has a new maternity leave following nursing leave, the employer is not obliged to pay wages for the duration of the new maternity leave.

- 3. Special maternity and parental leave is unpaid leave.
- 4. The employee in an advanced state of pregnancy is not to carry out work which could be harmful to the employee in her condition. In these situations, the employer can assign other work corresponding to the employee's training or, if this is not possible, other work before the beginning of the maternity leave. The employee is, however, entitled to receive at least their normal wages for the period of time in question.
- 5. The employee does not earn age bonuses or annual leave for the duration of a nursing leave.

26 § Short, temporary leave of absence

- 1. A short, temporary leave granted due to a sudden illness in the family of the employee or the death of a member of the employee's family is not to be deducted from the wages or the annual leave of the employee.
- 2. If a child less than 10 years of age living permanently in the same household as the teacher or his/her spouse suddenly falls ill, the teacher is paid a salary for the duration of arranging care for the child or caring for the child for working days included to a maximum of 3 calendar days. The illness of a child should be certified in the same manner as the teacher's own illness.
- 3. The employee receives a paid day of leave for their wedding or registering their partnership.
- 4. The employee receives a paid day of leave on their 50th and 60th birthday if the birthday happens to fall on a working day.

5. The employee receives a paid day of leave for moving into their apartment if the moving day happens to fall on a working day.

- 6. The conscription of an employee liable for military service does not reduce his/her income.
- 7. If the employee takes part in reservist military manoeuvers, the difference between the wages and the reservist salary is paid for the days of participation. This does not apply to voluntary military refresher courses.
- 8. If the duty to work is not fulfilled due to a reason related to the teacher, the teacher is liable to compensate the employer for the damage caused by this.
- 9. The employee should agree with the employer on any absences in accordance with this section.

VI CHAPTER: SHOP STEWARDS AND INDUSTRIAL SAFETY DELEGATES

27 § Shop stewards and industrial safety delegates

- The employees of each workplace unionised under the Trade Union for Theatre and Media Finland have the right to elect a shop steward from their ranks to act in an authorised position concerning issues that concern the interpretation of this collective agreement or other questions concerning employment.
- 2. The employer or the employer's representative is informed of the election of a shop steward in writing.
- 3. The employee acting as a shop steward is not to be pressured or dismissed because of this task.
- 4. The shop steward has the right to be informed of the number of employees working in temporary and part-time employment relationships, the income level of teachers and its development.
- 5. A shop steward representing at least 5 unionised teachers is paid separate compensation of EUR 56 per month for managing shop steward tasks.
- 6. The shop steward has the right to be given ordinary office supplies to be able to carry out his/her shop steward tasks. The shop steward should have a chance to use a phone and a computer equipped with an Internet connection.
- 7. The shop steward has the right to participate in training arranged by Trade Union for Theatre and Media Finland and annually approved by PALTA without loss of income.

8. The industrial safety delegate is paid separate compensation of EUR 20 for managing the tasks of an industrial safety delegate.

VII CHAPTER: TEMPORARILY LAYING OFF AN EMPLOYEE AND TERMINATING EMPLOYMENT

28 § Temporarily laying off an employee

- 1. Temporarily laying off an employee is determined in accordance with the regulations in chapter 5 of the Employment Contracts Act, taking into account the notification times for temporary layoff decreed in section 2.
- 2. When temporarily laying off an employee, the employer should comply with the following notification times of temporary layoff:
 - a) if the employment has been in place for less than 5 years, the notification time of temporary layoff is 14 days
 - b) if the employment has been in place for more than 5 years, but less than 10 years, the notification time of temporary layoff is 21 days
 - c) if the employment has been in place for 10 years or more, the notification time of temporary layoff is 30 days.

29 § Termination of employment

- 1. The termination of an employment agreement is determined on the basis of chapters 6–8 of the Employment Contracts Act.
- 2. The following periods of notice are complied with when terminating an employment agreement unless otherwise agreed:
 - A. The periods of notice to be complied with by the employer after the employment has continued without interruptions are:
 - 1) 14 days if the employment has continued for a maximum of one year
 - 2) one month if the employment has continued for over a year but not more than 4 years
 - 3) two months if the employment has continued for over 4 years but not more than 8 years
 - 4) four months if the employment has continued for over 8 years but not more than 12 years
 - 5) six months if the employment has continued for over 12 years.

