

THE JOINT NEGOTIATION COMMITTEE

THE DANISH ACTORS' ASSOCIATION

A G R E E M E N T
on
payment and working conditions
for
actors, opera singers (except chorus singers) and dancers
engaged at Folketeatret and theatres belonging to
the Copenhagen Theatre Cooperation

2013

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CLAUSE 1. APPLICATION OF THE AGREEMENT

This Agreement applies to actors, opera singers (except chorus singers) and dancers employed at Folketeatret and theatres belonging to the Copenhagen Theatre Cooperation.

REMARKS:

The Agreement only applies to the above-mentioned occupational groups.

Thus, the Agreement does not apply to e.g. chorus singers and background artists. With regard to the latter, reference is made to the agreement of 18 September 1994 between the Joint Association of Danish Theatres and the Danish Actors' Association on background artists.

The Agreement neither applies to persons below the age of 18. As hitherto, the theatre has to make individual agreements with regard to such persons.

Moreover, the Agreement does not apply to co-productions where employment is governed by another agreement with the Danish Actors' Association.

CLAUSE 2. THE SALARIED EMPLOYEES ACT

Unless otherwise specified, employees are covered by the terms of the Salaried Employees Act, cf. clauses 3 (2), 19 and appendix 4.

REMARKS:

Employees, who are not included under the Salaried Employees Act, are given the status of salaried employees when entering into the contract. This provision e.g. means that all employees on a monthly salary are entitled to receive payment when absent due to illness (cf. clause 5 of the Salaried Employees Act), severance pay (cf. clause 2a of the Salaried Employees Act) and early retirement allowance (cf. clause 8 of the Salaried Employees Act).

CLAUSE 3. CONTRACT OF ENGAGEMENT

(1)

Any contract of engagement must accord with the minimum contract agreed upon by the parties (Appendices 1 and 2).

REMARKS:

On request, the employee is obliged to send the contract of engagement to DSF's legal adviser who is under a duty of silence with regard to any legitimate payment specified in the contract.

(2)

Neither of the parties can terminate contracts entered into under this Agreement.

CLAUSE 4. PERIOD OF ENGAGEMENT

(1)

Engagement is restricted to a limited period of time (periodic employment). An engagement period must be consecutive and of a minimum of 75 days' duration, excluding possible holidays scheduled by the theatre, cf. however sub-clauses 2-7 below.

REMARKS:

If a theatre wishes to engage employees for 12 months including holidays (seasonal employment), an application must be made to the Joint Negotiation Committee, who will then contact the Danish Actors' Association with a view to determining the conditions of employment.

(2)

Where an employee is engaged for a short performance at a theatre's subsidiary stage (normally of no more than 75 minutes' duration), the engagement period can be shorter than 75 days, although not shorter than 45 days.

(3)

Where a play is restaged with primarily the same artistic personnel, the engagement period can be shorter than 75 days, although not shorter than 45 days.

(4)

With regard to engagement for understudying, the engagement period must be of a minimum of 30 days' duration.

(5)

With regard to engagements for special performances, the engagement period must be of a minimum of 30 days' duration.

REMARKS:

Special performances are defined as:

- Seasonal performances such as performances in connection with Christmas, the schools' autumn break and the like.*
- Performances that, for a short period of time, are staged concurrently with the ordinary production, e.g. performances at schools.*

Employees who appear in special performances must be paid in accordance with the general rules stated in clauses 10-13 and 27 below (plus remarks), cf. however the following remarks.

If an employee who is engaged in accordance with sub-clause 1 or 4 above is also engaged for a special performance at the same theatre within the same period of time, and if the employee in question rehearses for and performs in the two plays concurrently, the question of payment must be referred to the Joint Negotiation Committee.

If the employee during the period of time of the special performance is exempt from rehearsing for and performing in the ordinary production, he or she is only entitled to the payment agreed upon in connection with the ordinary employment in accordance with sub-clause 1 or 4.

Where an employee is engaged for a special performance at another theatre than the one where he or she is engaged in accordance with sub-clause 1 or 4 above, reference is made to clause 14 (plus remarks) concerning double engagement.

(6)

The theatre and the employee may agree to continuous preliminary rehearsals of a minimum of 8 days duration prior to the theatre's summer holiday. The rehearsal days are included in the periods of engagement specified in sub-clauses 1-3 above.

For each day of preliminary rehearsals, the employee is entitled to 1/30 of the agreed monthly salary, cf. clauses 10-13.

(7)

With regard to touring with Folketeatret, the following applies in addition to sub-clauses 1-6 above:

When touring with performances produced by another theatre, the duration of the engagement period must be negotiated with the Danish Actors' Association.

The above sub-clauses 2 (regarding subsidiary stages) and 5 do not apply to touring with Folketeatret.

CLAUSE 5. ENGAGEMENT AT TWO THEATRES

The employee cannot appear in performances at more than one theatre per evening.

CLAUSE 6. EXTENT OF THE ENGAGEMENT

(1)

The salary agreed upon in accordance with clauses 10, 12, and 13, including supplements in accordance with clause 11, covers 6 weekly performances. For the 7th performance as well as any consecutive performances, a supplement of 1/10 of the agreed monthly salary is paid. The employee is obliged to appear in 7 weekly performances.

(1a)

With regard to touring with Folketeatret, the following applies:

The salary agreed upon in accordance with clauses 10 and 11 covers 1 daily performance. For double performances, a supplement per performance of 1/20 of the agreed monthly salary for the tour is paid. The agreed monthly salary covers 12 performances within a 14-day period. The 14-day period is calculated from the last day off prior to the first performance before an audience. The employee is obliged to appear in 14 performances within the 14-day period.

(2)

The employee is only obliged to perform on the stage(s) covered by the engagement.

(3)

The employee is obliged to participate in all evening performances scheduled by the theatre. Unless otherwise specified when entering into the engagement, the employee is only obliged to participate in matinée performances on Saturdays, Sundays and public holidays, in the schools' autumn break as well as in the period from 15 December to the 1 January. The employee is entitled to be notified of matinée performances, extra performances and changes in the schedule at least 14 days in advance; however, in case of such performances on Saturdays, Sundays or public holidays, only at least 7 days in advance.

(3a)

With regard to touring with Folketeatret, the provisions of sub-clause 3 above on participation in matinée performances in the schools' autumn break as well as in the period from 15 December to 1 January are replaced with the following:

The theatre is entitled to schedule between 13 and 15 performances at staggered times distributed over the season. Of these, a maximum of 3 performances must be scheduled at schools with a start time of no earlier than 10 a.m. Notice of such performances must be given at least 3 months in advance.

With regard to touring with Folketeatret, it moreover applies that if performances that have not been sold at the time of commencement of the engagement (performance-free days in accordance with the tour plan) are sold, notice of such performances must be given as soon as possible.

