

Teme

Employment contracts in the film industry

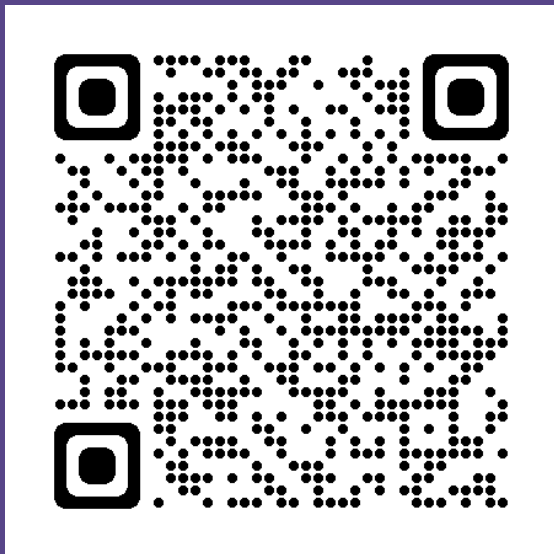
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Trade Union for Theatre and Media Finland



Teme is a trade union for art and culture in Finland

What we do (in a nutshell)

- Offer legal services for our members
- Member benefits and discounts
- Labour market lobbying
- Negotiate collective labour agreements
- Promote art, culture and media sector interests

Teme is an umbrella organization consisting of 8 independent organisations e.g. Film and Media Professionals Finland ELMA and Lighting, Sound and Video Designers in Finland SVÄV

Our student membership fee is only 38 €/year

About the presentation

Will talk about the following:

Need to know

- The Big Picture: how unions affect employment contracts in Finland?
- "By the book": employment contracts according to Finnish Employment Contract Law

Nice to know

- Freelance work, trial period, terminating employment,
- Two case examples of real employment contracts from the industry

The Big Picture



Unions in Finland

A trade union/labor union is an organisation of workers intent on maintaining or improving the conditions of their employment and protecting and increasing the bargaining power of workers.

Unions are an important part of Finnish labour market and society

54,7 % of workers belong to an union in Finland

Iceland, Denmark, Sweden, Finland and Norway are the most unionized countries in the world

The same trade union usually involves people from the same field (e.g. theatre) or with the same education (e.g. doctors)

Joining is not mandatory but highly encouraged

Collective labour agreements

A collective agreement defines the general rules that both the employer and the employees should observe – like salaries and working time.

Unions negotiate collective agreements and makes sure that the provisions of the agreement are complied with.

Teme negotiates 8 collective agreements including the one for movie and TV productions

Collective labour agreement for movie and TV productions

Applies to film and TV production workers (not actors)

Applies to production and broadcasting of full-feature films, short films, documentaries, video films, advertisements and advertisement motion pictures and TV programmes etc.

Universally binding = all employers in this field must follow the agreement

Includes minimum wages, working hours and daily rest periods among other provisions

Collective labour agreement for movie and TV productions

You can find the agreement in English on our website:



Shop stewards also known as union representatives

Shop stewards (luottamushenkilö or simply luottis in Finnish)

Shop stewards

- Know the ins-and-outs of the collective agreement
- Help unionized fellow-workers
- Act as representatives of their union at the work place

Shop stewards are highly valued as they help keep the employer in compliance with rules and regulations

Elected by other unionized workers by a vote at the workplace

Employment contract provisions “by the book”



The legal framework for labour in Finland

Most important legal sources

- 1) Labour law(s) (Employment Contracts Act etc.)
 - 2) Collective labour agreements
 - 3) Individual contracts
- + Possibly local agreements between employer and several workers

Labours laws provide a foundation for all industries

Collective labour agreements are industry-specific

Agreements between employers and employees are subject to labour laws and possibly collective labour agreements

N.B: Company specific local agreements are possible: usually negotiated by shop stewards

Rights of the employer

The employer has the right to:

- Direct and supervise the employee (so-called right to supervise, i.e. right of directive)
- Make a decision on hiring an employee and terminating the employment relationship (within the limits of the law, not e.g. in a discriminatory or otherwise inappropriate manner)
- Decide on the content and scope of operations (so-called right of management)
- Primarily, interpret the law or collective agreement (so-called interpretative privilege)

Employer obligations

The most important obligation: payment of wages correctly and on time.

Other main ones:

- General duty to take care of employees
- Equal treatment and non-discrimination
- Occupational safety
- Offer information on the main terms and conditions of employment
- Obligation to offer additional work to part-time employees and to advertise vacancies
- Follow universally binding collective agreements
- Same terms of employment for temporary workers
- Regular and reasonable remuneration
- Sick pay

Employment contracts I

Written or spoken are just as valid, but written form is always recommended

According to law, all employment contracts should always have the following:

- 1) the domicile or business location of the employer and the employee;
- 2) the date of commencement of the work;
- 3) the date or estimated date of termination of a fixed-term contract and the justification for specifying a fixed term;
- 4) the trial period;
- 5) the place where the work is to be performed or, if the employee has no primary fixed workplace, an explanation of the principles according to which the employee will work in various work locations;

(cont.)

Employment contracts II

- 6) the employee's principal duties;
- 7) the grounds for the determination of pay and other remuneration, and the pay period;
- 8) the working hours to be observed;
- 9) the manner of determining annual holiday;
- 10) the period of notice or the grounds for determining it (in case of termination);
- 11) the collective agreement applicable to the work;

(cont.)

Employment contracts III

12) the insurance institution where the employer has arranged the employee's pension insurance or insured the employee against work accidents and occupational diseases;

13) in the case of work performed abroad for a minimum period of one month, the duration of the work, the currency in which the monetary pay is to be paid, the monetary remunerations and fringe benefits applicable abroad, and the terms for the repatriation of the employee.

- + intellectual property
- + few others in case of varying hours/agency work

**“Nice to know”
section:
specific issues**



Freelance work instead of employment?

Some companies try to get people to work as freelancers instead of employees

Freelance work is not as protected as regular employment and thus not encouraged in most situations

- Sickdays, holidays etc.

N.B. If Employment Contracts Act applies, then it is not even possible to work as as freelancer and the employer must officer traditional employment!

Trial period

The employer and employee may agree on a trial period of no more than six months beginning from the start of work.

If a trial period has not been agreed to, it cannot be applied

During the trial period, the employment relationship may be cancelled by either party, but not for a discriminatory reason

In a fixed-term employment relationship, the trial period may not exceed half of the duration of the employment contract, but not more than six months

Termination of employment after the trial period requires grounds for dismissal

Duration of employment

As a rule, the contract must be “until further notice”, unless there is a justified reason to do so for a fixed period

Reasons for fixed-term employment may include, for example:
fixed-term project
one-time work
performance
seasonality of work

If there is no longer a justified reason for the fixed-term employment and the need for labour is permanent, several successive fixed-term employees may have become valid until further notice

Ending fixed-term employment

The employment relationship ends automatically after the duration of the fixed-term employment relationship

Does not require separate termination

Early termination of a fixed-term employment contract requires that the employment contract includes an agreement on the possibility of termination.

At the end of a fixed-term employment contract, a new employment contract must be drafted for the continuation of the employment relationship, in which case the terms of the employment relationship may change with the new employment contract.

Ending an open-ended employment relationship

Different ways to end an open-ended employment relationship

The employment relationship may end with dismissal or termination.

Employer needs grounds for both

An employee can freely end an employment relationship that is valid until further notice

Dismissal on personal (w/prior warning) or collective (economic-production) grounds

Termination on grounds of such a serious breach or neglect of obligations that notice cannot be required

Case examples of real employment contracts