- B. Unless otherwise agreed, the periods of notice to be complied with by the employee after the employment has continued without interruptions are:
 - 1) 14 days if the employment has continued for a maximum of 5 years
 - 2) one month if the employment has continued for over 5 years.
- 3. The employment of an employee hired for a temporary employment relationship is terminated without a period of notice at the end of the agreed period of work.
- 4. If an employee accepted for a temporary employment relationship terminates his/her work before the end of the agreed period of work, the employee should compensate the employer for the damage caused by this, with the exception of the cases in which the employee is entitled by law to annul or otherwise terminate the employment relationship before the agreed date.

VIII CHAPTER: SPECIAL REGULATIONS

30 § Maintaining professional skills

1. The teacher is allowed to participate in the lessons in their school without compensation to maintain their professional skills by notifying the teacher in question in advance. Participation should not cause confirmed student numbers to be exceeded. The right to participate does not apply to special or intensive courses.

31 § Group life insurance

1. The employer implements a group life insurance covering the employees at the employer's expense when agreed upon between central organisations.

32 § Collection of membership fees

- 1. If the employee has given authorisation for this, the employer will collect the membership fees of the Trade Union for Theatre and Media Finland from the employee's wages.
- 2. The employer will pay the accrued membership fees to the bank account specified by the Trade Union for Theatre and Media Finland according to the given instructions.

33 § Assembling at workplace

1. The employees have the right to receive access to the facilities of the dance institution in order to select a shop steward or an industrial safety delegate or discuss employment issues when possible without disturbing the teaching use of the facilities.

IX CHAPTER: SOLVING AN INTERPRETATION DISPUTE CONCERNING A COLLECTIVE AGREEMENT

34 § Commitment to industrial peace

- 1. All industrial action directed at this agreement in its entirety or an individual decree are forbidden.
- 2. The consequences for violating the collective agreement are determined on the basis of the collective agreement in effect during the time of signature.

35 § Solving disputes

- 1. Attempts should be made to resolve any disputes concerning the interpretation, application or violation of this agreement through negotiation between the employer in question or their representative and the employee or a shop steward representing the employee. If both parties require it, a memo should be drafted on the issue and signed by both parties.
- 2. If unanimity is not reached, the issue can be transferred by the other party to be processed in union negotiations between the signed associations. If the issue is transferred to the unions for resolution, a memo signed by both parties should be drafted and the issue concerning the dispute, facts and the position of both parties should be mentioned in the memo.
- 3. If possible, negotiations between the contracting parties should begin within a week from receiving notification on the matter from one of the parties.
- 4. Unless unanimity is reached in union negotiations, the issue may be transferred to the labour court.

36 § Validity of agreement

- 1. This agreement is valid from 1 May 2014 to 31 March 2016. The validity of the agreement will continue after 31 March 2016 for one year at a time unless terminated in writing by either of the parties at least one month before the end of the agreement period.
- 2. Regardless of termination, the regulations in this agreement are valid until the negotiations are declared as ended by a mutual agreement or until one of the parties announces in writing that the negotiations have ended.
- 3. The general cost-of-living classification of municipalities is followed until the end of the agreement period as per the 2005 decree of the Finnish government.

Helsinki, 9 May 2012

PALVELUALOJEN TYÖNANTAJAT PALTA ry
THE ASSOCIATION OF DANCE INSTITUTES
IN FINLAND STOPP ry TRADE UNION FOR
THEATRE AND MEDIA FINLAND ry

Record of renewing the collective agreement of dance teachers for 1 May, 2012- 31 March, 2016

Renewing the collective agreement for dance teachers

1. The agreement period is 1 May 2012 – 31 March 2016.

2. Raises 2012 and 2013

Personal monthly and hourly wages and civil service salaries increased on 1 May, 2012, by 2.4%

Personal monthly and hourly wages and civil service salaries increased on 1 May, 2013, by 1.9%

3. Raises 2014 and 2015

For raises, 0.8% is reserved in 2014 and 0.9% in 2015. Raises are agreed upon in more detail between the parties each year by 31 March, taking into account what was agreed on the development of the working hours and payroll system of teachers receiving a monthly salary in the workshop between the parties. When agreeing on raises, the general raise trend followed in the labour market and narrowing the chart differences between the municipal cost-of-living class II and the municipal cost-of-living class I by 0.5% in 2014 and 0.4% in 2015 is taken into account. If the parties are unable to reach unanimity on the implementation of raises by 31 March, each party has the right to take the dispute to the arbitration board. One representative appointed by each party and a conciliator general as a chairperson or a chairperson appointed by the conciliator general form the arbitration board.