(4)

The employee is entitled to 1 weekly day off the placement of which must be specified in the contract. On all other days, the employee is obliged to participate in up to 2 performances per day. No performances may be scheduled for Christmas Eve, Christmas Day and Whitsunday. The employee is entitled to 4 consecutive days off during Easter. The employee must be notified of the placement of the days off at least 15 days in advance.

REMARKS:

The weekly day off may be rescheduled if all performers agree to this.

(4a)

The second provision of sub-clause 4 above does not apply to touring with Folketeatret. Reference is made to the agreement on deviation from the general provisions of the Working Environment Act concerning hours of rest and weekly days off for employees on tour of 6 November 1987. If the same contract of engagement covers both a performance period in Nørregade and a tour period, a day off must be scheduled between the periods.

(5)

The employee is not obliged to perform solo neither before nor after ordinary working hours at the theatre unless a special agreement to this has been entered into.

(6)

The theatre has obligations towards the employee until the contract of engagement expires, also in case of change of the theatre's management. Similarly, the employee is still under obligation to the theatre under new management, provided that his or her artistic conditions are not substantially impaired.

(7)

If, according to the repertory, the employee is not to participate in a given performance, and if he or she has not been informed of the contrary at least 2 hours before the performance is to commence, the employee in question is under no obligation to perform.

(8)

Where a performance ends so late that the employee cannot get home using public transport, the theatre must pay for the employee's transport home.

(9)

Sub-clauses 7 and 8 above do not apply to touring with Folketeatret.

With regard to touring with Folketeatret, the following moreover applies:

With regard to co-productions, performers from other theatres are covered by the provisions on subsistence allowance and working hours of the present Agreement. Other working conditions are governed by the collective agreement in force at the theatre where the performers in question are employed.

CLAUSE 7. ENGAGEMENT OUTSIDE THE THEATER

(1)

If the employee enters into other engagements, the management of the theatre must be notified of this in order to secure that such other engagements cause no inconvenience to the theatre.

The parties agree that the employee can only enter into other engagements if the theatre considers that such other engagements cause no inconvenience to the theatre.

(2)

On days where an employee is to participate in the performance at the theatre, the employee in question cannot, without the permission of the management, make any journeys or trips that might prevent him or her from arriving at the theatre 45 minutes before the beginning of the performance. With regard to touring with Folketeatret, the employee must arrive 1 hour before the beginning of the performance; however, in case of major musicals, 1½ hour before the beginning of the performance.

(3)

If an employee stays on another address than the permanent address of which the theatre has been informed, the employee in question is obliged to keep the management informed of how he or she can be reached most easily.

(4)

With regard to touring with Folketeatret, the following moreover applies:

If an employee, with the consent of the theatre, uses his or her own means of transportation, the employee must arrive 1 hour before the beginning of the performance; however, in case of major musicals, 1½ hour before the beginning of the performance. Under such circumstances, the employee is liable to compensate the theatre for any loss due to his or her delay or non-appearance, even if the employee is not at fault.

CLAUSE 8. COMMENCEMENT OF THE ENGAGEMENT

The exact dates of an engagement's commencement and end must be specified in the contract.

CLAUSE 9. PROLONGATION, CANCELLATION

(1)

The theatre is entitled to prolong the engagement with up to 8 days; however, at the last performance of a season, the theatre is entitled to prolong the engagement with up to 20 days. The employee is to receive a written notice of the prolongation at least 20 days prior to the expiry of the period of engagement. Similarly, the employee is to receive a written notice of the date of the conclusion of the prolongation 20 days in advance.

(2)

If a production is cancelled immediately before the première or even after the première, and another play thus is to be staged, the theatre is obliged to offer the employee a role in the new play if at all possible. Similarly, the employee must be prepared to accept the role(s) in the new play.

However, the employee is entitled to refuse to participate in the new play with reference to artistic or personal reasons. In such cases, the employee is only entitled to 50% of the agreed salary in the period of time from the cancellation of the original production to the expiry of the contract of engagement.

(3)

Sub-clauses 1 and 2 above do not apply to touring with Folketeatret. Instead, the following applies:

The theatre is entitled to prolong the engagement with up to 30 days; however, notice of 22 of the days must be given to the employee no later than 1 May with regard to performances for the following season.

CLAUSE 10. PAYMENT

(1)

The theatre and the employee agree on which of the scales of fees from 27 to 50 of the wage system of the Danish state that forms the basis of the calculation of the employee's salary. However, as a minimum, payments to dancers must accord with the 27th, 29th, 31st and 33rd scales of fees in accordance with their seniority, cf. clause 16.

(2)

In very special cases, a salary higher than the 50th scale of fees can be agreed upon. This must be approved by the theatre's board of directors.

CLAUSE 11. SUPPLEMENTARY PAYMENT

(1)

Besides the salary agreed upon in accordance with clause 10 above, the theatre and the employee may agree on the payment of an individual supplement to the employee amounting to up to 5 instalments a month, each corresponding to 1/12 of an annual supplement of DKK 17,892.07 (basic figure as of 1 October 1997).

(2)

With regard to touring with Folketeatret, the following moreover applies:

Besides the salary agreed upon in accordance with clause 10 and any supplement agreed upon in accordance with sub-clause 1 above, the theatre and the employee may agree on the payment of an individual tour supplement in the tour period.

(3)

Individual supplements are pensionable.

CLAUSE 12. PAYMENT – UNTRAINED PERFORMERS

Untrained performers with less than 1 year's seniority can be paid below the scales of fees specified in clause 10; however, not below the 2nd scale of fees.

REMARKS:

Trained performers include:

Actors educated from the National Theatre School, the Acting School at Aarhus Theatre, the Acting School at Odense Theatre, and the former acting schools at the Royal Theatre and the private theatres.

Dancers educated from the ballet school at the Royal Theatre and the School of Modern Dance.

Opera singers educated from the Opera Academy at the Royal Theatre.

An agreement can be made to recognise other educations etc. on equal terms with the above-mentioned educations.

This provision does not apply to touring with Folketeatret.

CLAUSE 13. BONUS PAYMENTS

The theatre and the employee may agree to supplement the salary agreed upon in accordance with clauses 10-12 with a fixed percentage of a possible disposable income from the production.

This agreement is independent of earlier agreements on disposable income from the production and has no impact on similar later agreements.

