

COLLECTIVE AGREEMENT FOR AV TRANSLATION COMPANIES

1 February 2019

Parties to the Agreement BTI Studios Oy,
 BTI Studios Finland Oy,
 Pre-Text Oy,
 Rosmer International Osk
 and Saga Vera Oy
 hereinafter the AV Translation Company, and
 the Union of Journalists in Finland and
 Akava Special Branches /
 Kieliasiantuntijat ry, hereinafter the Association

1 Scope and Validity

1.1 Scope of the Agreement

This Collective Agreement concerns the fees, salaries, terms and conditions of AV translation work in Finland by members of the signatory Associations and any of their subordinate associations when commissioned by the Translation Agencies.

The Yhtyneet Collective Agreement that was valid at the time of the signing of this Collective Agreement or a revised Yhtyneet Collective Agreement shall be applied to translation work for Yleisradio Oy.

The parties to the agreement shall together examine the application of the Yhtyneet Collective Agreement to be applied to translation work for Yleisradio Oy by the companies party to this Collective Agreement, and they shall assess its past and present effects on the operation and conditions of application of these companies as well as consider its applicability and matters to be taken into account with regard to tendering of translation work by Yleisradio Oy.

Implementation Instructions: The minimum terms and conditions of the Yhtyneet Collective Agreement must be complied with in all translation work performed for Yleisradio regardless of the form of work: e.g. time-rate, piece-rate or subcontracting during the period of validity of this agreement.

Annex to the Protocol (23 January 2018) states that in BTI Studios Oy and BTI Studios Finland Oy Chapter 1 of the Collective Agreement shall be applied in full whereas the stipulations of Chapters 2–11 (appendices included) shall be applied with regard to time-rate translators only.

1.2 Period of Validity

The agreement period is 1 February 2019 – 31 January 2020.

The agreement period shall continue automatically one year at a time unless the Agreement is terminated by any of the Parties in writing no less than two months before the last day of validity.

2 Employment

2.1 Employment Contract

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2.1.1 Time-rate Translators

The contract of employment shall be drawn up in writing. The contract of employment shall be valid indefinitely unless a fixed-term contract of employment is permissible under the Employment Contracts Act (Työsopimuslaki 55/2001). When a fixed-term contract of employment is being renewed, the employer must state the reasons for fixed-term employment.

The employer and the employee may agree to begin employment with a trial period of no more than six months.

The employer is responsible for the employee's occupational health and safety at all times. Special consideration in this regard shall be given to the employee's coping at work, where work pace and workload shall be noted. Evaluation of coping at work shall be negotiated together locally between the shop steward or the occupational safety delegate and the employer. If, despite efforts to do so, no shop steward has been elected, the matter shall be negotiated together with the employees.

2.1.2 Piece-rate Employed Freelance Translators (Hereinafter "Freelancers")

The contract of employment shall be drawn up in writing as a framework agreement if similar tasks are to be given to the freelancer during a certain period of time (such as a broadcast season), and their exact number and schedule is not known precisely in advance. The framework agreement shall define the nature of the assignments, the basis for the fee and the period of time given for completing the tasks. The terms and conditions for single translation tasks shall be confirmed in writing.

Entry in the Minutes: The Parties to the Agreement recommend that in order to guarantee coping at work the daily workload (on average during one working week) should be no more than 250 subtitle units of 1st translation per day and no more than 300 subtitle units of 2nd translation per day.

2.2 Direction and Supervision of Work

During employment the AV Translation Company has the right to direct and supervise work. If work results deviate from the instructions that were given, the AV Translation Company has the right to demand the changes it deems necessary. The employee is required to follow instructions and orders given by the AV Translation Company for the completion of the tasks.

The translator must not be required to act against the law, personal beliefs or professional ethics or to use or modify a translation made by another translator without his or her permission. A translator who in such a case refuses must not be pressured or subjected to other consequences.

When separately agreed upon, the AV Translation Company shall find and pay for an expert to assist the employee.

