



Arts and cultural sector

Employment terms

1 May 2022–30 April 2024

Taide- ja kulttuurialan
ammattijärjestö

 Akava
Special Branches

TAKU

Trade Union for
Art and Culture Professionals

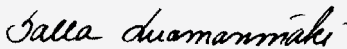
Akava Special Branches and the Art and Culture Professionals Trade Union TAKU have drawn up this recommendation on the terms and conditions of employment in the arts and culture sector. The recommendation concerns the employment terms and conditions of employees employed by the private art and culture sector companies, associations, foundations and other organisations.

The terms and conditions of employment in the recommendation are based either on mandatory legislation such as the Employment Contracts Act (L 26 January 2005/55), the Working Hours Act (L 9 August 1996/605) and the Annual Holidays Act (L 18 March 2005/162) or the labour market practice.

The recommendation has been given starting on 1 May 2022 and ending on 30 April 2024.

Helsinki, 8 June 2022.

AKAVA SPECIAL BRANCHES



Salla Luomanmäki
Executive Director

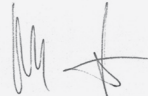


Tuire Torvela
Lawyer

THE ART AND CULTURE PROFESSIONALS TRADE UNION TAKU



Piia Lääveri
Chair



Nea Leo
Executive Director

Terms and Conditions of Employment

I Scope of the recommendation

Section 1 Scope

This recommendation applies to monthly and hourly paid employees employed by private art and culture sector companies, associations, foundations and other organisations.

A company in the arts and culture sector refers to a company whose main activity is the production of artistic and/or cultural services.

II Employment relationship

Section 2 Start of the employment relationship

1. An employment contract is drawn up in writing prior to the start of employment.
2. The employment contract is drawn up to be valid indefinitely. The employment contract may be concluded for a specific fixed term for a justified reason. The reason for fixed term employment must be specified in the employment contract in writing.
3. The employer and the employee may specifically agree on a trial period of a maximum of four

months. In a fixed-term employment relationship of less than eight months, the trial period may comprise no more than half of the duration of the employment contract.

4. If the employer and the employee have concluded a number of consecutive fixed-term employment contracts under which the employment relationship has continued without interruption or with only short interruptions, the employment relationship shall be regarded as having been valid continuously when benefits based on the employment relationship are specified.

Section 3 Termination of the employment relationship

1. In an employment relationship valid for an indefinite period, the notice periods to be observed by the employer are the following:
 - 14 days, if the employment relationship has continued for up to one year
 - one month, if the employment relationship has continued for more than one year but no more than four years

- two months, if the employment relationship has continued for more than four years but no more than eight years
 - four months, if the employment relationship has continued for more than eight years but no more than 12 years
 - six months, if the employment relationship has continued for more than 12 years.
2. In an employment relationship valid for an indefinite period, the notice periods to be observed by the employee are the following:
 - 14 days, if the employment relationship has continued for up to five years
 - one month, if the employment relationship has continued for more than five years.
 3. The employment relationship of an employee with a fixed term contract is terminated at the end of the agreed fixed period. A fixed term employment contract cannot be terminated unless the possibility of giving notice has been specifically agreed on in writing.
 4. If the possibility of giving notice is agreed on for a fixed term employment contract, the aforementioned notice periods apply.

5. The termination of the employment contract is always made in writing or otherwise verifiably.

III Working hours

Section 4 Regular working hours

1. Regular working hours are 7.5 hours per day at maximum and 37.5 hours per week at maximum.
2. Working hours may also be arranged so that they average 37.5 hours per week at maximum. In this case, a shift schedule must be drawn up in advance for the work in question for the period within which working hours will adjust to the set average. The reference period is eight weeks at maximum. Regular working hours shall not exceed eight hours a day or 48 hours a week.
3. The employee is entitled to a meal break of 0.5 to 1 hours. The meal break is not included in working hours if the employee has the right to leave the workplace during the break.
4. Good Friday, Easter Monday, Ascension Day, Midsummer's Eve and May Day other than Saturday and Sunday, Independence Day,

Christmas and Boxing Day, New Year's Day, Epiphany and Christmas Eve are paid holidays and shorten the working hours of the week in question.

5. The total working time may be agreed with the employee if the employee is not covered by the Working Hours Act. In this case, the employee's role must be to manage the company or an autonomous part of it or a role directly comparable to such management.

