



Arts and cultural sector

Employment terms

1 April 2020–30 April 2022

Taide- ja kulttuurialan
ammattijärjestö

 Akava
Special Branches

TAKU

Trade Union for
Art and Culture Professionals

Akava Special Branches (Akavan Erityisalat ry) and Art and Culture Professionals' Trade Union TAKU (Taide- ja kulttuurialan ammattijärjestö TAKU ry; also referred to in this document as "TAKU") have drawn up these recommended employment terms for the arts and cultural sector. The recommendation is for the employment terms for employees working in private arts and cultural sector companies, societies, associations, foundations and other organizations.

The employment terms are based either on mandatory Finnish legislation such as the Employment Contracts Act (26.1.2005/55), the Working Hours Act (9.8.1996/605) and the Annual Holidays Act (18.3.2005/162), or on the prevailing practice in the labour market.

This recommendation is valid between 1 April 2020 and 30 April 2022.

Helsinki, 6 March 2020.

AKAVA SPECIAL BRANCHES



Salla Luomanmäki
Executive Director

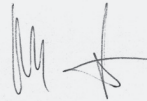


Tuire Torvela
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ART AND CULTURE PROFESSIONALS' TRADE UNION TAKU



Juha Isotalo
Chairperson of the Board



Nea Leo
Executive Director

Employment terms

I Scope of the recommendation

1 § Sector of application

This recommendation applies to the terms of employment for employees working in private arts and cultural sector companies, societies, associations, foundations and other organizations.

‘Arts and cultural sector company’ means a company whose primary activity is the provision of services in the arts and/or culture.

II Employment

2 § Start of employment

1. A written employment contract is drawn up before employment begins.
2. The contract is valid until further notice. The contract may be for a fixed term with a valid reason. The written employment contract must specify the reason for the fixed-term contract.
3. The employer and employee may agree explicitly on a probationary period of no longer than four months. If a fixed-term contract is shorter than eight

months, the probationary period may be no longer than half the duration of the contract.

4. For the purposes of granting employment benefits, employment is considered continuous if the employer and employee have made several consecutive fixed-term contracts, either with no breaks or short breaks between them.

3 § End of employment

1. Under a contract which is valid until further notice (open-ended), the employer must give the employee notice of the end of employment in advance as follows:
 - 14 days in advance if the employment has lasted no longer than one year
 - 1 month in advance if the employment has lasted longer than a year but no longer than four years
 - 2 months in advance if the employment has lasted longer than four years but no longer than eight years

- 4 months in advance if the employment has lasted longer than eight years but no longer than twelve years
 - 6 months in advance if the employment has lasted longer than twelve years
2. Under a contract which is valid until further notice (open-ended), the employee must give the employer notice of the end of employment in advance as follows:
 - 14 days in advance if the employment has lasted no longer than five years
 - 1 month in advance if the employment has lasted longer than five years.
 3. Employment under a fixed-term contract ends on the end date in the contract. A fixed-term contract cannot be terminated unless the possibility of termination has been specifically agreed in the contract.
 4. If the possibility of termination is agreed in the contract, the notice periods given above apply.
 5. Notice of the end of employment is always given in writing or in another verifiable form.

III Working time

4 § Regular working time

1. The regular working day is no longer than 7.5 hours and the regular working week is no longer than 37.5 hours.
2. Working time may also be arranged so that the average working week is no more than 37.5 hours. For this kind of work, a roster of shifts must be compiled for the working time adjustment period. During this period, the average working time is on average 37.5 hours/week. This working time adjustment period must be no longer than 8 weeks. Regular working time may not exceed 8 hours a day or 48 hours a week.
3. The employee has the right to a lunch break of 30–60 minutes. If the employee has the right to leave the workplace during the lunch break, the lunch break does not count as working time.
4. The following days are paid days off: Good Friday, Easter Monday, Ascension Day, Midsummer Eve. In addition, the following days, when they fall on a day other than Saturday and Sunday are paid days off: May Day, Independence Day, Christmas Eve, New Year's Day, Epiphany.

If an employee who is paid on an hourly basis has variable working time, his or her wages for one of the above paid days off are paid according to the average wages for the three months preceding the day off.

5. If the Working Hours Act does not apply to the employee, the employer and employee may agree on maximum working time. In this case, the employee's duties must be the management of a company or a part of it, or directly equivalent to such management.

5 § Additional work, overtime, Sunday work

1. Additional work is work done after the regular working time agreed in the employment contract but in a way that the total working time that day does not exceed the maximum statutory regular working time of 8 hours. A basic hourly wage for each hour worked is paid for additional work.
2. Daily overtime is work done in a day in addition to the maximum regular statutory working time (8 hours) or the working time marked on the roster. For daily

overtime, a wage of 150% is paid for the first two hours and a wage of 200% is paid for the next hours.