Entry in the Minutes: A programme series shall not be divided between translators unless it is necessary due to the laboriousness of the work or for other similar reasons, such as short broadcast intervals between the episodes of the programme series. The names of those who translate the same series shall be

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given to all the translators of that series so that they can agree together on important terms and a uniform style of the series.

Entry 2 in the Minutes: The AV Translation Company is required to deliver the material to the translator without delay, and the translator is required to familiarise himself or herself with the material without delay after receiving it from the AV Translation Company.

2.3 Breach of Employment Contract or Framework Agreement

If the employment contract or framework agreement is breached, the losses shall be compensated for in accordance with the Employment Contracts Act and the Tort Liability Act (Vahingonkorvauslaki 412/1974).

2.4 Termination of Employment Contract or Framework Agreement

The notice period is determined by the Employment Contracts Act. The notice of termination must be in writing. The notice of termination of the contract or agreement, as well as the warning referred to in Chapter 7, Section 2(3) of the Employment Contracts Act, must be delivered to the employee in writing. In other cases, the Employment Contracts Act shall be observed.

3 Working Hours

3.1 Regular Weekly Working Hours

The regular working hours of time-rate translators are 37.5 hours per week. Measures must be taken to schedule the working hours of both time-rate employees and freelancers on weekdays between 8am and 6pm. Remuneration for irregular working hours is defined in Appendix 1.

The maximum amount of overtime for a time-rate employee is 138 hours during any four-month period and 250 hours per calendar year. In special cases the employer and the employees' representatives or the personnel or a personnel group together may agree upon additional overtime. The maximum amount of additional overtime is 80 hours per calendar year without exceeding the aforementioned maximum of 138 hours.

3.2 Telework of Time-rate Employees

The time-rate employee and the employer may separately agree in the employment contract or with a separate agreement upon work being performed partly or entirely as telework. In this case the employee is responsible for working during regular working hours.

3.3 Standby Time

3.3.1 Time-rate Translators

If the time-rate employee must remain available during his or her free time at the request of the employer, the employee shall, in addition to the monthly salary, receive an hourly remuneration that is calculated from the monthly salary with the divisor 157. If work starts, the standby time ends and the employee shall

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be paid for overtime according to hours worked. Also, in other cases when the employee is requested to work because of a sudden, urgent task, he or she shall be paid for overtime according to hours worked.

3.3.2 Freelancers

If the AV Translation Company and a freelancer agree upon the freelancer being obliged to stay in his or her apartment or some other specified place where he or she can be reached in a specified manner and called to work if need arises, a standby remuneration of 20.30 euros per hour shall be paid prior to 1 April 2019, as of which date the standby remuneration shall be 20.53 euros per hour. If work starts, the standby time ends and the contractual fee or salary shall be paid.

4 Salaries and Payment

Salaries, fees and additional remunerations are defined in Appendix 1.

4.1 Payment

Salaries and fees shall be paid at least monthly on the payday of the AV Translation Company.

An overdue fee shall be paid with 5% interest. If the fee is overdue more than a month, the interest shall be 8%.

5 Holidays

5.1 Annual Holiday and Holiday Compensations

The right to an annual holiday is determined by the Annual Holidays Act (Vuosilomalaki 162/2005).

A freelancer, who does not have the right to a holiday referred to in Section 3 of the Annual Holidays Act, shall be paid a holiday compensation of 11.5%.

5.2 Paid Public Holidays

Time-rate translators have the following paid public holidays: New Year's Day, Epiphany, Good Friday, Easter Monday, the First of May, Ascension Day, Midsummer's Eve, Independence Day, Christmas Eve, Christmas Day and Boxing Day.

6 Illness and Family Leave

6.1 Illness

Starting from the beginning of employment, the employee is entitled to full pay during illness up to the ninth day of illness. For illness exceeding three days the employee must produce a medical certificate if requested.

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A freelancer's daily pay during illness shall be calculated from his or her average pay during the last six months preceding the illness.