4. Development of the working hours and payroll system

The parties establish a mutual team (3+3) for the duration of the first two years of the agreement period. The duty of the team is to launch a temporary pilot scheme as of 1 September 2012 to develop the working hours and payroll system of teachers with particularly responsible tasks as agreed upon in more detail. In addition, the tasks of the team include the development of the working hours and payroll system of the teachers receiving monthly wages, taking into account the working hours and payroll systems of the wider teaching industry and the adoption of a personal

pay share based on personal work results and good professional ability. The team should finish its work and make the change and development suggestions by 31 March, 2014.

5. In addition, the parties have agreed upon the following textual changes to the collective agreement:

5 § Forms of employment

Changing section 1 to read as follows:

1. The teacher is either a full-time employee receiving a monthly salary or a part-time employee receiving an hourly salary.

6 § Wage scales

- 1. The basic wages of teachers are dictated on the basis of at least the following wage scales:
 - 1) a teacher with a Master's degree in dance or other corresponding degree previously 6 a teacher with a Bachelor's degree in dance or other corresponding degree previously 5
 - 2) a teacher with a dance teacher's degree in a secondary vocational school or other corresponding degree previously 4
 - 3) other qualification previously 3

6 b Teacher with special responsibilities

A teacher whose duties include special responsibilities is paid a basic salary the level of which corresponds to at least EUR (1,813.38 cost-of-living class I and 1,751.34 cost-of-living class II – 3000).

Such teachers may be, for instance, a vice principal, department manager, head teacher or a teacher whose duties include special development or profiling tasks, creating or searching new customer interfaces, marketing, etc.

Other duties are agreed upon with such teachers so that one 60-minute lesson is changed to 90 minutes of other work.

Record entry

The arrangement is in the form of a pilot scheme and ends 31 July, 2013. Those involved should deliver the information on matters agreed upon with the teacher to both the employer and employee unions. These unions will organise a team whose mission is to evaluate the need for the arrangement and development needs during the validity of the arrangement. The experiment and its implementation should be agreed upon locally.

7 § Monthly wages

Adding new section 1.

The employment agreements of a full-time teacher are have monthly wages and validity until further notice. The new agreements of a full-time teacher should specify monthly wages so that full-time teachers are paid monthly wages by 1 August 2013 at the latest.

New 10 § (old 10 and 11 § combined) Regular working hours

The numbering of sections is changed correspondingly.

- 1. The working hours of the teacher are determined according to the weekly teaching duties. In addition, the teacher's duties without separate compensation include the duties defined below in sections 11-12.
- 2. For full-time employees, the teaching duty is an average of 1,020 minutes per week. These 1,020 minutes can be reached by, for instance, 17 lessons of 60 minutes.

Application directive

The duty to teach can be exceeded by one lesson per week during a year so that it is levelled to the maximum amount referred to in section two in a year.

The duty to teach can be agreed to be exceeded so that a maximum of 24 lessons (1,440 minutes) can occur in a week. These extra lessons should be levelled within the school year in question, or it can be agreed with the teacher that the lessons exceeding section 2 are compensated to the teacher with the hourly wages defined in section 8.

This experiment is valid until 31 March, 2014. Unless it is agreed that the pilot scheme will be continued by 31 March 2014, the previous system of working hours in the previous term of agreement is restored.

Other sections remain the same, only the numbering is changed

11 § (old 12§) Changing the name to read: Full-time teacher's obligation to work

Adding new section 2: A part-time teacher's duty to work is determined in relation to the duty to teach.

12 § (old 13§) Changing the name to read: Part-time teacher's obligation to work

NEW § Breaks and travel between work posts (after 14 §)

- The teaching schedule should be organised in such a way that the teacher has sufficient time to travel from one teaching location to another. The time needed for the travel is compensated to the fulltime teacher with a compensation corresponding to the wages of other work.
- 2. If the daily working hours have been divided into two or more parts so that a break of a maximum duration of 60 minutes is left between the lessons, this is compensated for the full-time teacher with a separate hourly salary in accordance with the compensation for other work used in the school. Breaks of under 15 minutes between lessons, however, are not considered such a break. The compensation can be paid for a maximum of 60 minutes within one workday.
- 3. If it has been agreed that the duties of the teacher include opening and closing the teaching facilities or making the teaching facilities ready for teaching and, due to reasons unrelated to the person, the teacher is forced to spend more time doing this than it usually takes to prepare or end the lessons, the teacher is compensated for the increased amount of work resulting from this with a compensation equivalent to the other work salary.

