

AGREEMENT
between
TIVOLI
and
THE DANISH ACTORS' ASSOCIATION
on
the engagement of actors and dancers in
Tivoli A/S
1 March 2017 – 1 March 2020
(3-year agreement)

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AGREEMENT
between
TIVOLI
and
THE DANISH ACTORS' ASSOCIATION

AREA OF THE AGREEMENT:

Clause 1.

The Agreement covers actors and dancers employed at Tivoli A/S. If opera singers are employed in connection with Tivoli's theatre productions, they will be covered by the Agreement as well.

ENGAGEMENT AND CONTRACT:

Clause 2.

The approved contract form, which is to be used whenever an actor, opera singer, or ballet dancer is engaged, is to be signed by both parties in 3 copies before the commencement of the engagement. Two of the copies are handed over to the employee together with this Agreement.

2.1.

The engagement can take one of the following forms:

- a. Continuous engagement. The engagement continuous until terminated by either of the parties. Continuous engagement may be entered into with effect from April 1 2007 at the earliest.
- b. Seasonal engagement. The engagement in the summer season has to be for a period of at least 5 months.
- c. Engagement for special performances. In regard to guest performances, restagings, Christmas performances, and the like, engagement may be entered into for a period of at least one month. The same applies in regard to understudying.
- d. Ad hoc engagement to specific performances. Ad hoc engagement applies to:
 - Temporary engagements with stage duty once a week on average.
 - Short-term restagings in connection with tours or guest performances of less than one month's duration.
 -
- e. Tivoli's own productions. For engagement for Tivoli's own productions of full evening performances the engagement period is at least 75 days.

Clause 3.

3.1.

Continuous engagement: The engagement may be terminated by either of the parties with a notice as specified in Clause 2 the Employers' and Salaried Employees' Act. Notice of termination cannot be given before the employee has started the engagement. Clause 2.5 of the Employers' and Salaried Employees' Act do not apply to this Agreement.

3.2.

Seasonal engagement: In regard to seasonal engagement, the engagement period specified in the contract is binding on both the parties. If either party grossly violates the terms specified in this Agreement, the other party is entitled to terminate the contract of engagement without notice or to any specified time.

3.3.

A notice of one month to the end of a month has been agreed on if the employee within a period of 12 consecutive months has been sick for a total of 120 days.

Clause 4.

4.1.

The employee is obliged to:

- perform as dancer or actor in pantomimes, ballets, or other theatre productions produced by Tivoli either as sole producer or co-producer. The engagement covers performances at Tivoli's stages and the Royal Theatre as well as touring.
- be available for marketing jobs and special events – arranged by Tivoli – against the payment of a daily salary.

4.2.

The employee is not obliged to:

- take on work without his or her professional field (eg work as an extra).

4.3.

Tivoli is obliged to:

- notify those dancers/actors who are offered reengagement/prolonged engagement of this at least 3 months prior to the commencement of the engagement.
- notify those dancers/actors who are offered engagement in the Winter season of this no later than April 1 prior to the Winter season, if at all possible.

4.4.

Tivoli is entitled to:

- make individual agreements with the employees concerning work that extends the area of the engagement, such as soloist performances before or after ordinary theatre work or work that does not include stage performance. However, entering into such individual arrangements cannot be made a condition for engagement in accordance with this Agreement.
- prolong the engagement period with a maximum of 15 days. Written notice of the prolongation must be the employee at hand no later than 30 days prior to the termination of the engagement.

Clause 5.

The performer is entitled, without the consent of Tivoli, to take on engagements outside working at the theatre, if such engagement is of no inconvenience or competition to the theatre

Clause 6.

6.1.

The employee may not disclose the plans, repertoire, or engagement conditions of the theatre without the consent of Tivoli.

6.2.

The employee may not, without the consent of the management, admit or bring unauthorized persons into the theatre building.

6.3.

At the beginning of the season, Tivoli gives the employee a list of the planned repertoire, and advertises the employee in case of changes to this.

Clause 7.

7.1.

