

Arts and cultural sector

Terms of employment 1 June 2025—31 May 2027



Taide- ja kulttuurialan ammattijärjestö



Trade Union for Art and Culture Professionals Akava Special Branches AE and Art and Culture Professionals' Trade Union TAKU have drawn up these recommended terms of employment for the arts and cultural sector. This is a recommendation for the terms of employment of employees of private-sector companies, societies, associations, foundations and other entities in the arts and cultural sector.

The recommended terms of employment are based either on compulsory legislation, such as the Employment Contracts Act (26.1.2005/55), Working Times Act (9.8.1996/605) and the Annual Leave Act (18.3.2005/162), or on labour market practice.

The recommendation is valid between 1 June 2025 and 31 May 2027.

Helsinki, 6 May 2025.

AKAVA SPECIAL BRANCHES AE

ART AND CULTURE PROFESSIONALS' TRADE UNION TAKU

Terms of employment

IScope of the recommendation

1 § Sector of application

This recommendation concerns the terms of employment of employees of private-sector companies, societies, associations, foundations and other entities in the arts and cultural sector.

The meaning of a "company in the arts and cultural sector" is a company whose primary sector is the production of arts and/or cultural services.

II Employment

2 § Start of employment

- An employment contract is concluded in writing before the start of employment.
- The employment contract is valid until further notice. The employment contract may be valid for a fixed term if legitimate grounds exists. A written employment contract must specify the grounds for the fixed-term contract.
- 3. The employer and employee may explicitly agree on a probationary period of no longer than four

- months. If a fixed-term employment contract is shorter than eight months, the probationary period may be no longer than half the duration of the contract.
- For the purposes of granting employment benefits, employment is considered continuous if the employer and employee have made several consecutive fixed-term contracts, with either no breaks or short breaks between them.

3 § End of employment

- In employment valid until further notice, the notice period to which the employer must conform is:
- 14 days if the employment has lasted for at least one year
- 1 month if the employment has lasted for at least one year but no longer than four years
- 2 months if the employment has lasted for at least four years but no longer than eight years
- 4 months if the employment has lasted for at least eight years but no longer than twelve years
- 6 months if the employment has lasted longer than twelve years.

- In employment valid until further notice, the notice period to which the employee must conform is:
- 14 days if the employment has lasted for at least five years
- 1 month if the employment has lasted longer than five years.
- In fixed-term employment, the employee's employment ends at the end of the agreed fixed term. A fixed-term employment contract may not be terminated unless a termination option has been explicitly agreed in writing.
- If a termination option is agreed under a fixed-term employment contract, the aforementioned notice periods are honoured.
- Notice of termination of employment is always given in writing or another verifiable fashion.

III Working time

4 § Regular working time

- Regular working time is no more than 7.5 hours per day and no more than 37.5 hours per week.
- Working time may also be arranged to average at no more than 37.5 hours per week.
 - In that case, a shift roster is compiled in advance for the adjustment period during which

- the average working time is calculated. Such a period must be no longer than 8 weeks. Regular daily working time may be no longer than 8 hours and regular weekly working time no longer than 48 hours.
- 3. The employee has the right to a lunch break of 30–60 minutes. The lunch break is not working time if the employee is entitled to leave the workplace during the break.
- 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, Christmas Day, Boxing Day, New Year's Day, Epiphany. All these paid days off reduce the working time of the week in which they fall.
- 5. If the employee does not fall within the scope of the Working Time Act, agreement may be made with the employee on total working time. In this case, the employee's role must be management of the company or an independent division thereof, or be a role directly comparable to such management.

5 § Additional work, overtime, Sunday work

- Additional work is work done in the range between the regular working time agreed in the employment contract and the longest statutory regular working time (8 hours).
 - A simple hourly wage for each hour worked is paid for additional work.
- 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, an additional wage of 50% is paid for the first two hours and an additional wage of 100% for the next hours.
- Weekly overtime is work done in addition to the statutory maximum working time (40 hours) or the working time marked on the roster per week. For weekly overtime, an additional wage of 50% is paid for the first eight hours and an additional wage of 100% for the next hours.
- 4. Work done on a Sunday, a church holiday, May Day or Independence Day is compensated, in addition to the salary due for that time, with Sunday pay in the form of a simple hourly wage.