3. Weekly overtime is work done in a week in addition to the maximum regular statutory working time (40 hours) or the working time entered on the roster. For weekly overtime, a wage of 150% is paid for the first eight hours and a wage of 200% is paid for the next hours.
4. For work done on a Sunday, a church holiday, May Day and Independence Day, a basic hourly wage is paid, in addition to the wages due for that working time.
5. With the employee's consent, additional work and overtime may be compensated with equivalent and extended time off.
6. Additional work and overtime must be proposed by the employer and agreed to by the employee.
7. If the employee's main duty is to manage or supervise others, the employer and employee may agree on payment of overtime as fixed monthly compensation.

6 § Flexible working time

1. The employer and employee may agree on flexible working time. During flexible working time, the employee may decide independently when to begin and end regular work, within agreed limits.
2. When flexible working time is used, the employer and employee must agree on the fixed working hours, the daily limits to the flexible working hours, the timing of breaks and the maximum number of hours by which regular working time can be exceeded or shortened. Over a four-month period, the employee may not work more than 60 hours more than the regular working time or more than 20 hours less than the regular working time.
3. The flexible working hours during the day may not be used for overtime.

7 § Weekly time off

The employee must receive 35 hours of uninterrupted time off once a week. If possible, it must be scheduled to include Sunday.

IV Sickness and other absences

8 § Absence due to sickness

1. The employee is entitled to salary when absent due to sickness. However, the employee must not have caused his or her incapacity to work wilfully or through gross negligence.
2. The employee must immediately inform the employer of an absence and its expected duration. If required by the employer, employees must present a doctor's note or other explanation which the employer accepts as evidence of the incapacity to work.
3. For each case of work incapacity, the employer pays the employee normal salary based on the length of employment as follows:
 - employment has lasted less than 1 month: 50% of salary for the first day of work incapacity and the following 9 working days
 - employment has lasted for at least one month but under 3 years: full salary for four weeks
 - employment has lasted for at least 3 years but under 5 years: full salary for five weeks

- employment has lasted for at least 5 years but under 10 years: full salary for six weeks
 - employment has lasted for at least 10 years: full salary for eight weeks
4. If an employee who is paid on an hourly basis has variable working time, his or her wages during work incapacity are paid according to the average wages for the three months preceding the absence.
 5. If the employer pays an employee salary during sick leave, the employer is entitled to apply for health insurance compensation for the duration of the absence.

9 § Maternity, paternity, parental and care leave

1. The Employment Contracts Act and Health Insurance Act determine the employee's entitlements to maternity, paternity, parental and care leave.
2. The employer pays the employee salary for three months of maternity leave. To receive this pay, the employment must have lasted at least 6 months without break before the start of maternity leave.

If an employee who is paid on an hourly basis has variable working time, the employee's wages during maternity leave are paid according to the average wages for the three months preceding the absence.

3. The employer pays the employee salary for paternity leave for 18 days. To receive this pay, the employment must have lasted at least 6 months without break before the start of the paternity leave.

If an employee who is paid on an hourly basis has variable working time, the employee's wages during paternity leave are paid according to the average wages for the three months preceding the absence.

4. The employer is entitled to the maternity or paternity benefit under the Health Insurance Act, or to a share of it corresponding to the salary paid.

10 § Temporary childcare leave

1. The employees are entitled to receive temporary leave for no more than 4 working days to care for or arrange care for their own sick child, or another child, aged under 10 living permanently at the same address.

A parent to a child who does not live at the same address is also entitled to temporary childcare leave.

2. The employee must inform the employer of temporary childcare leave and its estimated duration as soon as possible. If required, an employee must provide a reliable explanation of the basis for the temporary childcare leave.
3. The employee is paid salary for four days of temporary childcare leave.

11 § Temporary leave

1. The employee is given the opportunity to take short, temporary, unpaid leave because of a sudden case of illness in the family. Employees' annual leave entitlements are not affected by an absence of this kind.

2. The employee is entitled to short, temporary, paid leave because of the death and funeral of a close relative. The employee's annual leave entitlements are not affected by an absence of this kind.

V Annual leave and holiday bonus

12 § Annual leave

1. The Annual Holidays Act determines employees' entitlements to annual leave and holiday compensation.
2. If the employment has lasted at least a year by 31 March, the end of the holiday accrual year, the employee accrues two and a half weekdays of annual leave for every month worked. If the employment has lasted less than a year by 31 March, the end of the holiday accrual year, the employee accrues two weekdays of annual leave for every month worked.
3. The employer confirms the dates of annual leave. Twenty-four days of annual leave must be taken during the summer leave season between 1 May and 30 September. However, the

employer and employee may agree that annual leave be taken at other dates in accordance with the regulations of the Annual Holiday Act.