The employee is obliged to attend all performances scheduled by the management. However, the employee is not obliged to perform stage duty more than 6 times a week without additional payment in the form of daily salaries.

Stage duty is defined as follows:

- In regard to performances at the Pantomime Theatre, stage duty is defined as a maximum of two performances within a 3- hour period.
- In regard to performances outside the Pantomime Theatre, stage duty is defined as performances within a 3-hour period.

7.2.

The theatre has obligations towards the employee until the termination of the engagement, also in case of replacement of the manager. Likewise, if the management is replaced, the employee still has obligations towards the theatre, unless his or her artistic conditions are considerably impaired.

ATTENDANCE AT THE THEATRE

CLAUSE 8.

8.1.

The employee must be present at the theatre no later than 30 minutes before the commencement of the performance/act in which he or she is to perform.

No performer may leave the theatre during a performance between his or her appearances – regardless of the length of the interval – without the consent of the management.

8.2.

The management of the theatre must notify the employee of any changes in the day's performance two hours before the performance at the latest; however, no later than 4 p.m. Notice can be given via phone, email, SMS, or any other means of communication agreed with the management of the theatre. No later than 4 p.m. before a performance, the employee must confirm receipt of the notification of change to the management of the theatre.

The employee must keep the management of the theatre informed of his or her phone number, email address, or other means of communication by which he or she can be reached, as well as of any changes to this.

If the employee is not to participate in a given performance according to the repertoire, and has not had any message to the otherwise 2 hours before to the first performance at the latest, he or she is entitled to make plans of his or her own.

8.3.

On performance and rehearsal days, the employee may not, without the consent of the management, make any journeys or trips that might prevent him or her from being present half an hour before the commencement of the performance at the latest. If the employee stays at a different address than the permanent address given to the theatre, the management must be informed of his or her whereabouts.

8.4.

The performer is entitled to one, fixed, weekly day off. The weekly day off may be changed with a notice of 3 weeks. However, it is a condition that the provisions of the Health and Safety at Work Act concerning a weekly day off are adhered to. If 3 weeks notice are not given, a supplementary payment of 50% of the daily salary must be paid.

For work on Whit Monday, a supplementary payment of 1/25 of the agreed monthly salary is paid.

REHEARSALS

Clause 9.

9.1.

The employee is obliged to attend any rehearsal scheduled by the management. When the bell is sounded, announcing the beginning of an act, everyone must be present and enter the stage in due time.

9.2.

No performer may leave a rehearsal without consent from the person who leads it. If the person who is to lead a rehearsal has not shown up 15 minutes after the scheduled rehearsal time at the latest, the performers may consider the rehearsal cancelled.

9.3.

On Sundays and Public Holidays and days off, where a performance is to be held, no rehearsals may be placed except in the case of sudden illness. In case of sudden illness, rehearsals may be held 45 minutes prior to the performance without releasing special payment. Moreover, June 5 is exempt from rehearsals if at all possible.

9.4.

One week each in the period from June 1 to August 31 is exempt from rehearsals. The time of this must be announced with at least 4 weeks' notice. In case of sudden illness, rehearsals may be held 45 minutes prior to the performance without releasing special payment.

Clause 10.

10.1.

Working time:

The average weekly working time is 37 hours. Working time is defined as: rehearsals, stage duties, tours, meetings, and breaks.

A working day can be divided into no more than two sessions.

10.2.

Rehearsals, breaks, training, costumes, photographs

- *Rehearsals on days when the employee does not participate in any performance:*
The average rehearsal time is placed from Monday to Saturday between 11.30 p.m. and 6 p.m. and between 7 and 11 p.m.
The time before 11 a.m. is reserved for the employee's daily training.
- *Rehearsals on days when the employee participates in performances:*
The rehearsal time for performers is 11.30 a.m. to 3 p.m.
For new productions the rehearsals can be placed between 10 am and 3 pm at the outdoor scenes of the Pantomime. There is a maximum of 8 of these rehearsals in a summer season. The theatre management intent to announce the time of the rehearsals for these rehearsals by the beginning of the season – minimum 30 days before the rehearsal. If the theatre needs more than 8 rehearsals exemptions can be made after agreement with the Danish Actors' Association.