Record entry:

The aforementioned situation, resulting from reasons unrelated to the teacher, can be such that it is not possible to arrange planned teaching in the teaching facility before organising or cleaning the facility. If such an increase to the amount of work is known before the beginning of a lesson, the time used for the above-mentioned work and the compensation paid for it should be agreed.

This is made into a general application directive to guide the drafting of a workshift list: Work carried out at camps

When the work is carried out at a camp, the employer should draft a written workshift list as required in section 15 of the collective agreement.

The teacher is entitled to be paid a salary in accordance with the collective agreement for the planning work concerning the camp and the teaching carried out at the camp. The employer and the employee should always agree in writing on the working hours and wages of other potential work in addition to teaching work.

19 § Cancelling the lessons of a teacher paid by the hour

If a lesson of a teacher paid by the hour is cancelled due to a reason unrelated to the teacher on the same day or the day preceding the teaching after 3 p.m., the teacher is paid the salary for the lessons in question.

22 § Annual leave

Changing section 4 to read as follows:

As holiday compensation, a teacher paid by the hour is paid 9% of the salary paid for working hours or salary fallen due during the holiday qualifying year instead of an annual leave salary. If the employment has continued for at least a year by the end of the holiday qualifying year, a teacher paid by the hour is paid a holiday compensation of 11.5% of the salary paid for working hours or salary fallen due during the holiday qualifying year instead of an annual leave salary.

Adding new 23 b § Holiday bonus for the holiday qualifying year beginning 1 April, 2012

An employee (teacher with a monthly or an hourly salary) (removing: who has the annual leave earned in accordance with the Annual Holidays Act) is paid 50% of the annual leave salary or the corresponding holiday compensation as a holiday bonus alongside the leave salary or holiday compensation.

This agreement regulation will become effective for the annual leave salary or the corresponding holiday compensation dictated by the holiday qualifying year beginning 1 April, 2014.

24 § Sick leave wages

1. The employee, whose employment has lasted for at least one year uninterrupted, is paid wages due to an illness or an accident for a time period of 30 calendar days in the amount they would have

earned during regular working hours.

25 § Maternity, special maternity, paternity, and parental leave

2. A teacher whose employment has lasted at least a year is paid the maternity leave wages for the duration of 60 calendar days calculated from the beginning of the maternity leave. The employer has the right to receive a share corresponding to the wages from the duration of maternity leave from the maternity allowance in accordance with the Health Insurance Act.

The teacher whose employment has lasted at least a year has a corresponding right to a 60-day paid adoption leave when adopting a child under 7 years of age.

A teacher whose employment has lasted at least a year is paid wages for the duration of 6 calendar days calculated from the beginning of the paternity leave.

In the aforementioned situations, the employer can alternatively pay the teacher the difference between the wages and the maternity allowance in accordance with the Health Insurance Act. The same principle can also be applied to the wages of paternity leave.

If the employee has a new maternity leave following nursing leave, the employer is not obligated to pay wages for the duration of the new maternity leave.

27 § Shop stewards

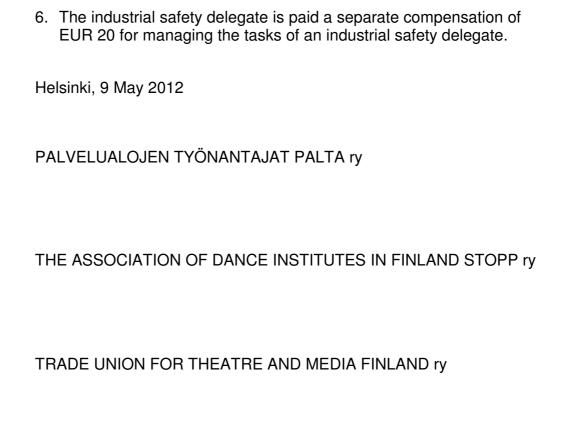
after section 2:

- 3. The shop steward has the right to be informed of the number of employees working in temporary and part-time employment relationships, the income level of teachers and its development.
- 4. A shop steward representing at least 5 unionised teachers is paid a separate compensation of EUR 56 per month for managing shop steward tasks.

new section:

The shop steward has the right to be given ordinary office supplies to be able to carry out his/her shop steward tasks. The shop steward should be attempted to arrange a chance to use a computer equipped with an Internet connection and a phone.