4. The employer must notify the employee of the dates of annual leave at least one month in advance. However, if this is not possible, the employer must notify the employee at least two weeks before the start of annual leave.
5. The employee is paid holiday pay during annual leave in accordance with the Annual Holiday Act.
6. If the employee works so seldom that he or she does not accrue annual leave, he or she is paid holiday compensation of 9% of his or her salary for the time he or she works. If the employee's employment has lasted at least a year by 31 March, the holiday compensation is 11.5%.
7. When the employment ends, the employee is entitled to holiday compensation instead of annual leave for the time he or she has not by that date taken annual leave or received holiday compensation.

13 § Holiday bonus

The employer pays the employee a holiday bonus of 50% of his or her statutory holiday pay when paying the holiday pay. As a general rule, the employee must take his or her annual leave to be entitled to holiday bonus.

If the employee cannot take his or her annual leave because the employer dismissed the employee on production or financial grounds, the employee is also paid the holiday bonus on the basis of the holiday pay paid at the end of employment.

VI Salary provisions

14 § Salary increases

Salaries are increased by a general increase of 1.7% on 1 April 2020 and 1.6% on 1 April 2021.

15 § Hourly wage divisor

When calculating hourly wages, the monthly salary is divided by 158.

VII Other provisions

16 § Travel

1. When the employee is compensated for travel and paid per diems, the decision of the Tax Administration in force at the time on tax-free compensation of travel costs is observed.
2. If the employee travels for work purposes outside regular working hours, he or she is paid basic hourly wages or given corresponding leave for the hours travelled, if compensation for travel time is specifically agreed.

17 § Work equipment compensation

If the employee uses his or her equipment for work purposes in accordance with the contract, the compensation paid for this must be agreed explicitly.

18 § Training

As the work duties change and evolve, the employer must arrange the necessary employee training. Training arranged during working hours counts as working time.

19 § Copyright

The Copyright Act determines copyrights. The transfer of and compensation for copyright must be agreed explicitly.

VIII Validity

This recommendation is valid between 1 April 2020 and 30 April 2022.

Helsinki, 6 March 2020.

AKAVA SPECIAL BRANCHES



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Executive Director



Tuire Torvela
Lawyer

ART AND CULTURE PROFESSIONALS' TRADE UNION TAKU



Juha Isotalo
Chairperson of the Board



Nea Leo
Executive Director

EMPLOYMENT CONTRACT: ARTS AND CULTURAL SECTOR

1. Parties to the contract

Employer: _____ Business ID _____

Employee: _____ Personal identity number _____

2. Validity of employment contract

Employment start date: _____

The contract is valid

until further notice for a fixed term until _____

Reason for fixed-term contract: _____

3. Job title and duties

4. Location of work

5. Working time

The working time is _____ hours/day and _____ hours/week.

The average working time is _____ hours/week.

6. Salary and salary period

At the start of employment, the monetary salary is: _____

The salary period is: _____

Fringe benefits: _____

7. Notice period for termination of the employment contract

In accordance with the recommendation of Akava Special Branches and TAKU for the arts and cultural sector.

8. Matters agreed explicitly:

The following has been agreed regarding a probationary period: _____

Travel time is compensated in accordance with the recommendation of Akava Special Branches and TAKU for the arts and cultural sector, or is compensated with time off.

The following has been agreed regarding work equipment compensation: _____

The following has been agreed regarding copyright: _____

9. Other terms

During employment, the recommendation of Akava Special Branches and TAKU on employment terms are observed.

10. Signatures

INSTRUCTIONS FOR A REMOTE WORK CONTRACT

Definition of remote work

Remote work means work that is regularly done outside the employer's premises.

Agreement on remote work

Doing work remotely is voluntary, both for the employee and the employer. A written contract must be drawn up for remote work. The parties must agree in the contract on the following:

1. *Start time and duration of remote work*

Remote work may be done until further notice or for a fixed period.

2. *Work to be done remotely*

The contract must define the work to be done remotely and where it is to be done.

3. *Employment terms*

The employment legislation in force at the time, such as the Employment Contracts Act, Working Hours Act and the Annual Holiday Act, is applied to remote work.

During remote work, the recommendation of Akava Special Branches and TAKU on remote work employment terms are observed.

4. *Contact*

The contract must specify how and when the employee and employer may reach each other.

5. *Work equipment and devices needed at work*

The employer acquires and pays for work equipment, devices, programs and connections necessary in remote work.

The employer is responsible for their installation, servicing, maintenance, and the provision of and payment for accident insurance.

If the employer and employee agree that the employee uses his or her own work equipment and devices at work, the use and compensation for resulting costs must be agreed.

6. *Work premises and furniture*

The contract must define the employer's obligation to compensate for the costs arising from work premises, furniture and their maintenance.

7. *Cancellation of remote work*

In the contract, the parties must agree on methods by which they can cancel remote work and by which the employee can return or transfer to the employer's premises to work.

Akava Special Branches

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Private-sector employment
counselling service,
tel. 0800 135 350

Calls are free.

Telephone answered on Tuesdays,
Wednesdays and Thursdays between
09.00 and 14.00.

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