Section 5 Additional work, over-time and Sunday work

1. Additional work refers to work done during the time between the regular working hours agreed on in the employment contract and the longest lawful regular working hours (8 hours).

The basic hourly pay for each hour worked will be paid for additional work.

2. Work done in addition to the regular lawful maximum working hours (8 hours) or in addition to the working hours specified in the shift schedule in a day, constitute overtime above the daily regular working hours. The wage payable for the first two hours of overtime above the daily regular working hours shall be the regu-

lar wage plus 50 per cent, and for additional hours, the regular wage plus 100 per cent.

3. Work done in addition to the regular lawful maximum working hours (40 hours) or in addition to the working hours specified in the shift schedule in a week, constitute weekly overtime. The wage payable for the first eight hours of weekly overtime shall be the regular wage plus 50 per cent, and for additional hours, the regular wage plus 100 per cent.
4. The wage payable for work done on a Sunday, Church holiday, May Day and Independence Day shall include the regular wage for the time in question plus basic hourly pay as Sunday work remuneration.
5. Subject to the employee's consent, the remuneration for additional work or overtime can also be converted into corresponding increased free time.
6. Additional work and overtime requires the employer's initiative and employee's consent.
7. If the employee's primary duty is to supervise and oversee others, it may be agreed with this employee that the remuneration for overtime is paid as a fixed monthly remuneration.

Section 6 Flexible working hours

1. The employer and employee may agree on flexible working hours. Flexible working hours allow the employee, within set limits, to determine the beginning and the end of regular working hours.
2. When agreeing on flexible working hours, agreement must be made on the fixed working hours, the limits of flexibility within 24 hours, the timing of rest periods and the maximum accumulation of hours in excess or falling short of the regular working hours. At the end of the four-month monitoring period, the accumulation of exceedances may not exceed 60 hours and the number of shortfalls may not exceed 20 hours.
3. Flexible working hours may not be spent on working overtime.

Section 7 Weekly free time

Working hours must be organised to allow employees at least 35 hours of uninterrupted free time each week. It must be placed around a Sunday, if possible.

IV Illness and other absence

Section 8 Illness of employee

1. The employer is obliged to pay wages to the employee for the period of illness. The precondition is that the employee did not cause the incapacity to work intentionally or through gross negligence.
2. The employee must make a notification of the absence and its estimated duration without delay. On demand, the employee must present a medical certificate or other account approved by the employer for his or her incapacity to work.
3. The employer will pay the standard wages to the employee in connection with each case of incapacity to work, based on the duration of the employment relationship, as follows:
 - the employment relationship has lasted less than 1 month, 50% of wages for the day on which the employee fell ill and for nine subsequent weekdays.
 - the employment relationship has lasted at least one month, but less than 3 years, full pay for a four-week period.

- the employment relationship has lasted at least 3 years but less than 5 years, full pay for a five-week period.
 - the employment relationship has lasted at least 5 years but less than 10 years, full pay for a six-week period.
 - the employment relationship has lasted at least 10 years, full pay for an eight-week period.
4. If the regular working hours of an employee, whose employment contract is based on hourly pay, vary, sick pay will be based on the average earnings for regular working hours in the three months preceding the illness.
 5. When the employer pays sick pay to the employee, the employer has the right to apply for itself the health insurance contribution pursuant to the Health Insurance Act, to which the employee is entitled for the corresponding period.

Section 9 Maternity, paternity and parental leave and child care leave (until 31 July 2022)

1. The employee's maternity-, paternity- and parental leave and child care leave are determined in accordance with the Employ-

ment Contracts Act and Health Insurance Act.

2. The employer pays the employee wages for three months during maternity leave. The precondition for payment of wages is that the employment relationship has continued without interruption for at least 6 months immediately before the maternity leave begins.

If the regular working hours of an employee, whose employment contract is based on hourly pay, vary, wages paid for maternity leave will be based on the average earnings for regular working hours in the three months preceding the maternity leave.

3. The employer pays the employee wages for 18 days during paternity leave. The precondition for payment of wages is that the employment relationship has continued without interruption for at least 6 months immediately before the paternity leave begins.

If the regular working hours of an employee, whose employment contract is based on hourly pay, vary, wages paid for paternity leave will be based on the average earnings for regular working hours in the three months preceding the paternity leave.