5. The shop steward has the right to participate in training arranged by Trade Union for Theatre and Media Finland and annually approved by PALTA without loss of income.



APPENDIX 1: WAGE DETERMINATION:

The monthly wages of the employees working the full maximum working hours in accordance with the collective agreement are at least the following:

Monthly minimum wages as of 1 May 2012 (€)

Municipal cost-of-living class I								
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15 yrs	
6§								
4	1,684.25	1,802.15	1,928.30	2,044.00	2,146.20	2,253.51	2,366.19	
3	1,717.05	1,837.25	1,965.85	2,083.81	2,188.00	2,297.40	2,412.27	
2	1,764.02	1,887.51	2,019.63	2,140.81	2,247.85	2,360.24	2,478.25	
1	1,813.32	1,940.25	2,076.07	2,200.63	2,310.67	2,426.20	2,547.51	
6b§	1,856.90	1,986.88	2,125.97	2,253.52	2,366.20	2,484.51	2,608.74	
							3,000.00	

Municipal	Municipal cost-of-living class II								
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15 yrs		
6§									
4	1,632.00	1,746.24	1,868.48	1,980.59	2,079.61	2,183.60	2,292.78		
3	1,659.32	1,775.47	1,899.76	2,013.74	2,114.43	2,220.15	2,331.16		
2	1,704.59	1,823.91	1,951.59	2,068.68	2,172.12	2,280.72	2,394.76		
1	1,752.20	1,874.85	2,006.09	2,126.46	2,232.78	2,344.42	2,461.64		
6b§	1,793.37	1,918.91	2,053.23	2,176.43	2,285.25	2,399.51	2,519.48		
							3,000.00		

Hourly minimum wages as of 1 May 2012 (€)

Municipal cost-of-living class I							
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15
4	20.72	21.75	22.84	23.98	25.18	26.44	27.76
3	21.48	22.56	23.69	24.87	26.11	27.42	28.79
2	22.04	23.14	24.30	25.51	26.79	28.12	29.53
1	22.59	23.72	24.90	26.15	27.46	28.83	30.27

Municipal cost-of-living class II								
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15	
4	19.89	20.88	21.92	23.02	24.17	25.38	26.65	
3	20.67	21.71	22.79	23.93	25.13	26.39	27.71	
2	21.05	22.11	23.21	24.37	25.59	26.87	28.21	
1	21.59	22.67	23.80	24.99	26.24	27.55	28.93	

60 min wages

Municipal cost-of-living class I								
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15	
4	27.61	28.99	30.44	31.96	33.56	35.23	37.00	
3	28.63	30.06	31.57	33.14	34.80	36.54	38.37	
2	29.33	30.79	32.33	33.95	35.65	37.43	39.30	
1	30.09	31.59	33.17	34.83	36.57	38.40	40.32	

Municipal cost-of-living class II								
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15	
4	26.49	27.82	29.21	30.67	32.20	33.81	35.50	
3	27.57	28.94	30.39	31.91	33.51	35.18	36.94	
2	28.09	29.49	30.97	32.52	34.14	35.85	37.64	
1	28.79	30.23	31.75	33.33	35.00	36.75	38.59	

Municipal cost-of-living class I								
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15	
4	41.46	43.53	45.71	48.00	50.40	52.92	55.56	
3	43.00	45.15	47.41	49.78	52.26	54.88	57.62	
2	44.02	46.22	48.53	50.96	53.51	56.18	58.99	
1	45.11	47.36	49.73	52.22	54.83	57.57	60.45	

Municipal cost-of-living class II							
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15
4	39.76	41.75	43.84	46.03	48.33	50.75	53.28
3	41.31	43.37	45.54	47.82	50.21	52.72	55.36
2	42.13	44.23	46.45	48.77	51.21	53.77	56.45
1	43.21	45.37	47.64	50.02	52.53	55.15	57.91

Monthly minimum wages as of 1 May 2013 (€)

Municipal	Municipal cost-of-living class I							
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15 yrs	
6§								
4	1,716.25	1,836.39	1,964.94	2,082.84	2,186.98	2,296.33	2,411.15	
3	1,749.67	1,872.15	2,003.20	2,123.39	2,229.56	2,341.04	2,458.09	
2	1,797.54	1,923.37	2,058.01	2,181.49	2,290.56	2,405.09	2,525.34	
1	1,847.77	1,977.11	2,115.51	2,242.44	2,354.56	2,472.29	2,595.90	
6b§	1,892.18	2,024.63	2,166.35	2,296.33	2,411.15	2,531.71	2,658.3	
							3,000.00	