6.2 Family Leave

The employee's right to family leave is determined by the Health Insurance Act (Sairausvakuutuslaki 1224/2004) and the Employment Contracts Act. A freelancer's daily pay shall be calculated from his or her average pay during the last six months prior to the family leave.

The AV Translation Company shall seek to provide the freelance translator of a programme series with an opportunity to complete work defined in a valid agreement or contract.

Entry in the Minutes: The signatory Associations recommend that the employee be paid in full for the first three months of maternity leave and the first six weekdays of paternity leave.

7 Insurances and Social Benefits

The AV Translation Company insures the tools and the software of the AV Translation Company used by the employee. The employee must be insured during employment in accordance with the Employment Accidents Insurance Act (Tapaturmavakuutuslaki 608/1948) and other applicable laws.

The employee's pension benefits and other social benefits are determined by the relevant acts and provisions.

8 Training

The employee has a right to participate in training necessitated by work and organised by the AV Translation Company. If the AV Translation Company requires that the translator use specific technology or software, the AV Translation Company is responsible for developing abilities required to use it and for organising special training, so that the employees' work skills keep pace with technological development. The training shall be organised as orientation or teaching, for example. An employee who participates in training shall be compensated for expenses incurred due to the training and agreed upon in advance.

If the AV Translation Company requires that a freelancer participate in training during employment, he or she shall receive an hourly rate for training time included in employment: the hourly rate shall be 25.40 euros prior to 1 April 2019, as of which date it shall be 25.65 euros.

9 Copyright

The extent of the transfer of copyright and remuneration thereof shall be separately agreed upon.

During the validity of this collective agreement, the AV Translation Company has the right to sell the copyright to the freelancer's translation to the extent that has been agreed upon. Every time the copyright of the freelancer's translation is resold, the freelancer shall be paid 40 per cent of the profit of the sale.

The right to remunerations via Kopiosto shall always remain with the author.

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The AV Translation Company shall not remove the translator's name from the translation. The translation shall not be altered without the translator's consent with the exception of minor editing due to technical reasons. Any other use must always be agreed upon in advance with the author of the translation.

The moral rights shall always remain with the author.

In other cases, the Copyright Act (Tekijänoikeuslaki 404/1961) is observed.

10 Other Stipulations

10.1 Membership Fees

Membership fees can be taken from pay and credited to the Association when so agreed in separate minutes.

10.2 Miscellaneous Stipulations

When so agreed with the AV Translation Company, the freelancer has the right to use the necessary office spaces, facilities, delivery systems, equipment and personnel of the AV Translation Company to complete tasks.

If a time-rate translator is required to use his or her own tools to complete tasks, a separate compensation shall be agreed upon.

If a task is not completed because of a technical malfunction, illness or other reason not attributable to the freelancer, or if work-related material is damaged or destroyed through no fault of the freelancer, the AV Translation Company shall compensate the freelancer fully for the work that was completed. In addition, the AV Translation Company shall seek to provide similar work until the end of the agreement or contract period.

If the freelancer has been contractually available for the employer but could not work through no fault of the freelancer (for instance due to the assignment having been discontinued or cancelled), the employer is required to pay the freelancer for the share of the work already completed and to offer substitute work. If substitute work cannot be offered, a monetary compensation for the discontinued or cancelled assignment shall be separately agreed upon, and the time the freelancer had reserved for the assignment shall be taken into account. If performance of the work is prevented for other reasons, Chapter 2, Section 12 of the Employment Contracts Act is observed.

11 Bargaining Stipulations and Industrial Peace

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11.1 Shop Steward

Shop steward activities can be agreed upon with the Association in separate minutes.

11.2 Industrial Peace

While this Collective Agreement is in force, industrial action against it is prohibited.

11.3 Settling Disputes

Disputes over the interpretation and any breaches of this Agreement must be first negotiated between the supervisor and the employee or the shop steward. If resolution is not reached, the dispute shall be negotiated between the employers' and the employees' associations or between the employer and the employees' association. These Parties may bring the matter before the Labour Court.