4. The employer has the right to receive the maternity/paternity allowance due to the employee for the same period, or the part of it corresponding to the wages paid.

Section 9a Pregnancy and parental leave and child care leave (as of 1 August 2022)

1. The employee's pregnancy and parental leave and child care leave are determined in accordance with the Employment Contracts Act and Health Insurance Act.
2. Employees who are entitled to pregnancy allowance under the Health Insurance Act are paid from the beginning of their pregnancy leave for 40 working days.
3. Employees who are entitled to parental leave allowance under the Health Insurance Act are paid from the beginning of their parental leave for 32 first working days.
4. If the regular working hours of an employee whose employment contract is based on hourly pay vary, wages paid for the pregnancy and parental leave will be based on the average earnings for regular working hours in the three months preceding the leave.

5. The precondition for payment of wages is that the employment relationship has lasted for six months immediately before the pregnancy leave or parental leave begins.
6. The employer has the right to receive the pregnancy and parental leave allowance due to the employee for the same period, or the part of it corresponding to the wages paid.
7. The aforementioned provisions apply if the calculated date of birth of the child is 4 September 2022 or later. If the calculated date of birth is before 4 September 2022, the earlier provisions apply regardless of the date of birth of the child, if the child is born and the right to parental allowance begins before 1 August 2022, the earlier provisions apply.

Section 10 Temporary child care leave

1. If the employee's child or some other child who is under 10 years of age and who lives permanently in the employee's household falls suddenly ill, the employee is entitled to temporary child care leave for a maximum of four working days in order to arrange

for care of the child or to care for the child personally.

A parent who does not live in the same household with the child is also entitled to temporary child care leave.

2. The employee shall notify the employer of temporary child care leave and of its estimated duration as soon as possible. If so required, the employee shall present a reliable account of the grounds for temporary child care leave.
3. Wages will be paid to the employee for four working days during the temporary child care leave.

Section 11 Temporary absence

1. A possibility will be arranged for the employee for a brief temporary unpaid absence from work due to a sudden case of illness suffered by his/her family. The annual holiday benefits of employees will not be reduced due to such absence.
2. The employee is entitled to brief temporary paid absence due to the death and funeral of a close relative. The annual holiday benefits of employees will not be reduced due to such absence.

V Annual holiday and holiday bonus

Section 12 Annual holiday

1. Employees' right to annual holiday and holiday compensation is determined pursuant to the Annual Holidays Act.
2. Employees earn two and a half weekdays of annual holiday for each full holiday credit month, if the employment relationship has lasted at least one year by the end of the holiday credit year (31 March). If the employment relationship has lasted less than a year, the employee earns two weekdays of annual holiday for each full holiday credit month.
3. The employer confirms the timing of the annual holiday. A total of 24 days of the annual holiday must be taken in the holiday season, i.e. between 1 May and 30 September. The employer and the employee may agree otherwise on the timing of the annual holiday, in compliance with the provisions in the Annual Holidays Act.
4. The employer must notify of the timing of the holiday no later than one month before the start of the annual holiday. If this is not

possible, notification of the timing of the holiday must be given at least two weeks before the start of the holiday.

5. For the duration of the annual holiday, annual holiday pay will be paid to the employee according to the provisions laid down in the Annual Holidays Act.
6. If the employee is working on so few days that they do not earn annual holiday, they are paid 9% of the salary paid or due for the period of employment as holiday compensation. If the employee's employment has lasted at least one year by the end of the holiday credit year, the holiday compensation is 11.5%.
7. At the end of an employment relationship, the employee is entitled to holiday compensation instead of annual holiday for any holiday entitlement or holiday compensation earned but not yet received.

Section 13 Holiday bonus

The employee will be paid a holiday bonus, which is 50% of the pay for the employee's statutory annual holiday. The holiday bonus will be paid in connection with the holiday

pay. As a rule, payment of holiday bonus requires taking holiday.

If the taking of annual holiday is prevented because the employee's employment contract is terminated by the employer on financial and production-related grounds, the holiday bonus will be paid also for the holiday compensation paid when the employment relationship is terminated.

VI Provisions concerning pay

Section 14 Wage increases

The wages will be raised starting on 1 June 2022, according to the general raise, the size of which is 2.0% and starting on 1 June 2023, according to the general raise, the size of which is 2.0%.