- With the employee's consent, additional work and overtime may be compensated with equivalent and extended time off.
- The performance of additional work and overtime requires the employer's initiative and the employee's consent.
- If the employee's primary role is management and supervision, agreement may be made with the employee for the compensation of overtime with a fixed monthly sum.

6 § Evening and night pay

- Evening work is work performed between 18.00 and 22.00. In addition to the salary due for that time, evening work is compensated with evening pay of 20% of the employee's personal hourly wage. Evening pay is not paid if increased salary is paid on some other basis.
- 2. Night work is work performed between 22.00 and 6.00.
 - Night work is compensated, in addition to the other salary due for that time, with night pay of 30% of the employee's personal hourly wage.
 - Night pay is not paid if increased salary is paid on some other basis.

7 § Flexible working time

- 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. Under a flexible working-time arrangement, agreement must be made on fixed working time, daily flexible working-time limits, timing of rest breaks, and the maximum accruals of working time less than or greater than regular working time. 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.
- Working time flexibility may not be used for performing overtime.

8 § Standby

The employer and employee may agree on standby. When on standby, the employee must be contactable and capable of being called into work. The employee must be paid 30% of their personal hourly wage for each hour spent on standby.

9 § Weekly time off

Working time must be arranged to give the employee an average of 35 hours of uninterrupted leisure time off per week. If possible, it must include Sunday.

IV Sickness and other absences

10 § Employee sickness

- The employer is obliged to pay the employee salary during sickness. The employee must not have caused their incapacity for work wilfully or through gross negligence.
- The employee must immediately inform the employer of their absence and its estimated duration. When requested, the employee must present a doctor's certificate or other employee-approved explanation of their incapacity for work.
- In addition to normal salary, the employer pays the employee the following during each work incapacity case:
- 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 at least 10 years, full salary for eight weeks.
- 4. If an employee who is paid on an hourly basis has variable working time, their wages during work incapacity are paid according to the average wages for the three months preceding the time off.
- When the employer pays the employee for sick leave, the employer is entitled to make a sickness insurance claim for the corresponding period.

11 § Maternity and parental leave, care leave

- The Employment Contracts Act and Health Insurance Act determine the employee's entitlements to maternity, parental and care leave.
- An employee entitled to pregnancy allowance pursuant to the Health Insurance Act is paid salary for 40 working days from the start of maternity leave.
- 3. An employee entitled to parental allowance pursuant to the Health Insurance Act is paid salary for the first 32 working days from the start of parental leave.

- The non-birthing parent can take paid parental leave when the child is born and the rest of their paid parental leave later in one go; for a total of 32 working days.
- 4. If an employee who is paid on an hourly basis has variable working time, the employee's wages for the maternity and parental leave are paid according to the average wages for the three months preceding the leave.
- For salary to be paid, the employment must have lasted for six months immediately prior to the maternity or parental leave.
- The employer has the right to receive the pregnancy allowance and parental allowance due to the employee for the same period, or pay salary for the equivalent part thereof.

12 § Temporary care leave

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

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

- The employee must inform the employer that they are taking temporary care leave and the expected duration as soon as possible. If requested, the employee must produce a reliable explanation of the grounds for temporary care leave.
- During temporary care leave, the employee is paid salary for four working days.

13 § Temporary leave

- The employee has the opportunity to take temporary unpaid leave when a family member suddenly falls ill. Such leave does not reduce the employee's annual leave.
- The employee is entitled to short temporary paid leave necessitated by a next-of-kin's death and funeral. Such leave does not reduce the employee's annual leave.

V Annual leave and holiday bonus

14 § Annual leave

- The employee's entitlement to annual leave and holiday bonus are determined pursuant to the Annual Leave Act.
- 2. If the employment has lasted at least a year by the end of the holiday accrual year (31 March), 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 the end of the holiday accrual year, the employee accrues two weekdays of annual leave for every month worked.
- The employer confirms the annual leave dates. Of annual leave, 24 days must fall in the summer leave period between 1 May and 30 September. The employer and employee may agree on the timing of annual leave in another fashion pursuant to the stipulations of the Annual Leave 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.