11.4 The Continuous Negotiations Procedure

During the agreement period, the Parties may propose initiatives concerning matters and projects that require examination or negotiation. When initiatives are proposed, the Parties are prepared to together consider the matters in question and evaluate what action may be required.

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APPENDIX 1: SALARIES, FEES AND ADDITIONAL REMUNERATIONS

In the determination of salaries and fees, personal performance, exceptional difficulty of the tasks or the length of time required by them shall be considered grounds for increasing pay.

If the translation is assigned to a team, the fees shall be raised by 20–50%. The fee shall be divided between all the members of the team in relation to their workload as decided by the team.

1 The Minimum Salary for Time-rate Translators

The minimum salary for time-rate translators is 2,944 euros prior to 1 April 2019, as of which date it shall be 2,973 euros. This salary grade includes the translator's basic job of translating and editing.

If the translator is irregularly given more demanding tasks, such as age limit classification, the translator shall be paid additional remuneration, which is agreed upon by the employer and the employee.

Entry in the Minutes: The extra revenue that the AV Translation Company receives from the client shall be taken into account when considering the additional remuneration for age limit classification.

The minimum salary for the job that is more demanding than the time-rate translator's basic job is 3,100 euros until 1 April 2019, as of which date it shall be 3,178 euros. This salary grade includes, in addition to the translator's basic job, regular tasks that integrally require specific training or skills. This salary grade includes tasks in which the employee, as an expert, regularly participates in communicating with clients or participates in recruitment.

The divisor for calculating an hourly rate is 157.

2 Minimum Fees for Freelancers

"1st translation" refers to an AV translation assignment in which the content of the programme in question is translated on the basis of picture and sound as well as a script or a dialogue list. "2nd translation" refers to an AV translation assignment in which a translation is produced, on the basis of picture and sound of the programme, over an already time-coded subtitled translation with the support of the original script or dialogue list or over an already time-coded script or a dialogue list, i.e. so-called EMT.

The minimum fee for 1st translations is

€0.98 / subtitle unit prior to 1 April 2019 and
€0.99 / subtitle unit as of 1 April 2019

when the target language is domestic.

The minimum fee for 2nd translations is 75% of the fee for 1st translations, i.e.

€0.74 / subtitle unit prior to 1 April 2019 and
€0.75 / subtitle unit as of 1 April 2019

when the target language is domestic.

The minimum fee for dubbing translations is

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€45.70 / sheet (1,350 characters with spaces) prior to 1 April 2019 and
€46.16 / sheet as of 1 April 2019

including processing, character names, voice instructions and time codes.

The minimum fee for voice-over narration texts is

€40.60 / sheet (1,350 characters with spaces) prior to 1 April 2019 and
€41.01 / sheet as of 1 April 2019

including processing.

The minimum fee for single-line subtitle translations for cinema distribution is

€0.98 / subtitle unit and as of 1 April 2019 €0.99 / subtitle unit for 1st translations and
€0.74 / subtitle unit and as of 1 April 2019 €0.75 / subtitle unit for 2nd translations.

An additional remuneration of 25% shall be paid when the source language is domestic and the target language is foreign.

The minimum fee for a translation assignment is €55.85 and as of 1 April 2019 €56.41.

The translation fee includes processing of one's own translation, normal familiarisation with the material, previewing, proofreading, reviewing and writing brief programme summaries.

If the freelancer only transcribes audio into text, the fee is no less than 50% of the corresponding translation fee.

3 Hourly Rate

The minimum fee for hourly work is €25.40/hour and as of 1 April 2019 €25.65/hour.

The freelancer is paid by the hour for

- film editing, such as selecting commercial breaks as well as writing extended programme summaries and web texts for series.
- waiting for material
- waiting during an operational failure
- waiting for some other reason that has been agreed upon in advance
- directing dubbing or voice-over narration, the fee for which shall be paid for no less than three hours
- other commissioned work, when no other type of rate has been agreed upon.