CLAUSE 14. ENGAGEMENT AT TWO THEATRES (DOUBLE ENGAGEMENT)

If the employee during the period of engagement at the theatre is also employed at another theatre belonging to the Copenhagen Theatre Cooperation, Folketeatret, the Danish Theatre, the Jutland Opera, the Touring Children's Theatre, the Regional Theatres in Odense, Århus, and Ålborg, the Royal Theatre, or similar publicly funded theatres, he or she is entitled to the following payments in the period of time when the two engagements coincide, thus compensating for the inconvenience of being engaged at two theatres simultaneously:

- Where the employee is engaged at two theatres belonging to the Copenhagen Theatre Cooperation or Folketeatret: 3/4 of the agreed salary from each theatre.
- Where the employee is engaged at a theatre belonging to the Copenhagen Theatre Cooperation or Folketeatret plus one of the above-mentioned theatres:
 - If the employee receives full salary from one of the above-mentioned theatres, he or she is entitled to receive 1/2 of the agreed salary from the theatre belonging to the Copenhagen Theatre Cooperation or Folketeatret.
 - If the employee receives payment amounting to somewhere between full salary and 3/4 of the salary from one of the above-mentioned theatres, he or she is entitled to receive such fraction of the agreed salary from the theatre belonging to the Copenhagen Theatre Cooperation or Folketeatret that the aggregate salary amounts to 1½ salary.
 - If the employee receives 3/4 or less of the agreed salary from one of the above-mentioned theatres, he or she is entitled to receive 3/4 of the agreed salary from the theatre belonging to the Copenhagen Theatre Cooperation or Folketeatret.

REMARKS:

The Copenhagen Theatre Cooperation and the Danish Actors' Association have agreed that the term "similar publicly funded theatres" covers theatres that receive such amounts of public funding as to enable them to pay the employees a monthly salary corresponding to the 21st scale of fees as a minimum.

Theatres that do not receive public funding, or only receive such amounts of public funding that do not enable them to pay the employees a monthly salary corresponding to the 21st scale of fees as a minimum, are not covered by the term "similar publicly funded theatres." Clause 14 does not apply to such theatres.

Where an employee engaged in accordance with clause 4 (1) or (4) is at the same time engaged for a special performance at another theatre, cf. clause 4 (5), the employee in question is entitled to 3/4 of the agreed salary from each theatre in the period of time when

the two engagements coincide provided that he or she is exempt from rehearsing for and performing in the production mentioned in clause 4 (1) and (4) in that period.

Where the employee both rehearses for and performs in the production mentioned in clause 4 (1) and (4) in the period of time when the two engagements coincide, the question of payment must be referred to the pay office of the Joint Negotiation Committee.

CLAUSE 15. DOUBLE ENGAGEMENT AT THE SAME THEATRE

If an employee is entitled to payment in accordance with two different contracts at the same theatre, 3/4 of the agreed salary in accordance with each contract is to be paid in the period when the two engagements coincide. Further reference is made to the general provisions concerning double engagement.

CLAUSE 16. SENIORITY FOR DANCERS

(1)

In the calculation of seniority, previous documented engagements as dancer at the following are taken into consideration:

- Theatres
- Broadcasting services
- Films and TV

Moreover, the theatre and the employee may agree to calculate seniority on the basis of other documented, relevant work.

Only those periods when dancer has been employed or has had other relevant work are taken into consideration in the calculation of seniority.

(2)

For each year or more following the dancer's first day of employment in which he or she has been employed for a total of 9 months, the dancer earns 1 year's seniority.

REMARKS:

If an employee has been fully employed at theatres in a season, the aggregate working time will amount to approximately 9 months.

It has thus been agreed that employment of such duration, including employment on TV etc., counts as 1 year with regard to the calculation of seniority. Conversely, employment for more than 9 months within a year does not release more than 1 year's seniority.

(3)

Advancement to the next scale of fees takes place when the employee has earned 2 years' of seniority, cf. clauses 10 and 12.

(4)

Double engagements at theatres and other coinciding engagements do not count separately in the calculation of seniority.

REMARKS:

However, for untrained performers, double engagements at theatres and other coinciding engagements do count separately in the calculation of seniority until the performers in question can be transferred to the wage system applying to trained performers, cf. sub-clause 7b below.

(5)

In the calculation of seniority with regard to engagements at broadcasting services, each recording day counts as 3 days of employment.

(6)

In the calculation of seniority with regard to engagements at films and TV, each filming day counts as 1 week of employment.

However, a performance in an ordinary feature film or an ordinary TV production releases a maximum of 2 months' seniority.

(7)

The regulations outlined below only apply until the employee has earned enough seniority to be transferred to the wage system applying to trained performers, cf. clause 10.

- a) The theatre and the employee may agree to include educational courses etc. in the calculation of seniority.
- b) In the calculation of seniority, all engagements count separately regardless of whether the periods of engagement coincide.

CLAUSE 17. RADIO AND TV COMPANIES

Cuts from a performance to be used for theatre reviews or information on TV or radio do not release payment from the theatre and no consent is needed from the Danish Actors' Association. Further reference is made to the current agreement between the broadcasting services and the Danish Actors' Association.

The theatre is entitled to make photo, sound or video recordings of rehearsals/performances or parts thereof without prior consent or additional payment to the employees for the following marketing purposes:

The theatre may present photo, sound or video recordings to Danish or international organisers, prize committees and festivals with a view to sale or nomination.

CLAUSE 18. ABSENCE DUE TO FAMILY-RELATED CAUSES

The employee is covered by the legislation in force concerning the right to leave and pay in case of maternity etc.

After commencing maternity leave, the employee is entitled to receive the agreed payment for 10 days of each month of the engagement. However, the payment cannot exceed the payment which would have been released by the remaining period of engagement.

The employee is likewise covered by clauses 1-8 in the agreement of 12 June 2007 on absence due to family-related causes between the Ministry of Finance and the Danish Central Federation of State Employees' Organisations.

CLAUSE 19. PAYMENT ON DEATH

If the employee dies during the period of engagement, his or her spouse or dependent children under 18 years of age are entitled to payments amounting to half of the employee's salary for the remaining period of engagement; however, for a minimum of 1 and a maximum of 3 months.

CLAUSE 20. PAYMENT OF SALARY

Salary is paid at the end of each month and must be at the employee's disposal on the last banking day of the month in question.

With regard to touring with Folketeatret, subsistence allowance is paid at the beginning of each month. Unless otherwise specified, subsistence allowance may be transferred to the employee's bank account.

CLAUSE 21. GARMENTS AND ACCESSORIES

(1)

Unless other arrangements more favourable to the employee have been made, the employee is to provide the normal, presentable clothes as well as the normal, modern accessories necessary for the performance of 1 part in each play. Normal, modern accessories include the gloves, socks, jewellery, wigs, beards, make-up and other effects necessary for dressing and making up for the part as well as modern boots and shoes. However, women are not obliged to provide men's footwear and men are not obliged to provide women's footwear.

(2)

The theatre is to provide all costumes. Costumes include pronounced and special clothes, padded clothes, evening dresses, uniforms, special garments and accessories such as furs, riding costumes and accessories, special footwear and the like. Moreover, the theatre always provides such costumes as are already a part of the theatre's wardrobe.

(3)

The employee is never obliged to pay for purchases in accordance with this clause amounting to more than 10% of the aggregate salary specified in the contract.

Untrained performers, cf. clause 12, who has not yet been transferred to the wage system applying to trained performers, are never obliged to pay for any purchases.

CLAUSE 22. NOTICES

Rehearsal lists containing the rehearsal plan for as long a period as possible must be placed on a special notice board or in a special notice case. The employee is obliged to familiarise him- or herself with the notices, including the possible changes to the rehearsal plan which can be announced every day until 16 p.m. Any later announcement must be given directly to the employee if he or she is expected to abide by it.