- During annual leave, the employee is paid annual leave salary pursuant to the stipulations of the Annual Leave Act.
- 6. If the employee is works so seldom that they do not accrue annual leave, they are paid holiday compensation of 9% of their salary for the time they do work. If the employee's employment has lasted less than a year by the end of the holiday accrual year, the holiday compensation is 11.5%.
- When the employment ends, the employee is entitled to holiday compensation instead of annual leave for the time for which they have not by that date taken annual leave or received holiday compensation.

15 § Holiday bonus

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

If the employee cannot take their 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 Provisions concerning salary

16 § Salary increases

Salaries increase from 1 June 2025 by a general increase amounting to 2.5% and, from 1 June 2026, by a general increase amounting to 2.9%.

17 § Hourly wage divisor

When calculating hourly wages, the hourly wage divisor is 158.

VII Other provisions

18 § Travel

- Compensation of travel expenses and payment of per diems conform to the Tax Administration's decision on compensation of tax-exempt travel expenses in force at the time.
- If the employee travels for work purposes outside regular working hours, they are paid simple hourly wages or given corresponding leave, provided compensation for travel time has been expressly agreed.

19 § Work equipment compensation

If the employee uses their equipment for work purposes in accordance with the contract, the compensation paid for this must be agreed separately.

20 § Training

The employer must arrange necessary training for the employee as work duties change and evolve.

Training arranged during working time is counted as working time.

21 § Copyright

Copyright is regulated pursuant to the Copyright Act. The disclosure of copyrights and royalties must be the subjects of explicit agreements.

VIII Validity

This recommendation is valid between 1 June 2025 and 31 May 2027.

Helsinki, 6 May 2025.

AKAVA SPECIAL BRANCHES AE

ART AND CULTURE PROFESSIONALS' TRADE UNION TAKU

EMPLOYMENT CONTRACT / ARTS AND CULTURAL SECTOR

| Parties to the employment contract Employer: | Business ID |
|--|-------------------------------------|
| Employer:Persor | al identification number |
| Employment contract validity Employment start date: | |
| The employment contract is valid | |
| until further notice for a fixed peri | od,until |
| Grounds for fixed-term contract: | |
| 3. Job title and employment duties | |
| 4. Work location | |
| 5. Working time The working time is hours/day | |
| The average working time ish | ours/week. |
| 6. Salary and salary payment period TAt the start of employment, the monetary s | salary is: |
| The salary period is: | |
| Fringe benefits: | |
| 7. Employment contract termination notice | period |
| Pursuant to the recommendation of Aka Culture Professionals' Trade Union (TAKU) for | |
| 8. Matters agreed explicitly The following has been agreed regarding th | e probationary period: |
| Travel time is compensated pursuant to Branches and Art and Culture Professionals cultural sector, or is compensated with time | ' Trade Union TAKU for the arts and |
| The following has been agreed regarding we | ork equipment compensation: |
| The following has been agreed regarding co | ppyright: |
| 9. Other terms During employment, the recommendation of terms of employment for the arts and culture | |
| 10. Signatures | |

Instructions for agreement on a remote work contract

Definition of remote work

Remote work means work that is regularly performed away from the employer's premises.

Remote work contract

The performance of remote work is voluntary for both employee and employer. Remote work should be the subject of a written contract encompassing the following matters, as a minimum:

- Remote work start and end times
 Remote work may be done until
 further notice or for a fixed
 period.
- Work performed remotely
 The contract must define the work to be done remotely and where it is to be done.
- Terms of employment
 Remote work is governed by
 current legislation, such as the
 Employment Contract Act,
 Working Time Act and Annual
 Leave Act.

During remote work, the recommendation of Akava Special Branches and Art and Culture Professionals' Trade Union TAKU on remote work employment terms are observed.

4. Contact

The contract must specify how and when the employee and employer are contactable by each other.

5. Work tools and devices needed at work

The employer procures and funds the work tools, devices, programs and connections needed in remote work.

The employer is responsible for their installation, care, maintenance and damage insurance, as well as costs arising from them.

If the employer and employee agree that the employee uses their own work tools and devices at work, the use and compensation for the resulting costs must be agreed.

- Workspaces 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

Maistraatinportti 4 A, 6th floor 00240 Helsinki

Private sector employment counselling tel. 0201 235 310

www.akavanerityisalat.fi

Art and Culture Professionals' Trade Union TAKU

Ratavartijankatu 2 A 00520 Helsinki taku@taku.fi www.taku.fi