However, the total rehearsal time may not exceed 3.5 hours.

The total daily working time may not exceed 6.5 hours.

There must be a break of at least 3 hours and 45 minutes between the end of the day rehearsal and the beginning of the evening rehearsal or performance.

In regard to rehearsals and performances at the Royal Theatre, the provisions of the Royal Theatre concerning this for each art form must be adhered to.

- *Generally concerning breaks:*
The employee is entitled to a 30-minutes lunch break after 2 hours of rehearsing and furthermore a 15-minutes break after every 2 hours of rehearsing. It must be emphasized that these breaks are not to be used for making up.
- *Training:*
It is a condition that the employee keeps in such physical shape as is necessary to meet the artistic demands that he or she may reasonably be expected to meet.
On days when training is scheduled within the agreed rehearsal time, training is considered rehearsing.
However, time spent on voluntary training schools, warming up, make-up, and getting dressed is not included in the rehearsal time.
- *Costumes, photographing, etc.:*
A dancer is obliged to meet for trying on costumes on the scheduled time. Trying on costumes, photographing (including press photographing), and adjustments must be placed within the ordinary working time.

REPERTOIRE, ROLE, AND REHEARSAL LISTS

Clause 11.

11.1.

The repertoire must be planned for a minimum of 14 days at a time, and at least 14 days' notice must be given.

Notice of the role list of a performance must be given 1 week before the first rehearsal day at the latest. Changes to the role list can be made within the first 8 rehearsal days.

11.2.

If at all possible, notice of rehearsal lists for the following week must be given no later than 3 p.m. on Thursday; however, notice of the final rehearsal lists for Thursday, Friday, and Saturday can be given on Tuesday at the latest.

11.3.

Changes to the repertoire and rehearsal lists after notice have been given may be made in case of sudden illness or other unpredictable obstacles.

11.4.

Where no special payment has been negotiated, changes to the role list can be made through agreement with each individual dancer or actor with at least 3 days' notice.

PAYMENT

Clause 12.

12.1.

Dancers/actors employed in accordance with clause 2.1 (a, b, or c) are paid as follows:

Age:	Step on the wage scale of the Danish state plus local allowance rate VI:
16-18 years – trainee	4 (in the relation 1:7)
19-24 years	22
25-27 years	24
28-30 years	26
31-33 years	28
34-36 years	30
37-39 years	32
40-42 years	34
43 years or older	36

12.2.

Dancers/actors employed in accordance with clause 2.1 (d) are paid a daily salary per stage duty. In the rehearsal period, the daily salary amounts to 1/30 of the monthly salary including supplements, cf. clause 12.3 below, to which the employee would have been entitled had he or she been employed on an average of 37 hours per week. After the rehearsal period, a performance payment of DKK 1,525 per performance is paid. As of 1 March 2011, the performance payment is adjusted to DKK 1,550 per performance.

In regard to productions for Tivoli's external customers, a performance payment of at least DKK 1,575 per performance is paid. As of 1 March 2015, the payment due is adjusted to DKK 1,600 per performance and as of 1 March 2016, the payment due is adjusted to DKK 1,625 per performance. Tivoli will provide a contract per engagement to the employee to sign which regulate the terms for accommodation, transportation etc..

12.3.

A supplement is paid to each employee amounting to 10% of the step on the wage scale of the Danish state.

The supplement, which is paid at the end of each month, covers:

- Tivoli's pension contribution
- Payment for flexible working time arrangement, including the possibility of staging matinees
- The possibility to arrange the rehearsing of new roles after notice of the role list has been given

12.4.

In regard to performers already employed at the time when the present Agreement comes into effect, the changes in clause 12.1-3 can mean no reduction of their wages.

Clause 13.

13.1.

If the total performance time for the 2 evening performances exceeds 3 hours, the employee is to be paid a supplement of 1/130 of the agreed monthly salary per hour commenced.

13.2.