4 Additional Remunerations

4.1 Remuneration for Experience

Time-rate employees are paid a higher salary on the basis of experience as follows:

- over 5 years of experience: 5% of the starting level salary
- over 10 years of experience: 10% of the starting level salary.

4.2 Remuneration for Irregular Working Hours

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If the AV Translation Company instructs an employee to perform evening work, the employee shall be paid 25% extra for work performed between 6pm and 10pm.

If the AV Translation Company instructs an employee to perform night work, the employee shall be paid 50% extra for work performed between 10pm and 8am.

If the AV Translation Company instructs an employee to perform Saturday work, the employee shall be paid 25% extra for work performed before 6pm and 50% extra after that.

If the AV Translation Company instructs an employee to perform Sunday work, the employee shall be paid 100% extra. Any work on Sunday, a church holiday, Independence Day, the First of May, Holy Saturday, Midsummer's Day, Midsummer's Eve and Christmas Eve as well as after 6pm on New Year's Eve and May Day Eve is considered Sunday work.

When the employee is ordered to work during the aforesaid hours, the time required for the task must be estimated when the instructions are given. An additional remuneration shall be paid as specified above if work during these hours is required and has been agreed upon in advance.

4.3 Remuneration for Difficulty

After the freelancer has familiarised himself or herself with the material, he or she shall be paid additional remuneration for difficulty if separately agreed upon.

An extra fee of 15–50% shall be paid when the translation task has an unusually high quantity of technical, juridical or scientific terminology, songs or wordplay or is in poetic form, dialect or slang or when it requires similar especial background reading or research.

4.4 Remuneration for Urgency (for Urgent Work Required by the Employer)

The limit for urgency remuneration of 1st translations is 210 subtitle units / weekday.

The limit for urgency remuneration of 2nd translations is 250 subtitle units / weekday.

If the limit for urgency remuneration is reached due to e.g. limited time given for translating, the freelancer shall be paid 50% extra for the subtitle units exceeding the limit. The time is counted from the moment when the AV Translation Company informs the freelancer of the material being available.

The freelancer shall not be paid remuneration for urgency if he or she is already paid remuneration for irregular working hours required by the AV Translation Company in accordance with section 4.2.

The freelancer shall not be obliged to wait for material during evening, night, a church holiday or weekend without prior agreement and additional compensation.

4.5 Remuneration for Translating without a Script or Dialogue List

When a part of the script or dialogue list is missing, the fee for the part missing shall be raised by 30% per subtitle unit for translating directly from the audio track.

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When the script or dialogue list is missing entirely, or when speech in the programme is in a language other than the one in the available script or dialogue list, the fee shall be raised by 40% for voice-over narration texts and 50% for subtitles.

4.6 Remuneration for Editing

When the time-coded template of a 2nd translation is unsuitable for the structures of the target language and/or its subtitle division cannot be used due to reading speed, an additional remuneration of 10–30% shall be paid for editing the time codes when separately agreed upon.

APPENDIX 2: GRADATION OF FEES

The gradations of fees are divided into two categories.

Additional remunerations are paid according to the grade that is valid at the time for the minimum fee in question.

The minimum fees for 2nd translations are 75% of the 1st translation fees. An additional remuneration of 25% shall be paid when the source language is domestic and the target language is foreign.

Subtitle Fees for Freelancers

"CBA level" refers to the fees listed in Appendix 1.

1st Translations

	1 April 2018	1 April 2019
I	€0.98	€0.99 (CBA level)
II	€0.85	€0.86

2nd Translations

	1 April 2018	1 April 2019
I	€0.74	€0.75
II	€0.64	€0.65

Entry in the Minutes: The objective of the Parties to the Agreement is to reach the same CBA level with regard to all translation work during the next bargaining round.

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NB: Unofficial translation. In case of discrepancies, the Finnish source text shall prevail.