Municipal	Municipal cost-of-living class II							
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15 yrs	
6§								
4	1,663.01	1,779.42	1,903.98	2,018.22	2,119.13	2,225.09	2,336.34	
3	1,690.85	1,809.21	1,935.85	2,052.00	2,154.60	2,262.33	2,375.45	
2	1,736.98	1,858.57	1,988.67	2,107.99	2,213.39	2,324.06	2,440.26	
1	1,785.49	1,910.47	2,044.20	2,166.85	2,275.19	2,388.95	2,508.40	
6b§	1,827.44	1,955.36	2,092.24	2,217.77	2,328.66	2,445.09	2,567.34	
							3,000.00	

Hourly minimum wages as of 1 May 2013 (€)

45 min wages

Municipal cost-of-living class I								
	basic salary 2 yrs 4 yrs 6 yrs 9 yrs 12 yrs 15							
4	21.11	22.17	23.28	24.44	25.66	26.94	28.29	
3	21.89	22.98	24.13	25.34	26.61	27.94	29.34	
2	22.46	23.58	24.76	26.00	27.30	28.67	30.10	
1	23.02	24.17	25.38	26.65	27.98	29.38	30.85	

Municipal cost-of-living class II							
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15
4	20.27	21.28	22.34	23.46	24.63	25.86	27.15
3	21.06	22.11	23.22	24.38	25.60	26.88	28.22
2	21.45	22.52	23.65	24.83	26.07	27.37	28.74
1	22.00	23.10	24.26	25.47	26.74	28.08	29.48

Municipal cost-of-living class I							
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15
4	28.13	29.54	31.02	32.57	34.20	35.91	37.71
3	29.17	30.63	32.16	33.77	35.46	37.23	39.09
2	29.89	31.38	32.95	34.60	36.33	38.15	40.06
1	30.66	32.19	33.80	35.49	37.26	39.12	41.08

Municipal cost-of-living class II								
	basic salary 2 yrs 4 yrs 6 yrs 9 yrs 12 yrs 15							
4	26.99	28.34	29.76	31.25	32.81	34.45	36.17	
3	28.09	29.49	30.96	32.51	34.14	35.85	37.64	
2	28.62	30.05	31.55	33.13	34.79	36.53	38.36	
1	29.34	30.81	32.35	33.97	35.67	37.45	39.32	

Municipal cost-of-living class I							
	basic salary	2 yrs	4 yrs	6 yrs	9 yrs	12 yrs	15
4	42.25	44.36	46.58	48.91	51.36	53.93	56.63
3	43.82	46.01	48.31	50.73	53.27	55.93	58.73
2	44.86	47.10	49.46	51.93	54.53	57.26	60.12
1	45.97	48.27	50.68	53.21	55.87	58.66	61.59

Municipal cost-of-living class II								
	basic salary 2 yrs 4 yrs 6 yrs 9 yrs 12 yrs 15							
4	40.52	42.55	44.68	46.91	49.26	51.72	54.31	
3	42.09	44.19	46.40	48.72	51.16	53.72	56.41	
2	42.93	45.08	47.33	49.70	52.19	54.80	57.54	
1	44.03	46.23	48.54	50.97	53.52	56.20	59.01	

COST-OF-LIVING CLASSIFICATION OF MUNICIPALITIES

Name of	Cost-of- classificati	Name of	Cost-of- classific
Espoo Helsinki Hyvinkää Hämeenlinna Joensuu Jyväskylä Järvenpää Kauniainen Kemi Kemijärvi Kerava Kuopio Kuusamo Mariehamn Oulu Rovaniemi Tampere Tornio Vaasa Vantaa		Brändö Eckerö Finström Föglö Geta Hammarland Houtskär Hyrynsalmi Inari Iniö Jomala Keminmaa Kirkkonummi Kittilä Kolari Korppoo Kuhmo Kuivaniemi Kumlinge Kökar Lemland Lumparland Muonio Nagu Pelkosenniemi Pello Posio Ranua Ristijärvi Rovaniemen Salla Saltvik Savukoski Simo Sodankylä Sottunga Sund Tervola Utsjoki Vårdö Ylitornio	

All other municipalities are in the cost-of-living class II.



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