If a rehearsal or a performance ends too late for ordinary public transport to be used, the theatre is to pay for the employee's transport home.

Clause 14.

14.1.

In case of understudying due to illness or the like, the performer is to be paid a one-off payment per role per season of minimum:

- 1/15 of step 22 of the wage scale for minor roles/parts
- 1/10 of step 22 of the wage scale for medium roles/parts
- 1/7 of step 22 of the wage scale for major roles/parts

The payment for understudying is to be paid with the next salary after the understudying has taken place. In regard to understudying for very minor roles/parts and corps de ballet work, no payment is due. The performer is not obliged to take on understudying, unless otherwise agreed.

Clause 15.

The 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. When the engagement ends, the salary is paid as described above.

ADDITIONAL HOLIDAYS

Clause 16.

Employees covered by the present agreement earns the right to 1 additional holiday per 335 hours worked. A maximum of 2 additional holidays can be held each season.

The following applies to the right to hold additional holidays:

- The placement of additional holidays must be agreed between the employee and the management of the theatre.
- The additional holidays must be held as complete days within the holiday year
- Compensation for additional holidays is awarded like in the case of illness – in relation to the employee's working day at the theatre
- The additional holidays are placed according to the same rules as residual holiday, cf. the provisions of the Holiday With Pay Act.
- If the additional holidays are not held before the end of the holiday year, the employees who are on continuous contracts will be awarded compensation corresponding to payment during illness for each additional holiday that has not been held, and the compensation will be paid with the next due payment of salary. In regard to employees who are on temporary contracts, the compensation for additional holidays that have not been held will be paid at the end of the summer season.

HOLIDAY

Clause 17.

17.1.

The employees are entitled to holiday with pay in accordance with the provisions of the Holiday With Pay Act; however, holiday can only be held after three months of uninterrupted employment, and no more than 2 days' holiday can be held within Tivoli's summer season.

17.2.

In the summer season, the 2 days' holiday can be placed in connection with the employee's weekly day off. Notice of the holiday must be given as early as possible, and no later than 1 month before the holiday.

ILLNESS AND PREGNANCY

Clause 18.

18.1.

In case of illness or work-related injury, the provisions of the current Act on Sickness and Maternity Benefits apply, with the following modifications.

18.2.

Employees on temporary contracts:

In case of illness during the employment, daily benefits are paid in accordance with the Sickness Benefits Act; however, for each month the performer has been employed, he or she is entitled receive full salary in 10 days during illness, not, however, after the end of the employment.

18.3.

Employees on continuous contracts:

Full salary is paid during illness.

18.4.

Pregnancy and maternity leave:

In regard to pregnancy, the same provisions apply as in regard to illness from the time when the employee is no longer found fit for duty; however, from 4 weeks before to 24 weeks after giving birth, the employee is entitled to receive full salary, not, however, after the end of the employment. It is a condition that Tivoli receives daily benefit reimbursement from the municipality to which the employee belongs.

COSTUMES ETC.

Clause 19.

All costumes, wigs, and shoes necessary for the performance are provided by the theatre. Shoes for daily training and rehearsals are provided by the theatre. During rehearsals, the employee uses his or her own clothes without any special payment for this. At performances, the employee is to meet on stage wearing the make-up and costume decided at the dress rehearsal. Deviation is only allowed with the consent of the director. The employee must check that the costume in which he or she is to perform is to be found in the dressing room, and that it is in perfect condition, in time for any defects to be mended.

Clause 20.

20.1.

The employee is responsible for the costumes, requisites, etc. supplied by the theatre, and is to return them after use in the same condition as he or she received it, wear and tear excepted.

20.2.

The employee has a right to a proper and hygienic dressing room. Moreover, the employee has a right to have his or her valuables kept in a lockable closet as well as to have a dressing table with a lockable drawer.

20.3.

When the theatre is guested by other ensembles, the employee is obliged to clear the dressing room in due time, locking closets and drawers.

PRESS RELATIONS

Clause 21.

21.1.