CLAUSE 23. NOTICE OF ILLNESS

The employee is obliged to notify the theatre if he or she falls ill, even if the employee is not to participate in the next performance or rehearsal. On request, the notice of illness must be confirmed in writing, just as the theatre is entitled to request a medical certificate confirming the employee's illness.

CLAUSE 24. REHEARSALS

(1)

The employee is obliged to participate in any rehearsals scheduled by the theatre. When the bell sounds for an act, the employee must be present and ready to enter the stage.

(2)

The employee is entitled to enter into a new engagement. The employee can commit him- or herself to begin the rehearsals in connection with the new engagement anytime; however, the theatre where the employee has originally been engaged is entitled to require his or her attendance at rehearsals for understudying and tightening up within the first 14 days after the première of the play. In case of sudden illness, the theatre is entitled to summon the employee to attend an instant rehearsal for understudying. The employee is obliged to notify both theatres of the original and the new engagement, respectively. Where a part is to be taken over by an employee, the two theatres must make an agreement on rehearsal time. This also applies to rehearsals for tightening up.

(3)

No performer may leave the theatre before the end of the rehearsal of the act in which he or she participates without the consent of the person in charge of the rehearsal. Likewise, no performer may leave a reading rehearsal without the consent of the person in charge. If the person in charge of a rehearsal has not appeared at the stage or in the rehearsal room 30 minutes after the scheduled beginning of the rehearsal, the performers are entitled to consider the rehearsal cancelled.

(4)

No rehearsals may be placed on Sundays or public holidays except in case of sudden illness or in case a new play has to be staged quickly because of the cancellation of an original play. No rehearsals may be placed on Saturdays in April and May except in the above-mentioned cases of emergency or in case a play is to première prior to the end of the season.

(5)

No rehearsals may be placed on Christmas Day, Maundy Thursday, Good Friday, Easter Sunday, or Whitsunday. Dress rehearsals may not be placed on Christmas Eve and ordinary

rehearsals may only be placed on Christmas Eve if a play is to première on Boxing Day. In such case, the rehearsal must end no later than 2 p.m.

(6)

If a play is to première the week after Easter, rehearsals (including dress rehearsals) may be placed on Maundy Thursday. In such case, the rehearsal must take place between 12 a.m. and 4 p.m., and notice of the rehearsal must be given at least 15 days in advance.

CLAUSE 25. REHEARSAL TIME

(1)

The theatre and the employee are to agree on the time of possible preliminary rehearsals, cf. clause 4 (6). However, the rehearsal time may never exceed 7½ hour per day and notice of such rehearsals must be given at least 15 days in advance.

With regard to other rehearsals, the provisions outlined in sub-clauses 2-9 below apply.

(2)

Table 1. Rehearsal time for employees who do not participate in the evening performance

		Day:	Evening:
1)	Normal rehearsal days:	12 a.m. – 4 p.m. No breaks.	7 – 10.30 p.m. (7.30 – 11 p.m.) No breaks.
If all the performers, through the shop steward, consent to this, the above rehearsal time may wholly or partly be replaced with rehearsal time between 12 a.m. and 6 p.m.			
2)	Alternative A. The last 5 rehearsal days before the first performance with audience.	12 a.m. – 6 p.m. A 30-minute after a minimum of 2 and a maximum of 4 hours.	7 – 10.30 p.m. (7.30 – 11 p.m.) No breaks.
	Alternative B. The last 5 rehearsal days before the first performance with audience.	12 a.m. – 3 p.m. No breaks.	6 – 12 p.m. A 30-minute break after 4 hours. In special circumstances, rehearsals may continue until after 12 pm against the payment of a supplement of 50% of the daily salary per hour commenced.
3)	The last 4 rehearsal days before the ones mentioned in 2) above if background artists and/or chorus singers participate.	12 a.m. – 4 p.m. or 2 – 6 p.m. No breaks.	7 – 10.30 p.m. (7.30 – 11 p.m.) No breaks.

Table 2. Rehearsal time for employees who participate in the evening performance

		Day:	Evening:
1)	Normal rehearsal days:	12 a.m. – 4 p.m. No breaks.	
2)	The last 5 rehearsal days before the first performance with audience.	12 a.m. – 6 p.m. A 30-minute after a minimum of 2 and a maximum of 4 hours.	
3)	The last 4 rehearsal days before the ones mentioned in 2) above if background artists and/or chorus singers participate.	12 a.m. – 4 p.m. or 2 – 6 p.m. No breaks.	

Table 3. Rehearsal time for employees engaged for special performances that are rehearsed and performed outside normal rehearsal time

Morning:	Afternoon:	Evening:
8.30 – 11 or 9 – 11.30 a.m.	4 – 6.30 or 4.30 – 7 p.m.	8 – 11 p.m.

The rehearsal time may never exceed 7½ hour per day.

Instead of the rehearsal time specified in tables 1-3, local agreements can be made to place rehearsals on Saturdays between 10 a.m. and 2 p.m. or 11 a.m. and 3 p.m.

Rehearsals on Saturdays may not take place after 6 p.m.

On average, rehearsals may only be placed on every second Saturday. However, this does not apply to engagements for plays that are restaged, cf. clause 4 (3). When public holidays on which the employee is exempt from working in accordance with this Agreement, cf. clause 24 (5), fall on Saturdays, these Saturdays are not included in the average. It must be announced in the beginning of the rehearsal period which Saturdays will be used for rehearsals and which will not.

REMARKS:

If the number of Saturdays within the rehearsal period is uneven, half this number, round down to the nearest whole number, is exempt from rehearsals.

Possible evening rehearsals may not obstruct other engagements.

REMARKS:

This provision must be seen in relation to clause 14 on double engagement, cf. also clause 7 on engagement outside the theatre.

(2a)

With regard to touring with Folketeatret, the following moreover applies:

With regard to performances that are to première on tour, rehearsals may be placed as follows: Daily rehearsal time from 12 a.m. – 6 p.m. on weekdays and 4-hour rehearsals on

Saturdays between 10 a.m. and 4 p.m. The last 5 rehearsal days before the first performance with audience rehearsals may be placed from 12 a.m. – 4 p.m. and 7 – 10.30 p.m.

On performance days, rehearsals may be placed from 12 a.m. – 4 p.m.

At each new venue, a short briefing and audio rehearsal may be placed 1 hour before the beginning of the performance; however, in case of major musicals, 1½ hour before the beginning of the performance.

(3)

If the employee participates in more than 1 performance on the same day, he or she is exempt from rehearsals that day.

If the employee participates in more than 2 performances on the same day, he or she is also exempt from rehearsals the following day.

(4)

In other cases, exemption from rehearsals can only be granted by the theatre's manager or, alternatively, by the deputy manager.