Section 15 Divider for calculating hourly pay

When calculating the hourly pay, the divider is 158.

VII Miscellaneous provisions

Section 16 Travel

1. Compensation for travel expenses and payment of per diem allowances comply with the Tax Administration's valid decision on tax-exempt allowances for travel expenses.
2. If an employee travels extensively outside of the regular working hours in order to complete work duties, the employee is to be reimbursed for the travel time by payment of the basic hourly pay for each hour used for travel, or given leave of the same amount, if the reimbursement for travel time has been agreed on separately.

Section 17 Compensation for tools

If it is agreed that the employees will use their own tools for performing work duties, the compensation paid for this is subject to separate agreement.

Section 18 Training

The employer shall provide employees with training required by changes and development in work duties. Training organised during working hours is working time.

Section 19 Copyright

Copyright is determined in accordance with the Copyright Act. Transfer of copyright and remuneration for copyright are subject to separate agreement.

VIII Validity

This recommendation is valid starting from 1 May 2022 to 30 April 2024.

Helsinki, 8 June 2022.

AKAVA SPECIAL BRANCHES



Salla Luomanmäki
Executive Director



Tuire Torvela
Lawyer

THE ART AND CULTURE PROFESSIONALS TRADE UNION TAKU



Piia Lääveri
Chair



Nea Leo
Executive Director

EMPLOYMENT CONTRACT/ART AND CULTURE SECTOR

1. Employment contract parties

Employer: _____ Business ID _____

Employee: _____ Social security number: _____

2. Validity of employment contract

Employment start date: _____

The employment contract is valid

for an indefinite duration for a fixed period, until _____

Reason for fixed-term employment contract: _____

3. Job title and work duties

4. Place of work

5. Working hours

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

Average working time is _____ hours/week.

6. Pay and pay period

At the start of the employment relationship, the monetary pay is: _____

The pay period is: _____

Fringe benefits: _____

7. Period of notice for the employment contract

In accordance with the recommendation of Akava Special Branches and the Art and Culture Professionals Trade Union TAKU concerning the art and culture sector.

8. Matters subject to separate agreement

The following is agreed on a trial period: _____

travel time is remunerated in accordance with the recommendation of Akava Special Branches and the Art and Culture Professionals Trade Union TAKU concerning the art and culture sector in money/as free time.

The following is agreed on remuneration for tools: _____

The following is agreed on remuneration for copyright: _____

9. Other Terms and Conditions

The recommendation concerning the art and culture sector of Akava Special Branches and the Union of Communications Professionals on terms and conditions of employment relationship applies to this employment contract.

10. Signatures

INSTRUCTIONS FOR CONCLUDING AN AGREEMENT ON REMOTE WORK

Definition of remote work

Remote work refers to work performed outside the employer's premises on a regular basis.

Agreement on remote work

Remote work is voluntary for both the employee and the employer. A written agreement must be drawn up on remote work to agree on at least the following:

1. *Start and duration of remote work*

Remote work can be effective until further notice or for a fixed period.

2. *Work performed as remote work*

The agreement must define the work performed as remote work and the place for remote work.

3. *Terms and Conditions of Employment*

Valid labour legislation, including the Employment Contracts Act, the Working Hours Act and Annual Holidays Act apply to remote work.

The recommendation concerning the art and culture sector of Akava Special Branches and the Union of Communications Professionals on terms and conditions of employment relationship applies to remote work.

4. *Contacts*

The agreement must define how and when the employer and employee are accessible for each other.

5. *Tools and equipment for work*

The employer acquires and pays for the tools, equipment, software and connections required for remote work. The employer is responsible for their installation, servicing, maintenance and insurance required to cover any damage, and the costs incurred.

If the employer and employee agree that the employee use their own tools and equipment for work, their use and the costs incurred must be agreed on.

6. *Workroom and furniture*

The agreement must define the employer's obligation to compensate the costs incurred from remote work with regard to workrooms, work furniture and their upkeep.

7. *Cancellation of remote work*

The agreement must specify the procedure to be followed by the employer and the employee if remote work is to be cancelled and the employee may return or move to work on the employer's premises.

Akava Special Branches

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tel. +358 (0)800 135 350

The number is free to call.

Telephone services are available
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