(5)

On a day where the employee is to perform either in a première or in a press preview, he or she is only obliged to participate in 1 repetition rehearsal. A repetition rehearsal is defined as a rehearsal of the entire performance without any interruptions and without the make-up, but within the scenery, for the play. The rehearsal must be finished at least 3 hours prior to the beginning of the performance.

(6)

If an employee performs in a matinée, but not in an evening performance, the employee in question is obliged to attend rehearsals either before or after the performance; however, only within the normal rehearsal time of 12 a.m. – 4 p.m. and 7 – 10.30 p.m. (7.30 – 11 p.m.).

(7)

The employee is entitled to a 2-hour break between a performance and a subsequent rehearsal (or vice versa). However, this provision does not apply to briefing and audio rehearsals in connection with touring with Folketeatret.

Moreover, in the schools' autumn break as well as in the last half of December, an exemption from this regulation can be made (meal breaks excepted) if the employee only performs in matinées and not in evening performances.

(8)

In case of sudden illness, the theatre is entitled to extend the normal rehearsal time.

(9)

For dancers, the following additional regulations on rehearsal time moreover apply:

For dancers, rehearsals may be placed between 10 a.m. and 6 p.m. and between 7 and 11 p.m.; however, the rehearsal time may never exceed that specified in sub-clause 1. The time before 10 a.m. is reserved for the employee's daily training. However, the theatre may require the employee's attendance at dance training from 9.30 a.m. on weekdays provided that the training is directed by a recognised dance instructor. This does not release any supplementary payment to the employee. Training and warm-up time is not included in the rehearsal time. With regard to touring with Folketeatret, rehearsals may be placed between 11 a.m. and 6 p.m. and the employee's attendance at dance training may be required from 10.30 a.m. on weekdays.

The theatre is obliged to give the employee reasonable notice of rehearsals placed outside the specified rehearsal hours. With regard to touring with Folketeatret, a notice of 7 days has been agreed upon.

In connection with intensive dance rehearsals, the employee is entitled to a 15-minute break after 2 hours. The employee is always entitled to a 30-minute break after 4 hours of continuous rehearsing.

CLAUSE 26. ROLES

(1)

The theatre casts the performances. The employee is obliged to rehearse and perform the roles in which he or she has been cast to the best of his or her ability. If at all possible, the employees should receive script no later than 3 weeks prior to the first reading rehearsal. However, the employee may reject a role if rehearsing or performing it presents a threat to his or her health and safety, or if the role requires him or her to perform in the nude.

(2)

During both rehearsals and performances, the employee is obliged to comply with the staging of the plays and the performing of the roles as decided by the theatre.

(3)

During the rehearsals, the employee and the director are to work together on the interpretation of the role. However, once the rehearsals, according to the director and the other personnel, are too far advanced for changes to be made, the employee cannot demand further discussions of the interpretation of the role.

Without the consent of the director, the employee is not allowed to leave anything out of or add anything to his or her role in any rehearsal or performance unless this is necessary to fill an awkward pause or to cover over confusion.

(4)

It is the right as well as the duty of the employee to perform his or her part without interruption at at least 2 rehearsals prior to the first performance with audience.

REMARKS:

The parties agree that such rehearsals must be carried out with full technique. Full technique means the finished costumes and decorations, which must be in place technically. However, the provision is not to be understood so narrowly as to consider unimportant faults/wants, which have not stood in the way of a continuous performance, as a hindrance for a full technique rehearsal.

CLAUSE 27. UNDERSTUDYING ETC.

(1) Definitions

Sudden understudying is defined as a taking over of a role on short notice in the event of sudden illness or the like.

Notified understudying (actual understudying) is defined as a case in which a performer in a play undertakes to rehearse for another role besides his or her own role in order to enable him- or herself to take over this role if necessary.

Planned understudying is defined as an engagement to replace a performer in a play, either permanently or temporarily, or an engagement to alternate with a performer after the play has premiered.

A reserve (swing) is defined as a performer who has either a minor role or no role at all in the play and who undertakes to rehearse for a given number of roles in order to enable him- or herself to take over these roles in case of understudying/alternating.

Ensemble work is defined as the alternating and filling in work necessary to hold a play together in case of understudying, but does not include the taking over of actual roles. The work is continually specified by a choreographer/floor manager or a dance captain.

A dance captain is defined as a performer who, having a thorough knowledge of choreography and direction, undertakes to give notes up to the première, compose choreography in emergencies such as sudden illness, direct force majeure rehearsals and, if an agreement to this has been made, be in charge of alternating.

In this clause, a role is defined as the character(s) that the employee has rehearsed to perform in the ordinary production.

(2) Payment

With regard to engagement for sudden understudying and planned understudying, engagement can be of shorter duration than 75 days, cf. clause 4 (4). Payment must be made in accordance with clause 10 (ordinary payment).

If a performer in a play undertakes the task of sudden understudying or notified understudying, payment is released in accordance with the table below regardless of whether the understudying is effected:

Sudden understudying (one-off payment):

Roles of 1-600 words:	minimum DKK 5,000
Roles of 601-1200 words:	minimum DKK 7,000
Roles of more than 1200 words:	minimum DKK 13,000 + negotiation

Notified understudying (understudying):

Roles of 1-600 words: DKK 1,650 a month
Roles of 601-1200 words: DKK 2,300 a month
Roles of more than 1200 words: DKK 4,350 a month

Only the words of the lines of the role are included – not stage directions and the like.

With regard to roles that are of few words but yet substantial, for instance mimic roles and the like, special agreements must be made.

The above regulations also apply to opera singers and dancers who undertake the task of understudying.

A swing engaged to perform up to 4 roles in the play is to be paid in accordance with clause 10 (ordinary payment). If an employee undertakes to perform more than 4 roles in a play, a supplementary payment must be negotiated between the theatre and the employee. A swing must be available to the theatre in the same way as other performers in connection with their own roles on performance days until the first interval in the play.

If a dancer undertakes to do ensemble work, he or she is entitled to a supplementary payment of DKK 521.69 (basic figure as of 1 October 1997) per month, cf. clause 11, for assignments that are usually scheduled no later than 14 days after the première. If the employee undertakes assignments that are not defined as ensemble work, an additional supplementary payment must be negotiated for this. The supplement is adjusted in accordance with clause 11.

With regard to dance captain work, supplementary payment is released in accordance with clause 11.

In the negotiation of the supplement, the extent of the assignment must be taken into consideration, including the number of performers and the estimated number of rehearsals after the première.

REMARKS:

Reference is made to appendix 2: Minimum Contract.

(3) Rehearsals etc.

With regard to sudden understudying, the employee and the theatre must agree on the extent of the rehearsals.

With regard to planned understudying, it must be specified in the contract of engagement of each employee when rehearsals for understudying are scheduled.

With regard to notified understudying, the theatre must, in as far as possible, assign the roles to the employees no later than halfway through the rehearsal period.

Moreover, the theatre is obliged to carry out rehearsals with understudies within the first 3 weeks after the première. All of the performers in the play are obliged to attend the rehearsals provided that they have been notified of this in their contracts of engagement.

It is the right as well as the duty of an employee engaged under the above-mentioned conditions to perform his or her part without interruption at at least 1 rehearsal prior to a performance.

With regard to touring with Folketeatret it moreover applies that rehearsals for understudying may be placed daily from 12 a.m. – 6 p.m. However, the total rehearsal and travel time may not exceed 6 hours, or 4 hours for employees who participate in the evening performance.

REMARKS:

The parties agree that sub-clause 3 should be understood thus that, whereas it should be specified in the contract of engagement of each employee whether rehearsals for understudying are planned, it is not necessary to specify the exact time of such rehearsals in the contract of engagement.

(4) Taking over of roles

The employee is obliged, without notice and without any supplementary payment, to perform any role that he or she has performed or rehearsed continuously for the past 2 months.

Similarly, the employee is obliged, at 5 hours' notice but without any supplementary payment, to perform any role that he or she has performed within the current season.

In all other circumstances, the employee is entitled to a supplementary payment for understudying, cf. sub-clause 2 above.

CLAUSE 28. COSTUMES ETC.

(1)

The theatre decides which costumes, scenery and furniture that are to be used in the performances. However, the employee is not obliged to share his or her costume with anyone else. Previously used costumes must be cleaned before they are given to the employee.

(2)

The choice of the clothes which the employee him- or herself is to provide must be approved by the director at the costume rehearsal at the latest and may not be changed later on. At performances and dress rehearsals, the employee is obliged to perform his or her part in the designated costume, which must be in good repair.

The make-up must be approved by the director at the dress rehearsal at the latest and may not be changed later on.

(3)

The employee must make sure that the costume in which he or she is to perform is present in the dressing room and that it is in good condition in time for the wardrobe master or mistress to see to it that any defects are repaired.

(4)

The employee must check with the stage manager where the requisites necessary for the performance of his or her part can be found. The employee is entitled to up to 15 minutes to change costumes. The theatre provides the dressers necessary according to the need of the production, but the employee cannot demand a personal dresser.

(5)

Except in connection with press photographing, the employee is only obliged to be made up 1 time per day.

CLAUSE 29. CRITICISM ETC.

(1)

The employee is not allowed to publish any details relating to the theatre's plans, repertory or working conditions without the consent of the theatre.

(2)

None of the performers is ever allowed to respond to applause from the audience. Nor is anyone allowed to express reluctance on the ground of the audience's undisguised disapproval.

(3)

Employees who do not perform after the intermission are not obliged to take the final curtain calls unless these are part of the finale of the play. However, the theatre may demand that all of the performers in the première take the curtain calls.

(4)

Without the consent of the theatre, no employee may appear in the audience during a performance in which he or she participates or when he or she is on sick leave. The same provision applies to dress rehearsals that have been announced as performances. Apart from this, the employee may be present in the audience both during performances and rehearsals according to the theatre's instructions.

(5)

Without the consent of the theatre, the employee is not allowed to receive unauthorised persons in or bring unauthorised persons into the dressing rooms or other rooms at the theatre.

CLAUSE 30. RESPONSIBILITY FOR REQUISITES

REMARKS:

If the employee brings requisites of his or her own, an agreement on what to do in case they are damaged must be made with the theatre.

(1)

The employee is responsible for the requisites etc. for his or her role given to him or her by the theatre. After use, the requisites must be returned to the theatre in the same state as they were in when given to the employee, except for fair wear and tear. The employee is responsible for any damage unless he or she informs the theatre that the damage has not been caused by him or her. On request, scripts for the parts, including singing and chorus parts, as well as other written material must be returned to the theatre within 24 hours after the last performance of a production. Moreover, the material must be placed at the theatre's disposal immediately if another performer needs it for understudying and the like.

(2)

The employee is entitled to a lockable wardrobe, space permitting. If the employee does not have access to a lockable wardrobe, the theatre will be held responsible in case wardrobe articles are lost. As a minimum, the employee must have access to lockable drawers.

This provision does not apply to touring with Folketeatret.

CLAUSE 31. REGULATIONS

(1)

The employee must arrive for a performance 45 minutes prior to his or her entrance on the stage. No performer is allowed to leave the theatre during a performance without the consent of the theatre. With regard to touring with Folketeatret, reference is made to clause 7.

(2)

The employee is moreover obliged to comply with any special rules and regulations specified by the theatre concerning order on the theatre's premises.

CLAUSE 32. FREE TICKETS

Free tickets for performances at theatres belonging to the Copenhagen Theatre Cooperation can be given to members of the Danish Actors' Association in accordance with the rules stipulated by the individual theatres.

REMARKS:

If no rules have been stipulated by the individual theatres, the following applies:

"In as far as the ticket sales allow this, any member of the Danish Actors' Association can get a ticket for his or her personal use to theatres belonging to members of the Association of Theatre Managers against payment of the free ticket fee specified by the theatre.

Tickets cannot be booked in advance, but can be collected 30 minutes prior to the beginning of the performance on the production of a membership card."

This provision does not apply to touring with Folketeatret.

CLAUSE 33. 15% PENSION SCHEME

(1)

A pension scheme is instituted for employees who:

- have employment amounting to at least 1/3 of a weekly fulltime employment, and
- are not entitled to pension from the state, counties or local authorities.

(2)

The pension scheme comes into effect from the 1st of the month in which all of the requirements listed in sub-clause 1 above has been met during the entire month.

(3)

The total pension contribution amounts to 15% of the pensionable salary, of which 10% is paid by the theatre and 5% is paid by the employee. This must be outlined in the wage specification.

(4)

Pension contributions cannot be paid on the basis of what corresponds to more than 1 scale of fees.

With regard to employees who have 2 different and coinciding engagements (double engagement) at two of the theatres listed in clause 14 above, the following provisions thus apply:

- Where the employee receives full salary from one of the theatres and 1/2 salary from the other theatre, pension contributions are paid of 2/3 and 1/3 of the scale of fees, respectively.
- Where the employee receives 3/4 of the salary from each theatre, each theatre pays pension contributions of 1/2 of the scale of fees.
- Where the employee receives 3/4 of the salary from one of the theatres and less than 3/4 of the salary from the other theatre, each theatre pays pension contributions proportionally so that the total pension contributions are paid on the basis of what corresponds to no more than 1 scale of fees.

Employees are obliged to notify the places of work in case of double engagement.

(5)

The theatre pays the pension contribution to the PFA pension fund.

CLAUSE 34. CHILD'S SICKNESS

(1)

The theatre may grant the employee full or partial leave on a child's first and second sick day provided that:

- the child's condition necessitates this,
- the conditions at the place of employment (the theatre) allows this,
- the child is under 18 years of age, and
- the child is at home.

(2)

During the leave, the employee receives a salary equal to the salary he or she would have received during absence due to illness. However, certain fixed foreseeable special benefits are

not included in the basis of calculation of salary in case of such absence, cf. the circular of the Ministry of Finance of 1 December 2003.

(3)

In case of abuse, the theatre may withdraw the permission to leave in accordance with sub-clause 1 above for the individual employee.

CLAUSE 35. HOLIDAY AND HOLIDAY PAY

(1)

It has been agreed that the employees are covered by the current Holiday Agreement for state employees between the Ministry of Finance and the Danish Central Federation of State Employees' Organisations.

(2)

As of the qualifying year of 2008, the holiday pay percentage has been increased to 13%.

CLAUSE 36. SUPPLEMENTARY CONDITIONS WITH REGARD TO TOURING WITH FOLKETEATRET

(1) Open rehearsals, guided tours, etc.

Open rehearsals must be incorporated into the production plan and approved at the first production meeting between the director and the representative of the performers in the play. Guided tours etc. that affect the work of the performers must be approved at the weekly production meeting between the director and the representative of the performers in the play or the shop steward.

(2) Travelling

On performance days, the total rehearsal and travel time may not exceed 4 hours, or 5 hours in case of travelling across the Great Belt or the Baltic Sea.

If unavoidable planning necessitates travel time in excess of the limitations specified above, this must be discussed with the shop steward. If the travel time thus substantially exceeds the normal daily working hours, supplementary payment must be agreed upon.

Unless otherwise agreed, travelling must not take place on days with 2 performances.

In case of 2 or more consecutive waiting days, the employee is entitled to transport home. The transport time is not included in the travel time specified above. Rather, the travel time is calculated as the travel time between the performance venues.

Travelling must not be commenced before 11 a.m. unless either performance or public transport schedules necessitate this.

If the travel time between the performance venue and the theatre's home venue does not exceed 1½ hour, the employee is entitled to transport home. Travelling must be commenced no later than 30 minutes after curtain call.

Travelling may only take place at night, i.e. wholly or partly between 1 and 7 a.m., if the employees through the shop steward consent to this. Exempt from this provision is travelling by sleeping car or ship with berth accommodation.

If the spare time between arrival and performance exceeds 3 hours, the employee must be offered a suitable resting room. If the spare time exceeds 4 hours, the employee must be offered a private room. Special agreements must be made with regard to double performances.

(3) Transport

The employee is entitled to travel by car, bus, train or ship. By agreement with the theatre, the employee may travel on first class. When travelling by plane, the employee is only entitled to travel on tourist class. The employee cannot be required to drive.

(4) Board and lodging

All costs associated with touring with the theatre are borne by the theatre.

The employee is entitled to receive subsistence allowance corresponding as a minimum to the subsistence allowance received by travelling state-employed civil servants.

A daily allowance of DKK 275 is paid for non-overnight stays, with regard which to the provisions on subsistence allowance do not apply, cf. the rules on non-overnight stays of the Danish state.

If the employee so wishes, the theatre is obliged to provide hotel accommodation during tours.

CLAUSE 37. OTHER CONDITIONS OF EMPLOYMENT FOR EMPLOYEES ON A MONTHLY SALARY

It is specified in appendix 4 which of the of the Employee Administration Guidelines of the Association of County Councils in Denmark remain in force after 1 April 2011 (in the wording of the guidelines as of 31 March 2008) and which of these supplementary guidelines have either been deleted or replaced by state agreements and circulars.

CLAUSE 38. LOCAL AGREEMENT

Exemption from clauses 6, 9, 17, 24, 25, 26, and 27 may be given by a local agreement between representatives from the Danish Actors' Association and the management of the theatre.

CLAUSE 39. LOCAL DISAGREEMENT

Before a case concerning local dispute on the understanding or application of the present Agreement and its appendices is referred to mediation, cf. clause 7 of the main agreement, a local meeting must be held between representatives of the theatre and the Danish Actors' Association, respectively.

By request from one of the parties, minutes of the meeting containing the following points must be taken:

- a precise description of what the dispute concerns
- the names of the participants

- time and place of the meeting
- the position of the parties to the dispute
- the signatures of the parties

Decisions which contradict the provisions of the present Agreement cannot be reached locally.

CLAUSE 40. APPLICATION, TERMINATION, ETC.

(1)

Where nothing else is stated, the present Agreement takes effect from 1 April 2013.

(2)

The Agreement can be terminated by either of the parties in writing at 3 months' notice with effect from a 31 March; however, no earlier than 31 March 2015.

(3)

From the time when a termination of the Agreement comes into effect to the time when a new agreement is entered into, employees are entitled to payment in accordance with the current payment applicable to state-employed civil servants on the last day when the Agreement is valid.

The Agreement has been signed by Katja Holm (the Danish Actors' Association), Susanne Weihe Dam (the Copenhagen Theatre Cooperation), Kasper Wilton (Folketeatret) and Steen Pade (the Joint Negotiation Committee) in Copenhagen on 13 December 2013.

APPENDIX 1: PRELIMINARY AGREEMENT/INQUIRY ON THEATRE ENGAGEMENTS

_____20_____

Dear _____

In regard to our conversation on _____ (date), I wish to summarise the following points:

The production in question is:

The production is to be performed in the following period: _____

We discussed the following roles:

The theatre pointed out the following circumstances, which must be clarified before a contract of engagement can be entered into:

The performer made the theatre aware of the following circumstances on his or her part:

A contract of engagement must be entered into no later than: _____ (date)
Otherwise, both the theatre and the performer will be released from the present preliminary agreement. However, a new preliminary agreement may also be entered into.

If the working conditions differ markedly from those under which the performer usually works (e.g. in relation to performance days, performance hours, payment, special demands of the role, etc.), the theatre will contact the performer to make sure that there is a basis for cooperation as soon as possible and no later than _____ (date)

Sincerely,

(the performer/the theatre)

APPENDIX 2: MINIMUM CONTRACT

All elements of the below minimum contract must be included in all contracts of engagement between the theatres covered by the present Agreement and actors, dancers and opera singers. As long as all elements of the minimum contract are included, the order and the layout of the contract may vary and the theatre is e.g. free to use its own stationary. In addition, further provisions relevant to the employment in question may be added.

Minimum Contract for actors, dancers and opera singers engaged at Folketeatret and theatres belonging to the Copenhagen Theatre Cooperation

The engagement is covered by the current Agreement between the Joint Negotiation Committee and the Danish Actors' Association. However, the performer is obliged to comply with the deviations from the Agreement agreed on locally by the individual theatre/the Joint Negotiation Committee and the Danish Actors' Association/the shop steward. Moreover, the performer is obliged to comply with the general rules applicable to the staff at the individual theatre.

Hereby, _____ (name)

is engaged as actor/dancer/singer at _____ (theatre)

PLACE OF EMPLOYMENT

Address of the theatre: _____

Stage(s): _____

With regard to engagement for planned understudying, swing, dance captain or ensemble work, this must be specified under "special agreements" below.

Understudying for the following role(s) has been agreed:

For this the performer receives payment amounting to DKK _____, cf. clause 27 (2) of the Agreement.

THE PRODUCTION

Name of the production:

The production is expected to première on _____ (date)

Name of the role(s):

PERIOD OF ENGAGEMENT

Engagement in accordance with clause 4.

Engagement period: from _____ (date) until _____ (date)

with right to prolongation until _____ (date), cf. clause 9.

PAYMENT ETC.

The performer is to receive payment in accordance with the _____ scale of fees of the wage system of the Danish state, cf. clause 10, corresponding to DKK _____ as of _____ (date)

Possible individual supplements, cf. clause 11, DKK _____

Possible special supplements, DKK _____

Salary is paid at the end of each month and must be transferred to the performer's bank account on the last banking day of the month in question:

Sort code: _____ Account number: _____

The performer is entitled to receive holiday pay and pension, cf. clauses 33 and 35 of the Agreement.

WEEKLY DAY OFF

The weekly day off is placed on Sundays during the rehearsal period and _____ during the performance period.

The weekly day off may be rescheduled, cf. clause 6 (4).

PERFORMANCE SCHEDULE

The production is played at _____ on the following days:

The production is played at _____ on Saturdays and _____ on Sundays.

The performer must be notified of any changes in the performance schedule in due time, cf. clause 6 (3).

SPECIAL AGREEMENTS

On signing the contract of engagement, the performer has not entered into any binding agreement on simultaneous engagement at another theatre, cf. clause 14. Otherwise, the following information must be submitted to the theatre:

The engagements coincide in the period from _____ (date) to _____
(date) and the other engagement is at _____
(theatre/place of employment).

It should be noted that engagement outside the theatre in the period of engagement must be approved by the theatre, cf. clause 7 of the Agreement.

Neither of the parties can terminate the engagement, which thus automatically ends on the expiry of the specified period of engagement, unless notice of prolongation has been given in accordance with clause 9.

The contract of engagement must be signed and returned to the theatre no later than:

_____ (date)

_____ (place), _____ (date)

(the theatre)

(the performer)

APPENDIX 3: VIDEOTAPING

The parties agree that ordinary audio and video recording of rehearsals/performances is allowed for internal use.

This means:

- that audio and video recordings cannot be assigned or made available to others, neither through sale, lending, or rental.
- that a maximum of 5 copies can be made in accordance with clause 17. No copies can be made – neither of entire rehearsals/performances, nor of cuts – for performers or employees of the theatre.
- that recordings can only be used for:
 - archives and theatre historical research,
 - internal use at the theatre in connection with snap understudying,
 - the homework of the director,
 - restaging or rehearsing of the play at the same theatre or at another theatre with the same director (and choreographer). The recordings may not be used directly or in connection with actual rehearsals.

If, at a later point in time, national archives for the storing of such recordings are established, the recordings, or possibly copies of these, must be transferred to such archives.

APPENDIX 4: SUPPLEMENTARY AGREEMENTS ON PAYMENT AND WORKING CONDITIONS FOR EMPLOYEES ON A MONTHLY SALARY

The Copenhagen Theatre Cooperation and Folketeatret.

It is specified in appendix 5 which of the of the Employee Administration Guidelines of the Association of County Councils in Denmark remain in force after 1 April 2011 (in the wording of the guidelines as of 31 March 2008) and which of these supplementary guidelines have either been deleted or replaced by state agreements and circulars.

Guideline no. (as of 31 March 2008):	Guideline name:	Supplementary state agreements between the Ministry of Finance and the Danish Central Federation of State Employees' Organisations replacing the guidelines as of 1 April 2008:	Comments:
11.21.1	Letters of employment	Circular no. 62 of 14 June 2002 on letters of employment. Agreement of 29 May 2002 between the Ministry of Finance and the Danish Central Federation of State Employees' Organisations.	Guideline expired on 1 April 2008.
21.03.1	Payment rates	The Agreement on Adjustment of Salaries. Circular no. 169 of 25 November 1997 on basic amounts.	Guideline expired on 1 April 2008.
11.12.1	Calculation of payment/payment deduction	Circular no. 6300 of 24 May 1985.	Guideline expired on 1 April 2008.
11.18.1	Decentralised payment		Still applies, but it is discussed in the period what will apply in the future. It should be noted that no funds were allocated for decentralised payment in connection with renewal of the collective agreement in 2008.
11.14.1	Performance-related pay		Still applies, but it is discussed in the period what will apply in the future. It should be noted that no funds were allocated for performance-related

			pay in connection with renewal of the collective agreement in 2008.
11.05.0	Scheduling of working hours	Agreement of 18 July 2003 between the Ministry of Finance and the Danish Central Federation of State Employees' Organisations on implementation of the working time directive. Circular no. 91 of 18 July 2003.	Guideline expired on 1 April 2008.
11.28.1	Part time work	Agreement of 2 September 1999 between on this the Ministry of Finance and the Danish Central Federation of State Employees' Organisations on implementation on the part time work directive. Circular no. 134 of 2 September 1999.	Guideline expired on 1 April 2008.
11.27.1	Fixed-term work	Law no. 370 of 28 May 3003 on fixed-term work as well as current agreements between on this the Ministry of Finance and the Danish Central Federation of State Employees' Organisations.	Guideline expired on 1 April 2008.
11.04.1	Holiday	Holiday Agreement of 9 November 2005. Circular on the Holiday Agreement of 11 November 2005 and the Holiday Guideline. As of the qualifying year of 2008, holiday supplement amounts to 2% and holiday pay to 13%.	Guideline expired on 1 April 2008.
11.30.1	Unpaid leave	Notice no. 518 of 3 July 1991 on the right to unpaid leave for certain defined purposes.	Guideline expired on 1 April 2008.
11.09.2	Chapter 9 of the agreement on absence due to family-related causes	Clauses 1-8 in the agreement of 12 June 2007 between the Ministry of Finance and the Danish Central Federation of State Employees' Organisations on absence due to family-related causes.	Guideline expired on 1 April 2008.
11.22.1	Senior policy		Still applies.
21.14.1	Travel allowance	Current agreement between the Ministry of Finance and the Danish Central Federation	Guideline expired on 1 April 2008.

		of State Employees' Organisations on travelling for state-employed civil servants.	
11.16.2	Competence development		Still applies, but it is discussed in the period what will apply in the future as the theatres do not have access to the available national third-party funds.
11.08.1	Social chapter	Circular no. 25022 of 14 June 1997 with possible changes following renewal of the collective agreement in 2008.	Guideline expired on 1 April 2008.
11.06.1	Cooperation board and shop stewards	Circular no. 08-323-9 of 30 September 2008 on state-employed shop stewards etc. Circular no. 08-711-5 of 8 May 2008 on the agreement on cooperation and cooperation boards in state-owned companies and institutions.	Guideline expired on 1 April 2008. However, the parties intend to reach practical solutions if national agreements on e.g. appointment of shop stewards pose practical problems at the theatres.