Rehearsals or performances, or excerpts from these, may only be transferred to film, video, or other media that make possible any kind of mechanical reproduction if a written agreement to this has been made.

Such agreements are made through the shop steward, and must specify that the producer is obliged to get the consent of the performers through individual contracts.

Live or delayed TV broadcasts of the theatre's performances may only take place if a special agreement to this has been made with the Danish Actors' Association.

21.2.

However, short excerpts from performances may be used in documentaries on the theatre or on Tivoli in general, on TV or on the radio. The performer receives no special payment for such excerpts. The shop steward is notified prior to the recording.

PROVISIONS ON TOURING

Clause 22.

22.1.

Touring is defined as performances and concerts produced by Tivoli/the Pantomime Theatre (DKT) and sold to theatre associations, music halls, etc.

22.2.

The employee is obliged to perform on a certain number of performance days per season during tours without receiving special payment. If the employee participates in more than 30 performances, a daily salary per performance day must be paid.

22.3.

The employee is entitled to one weekly day off, scheduled by the manager of the theatre. If this is withdrawn, it must be replaced with another day off as soon as possible, and a supplement of 1/60 of a monthly salary must be paid.

22.4.

Notice of planned tours must be given 6 weeks prior to the tour.

In regard to prolonged tours, 3 months' notice must be given if possible.

Notice of the preliminary list of performers must be given at the same time as the notice of the tour, that is, no later than 6 weeks or 3 months prior to the tour, respectively.

Notice of the final touring plan and list of performers must be given 2 weeks before the tour at the latest; however, in regard to tours abroad, notice must be given a month before the tour.

In case of illness, shorter notice can be given.

22.5.

No rehearsals can be held at the theatre on the day of departure. Usually, holidays, Public Holidays, and days off are exempt from travelling. If a Public Holiday or day off is used for travelling, compensation is awarded in accordance with the following:

If the time of return is later than noon on a Public Holiday or a day off, the following day is exempt from rehearsals.

If the time of return is later than half past midnight following a Public Holiday or a day off, this day is exempt from rehearsals and/or matinees.

22.6.

On the day of return, a performer who is to participate in an evening performance must arrive no later than 5 hours before the beginning of the performance if the journey has lasted more than 2½ hours.

22.7.

If the time of return is too late for ordinary public transport to be used, the theatre is to pay for the employee's transport home.

22.8.

No performer is obliged to participate in a tour of more than 5 consecutive performance weeks, including travelling time to and from the theatre.

22.9,

Tivoli/the Pantomime Theatre must provide board and transport. In addition to this, compensation must be awarded in accordance with the rules and rates of clause 27 of the current Agreement on Official Journeys of the Danish state.

22.10.

In regard to travelling overseas, the day of return is free of duty.

In regards to travelling within Denmark, no more than 1 hour of travelling between 1 and 7 p.m. is normally allowed.

22.11.

The above provisions may be deviated from in case of delays on which the theatre has no influence.

22.12.

Orientation rehearsals may be held in the time from ½ hour after arrival to the beginning of the performance. The rehearsals can be of no more than 1½ hours' duration.

FORCE MAJEURE

Clause 23.

If the theatre has to close down due to a general lockout or strike or a similar, nationwide, force majeure situation or due to such resolutions issued by public authorities that put an end to public performances in general (theatre, cinema, and variety performances), the employee's salary is discontinued for the time when the theatre's work is suspended. When the employee in such cases has lost 7 days' salary, he or she is entitled to declare him- or herself free of the engagement.

THE COMING INTO EFFECT AND APPLICATION OF THE AGREEMENT

Clause 24.

Any doubts relating to the understanding of the Agreement may be referred to arbitration by the parties. If an agreement to this is made, each party must appoint an arbitrator within 7 days after the agreement to arbitration has been made. The other party is to be notified of the chosen arbitrator by registered letter.

The arbitrators jointly appoint an umpire. If they fail to agree on an umpire, the umpire is to be appointed by the Danish Labour Court. The umpire lays down the exact rules for the arbitration procedure. The decision of the arbitration board must be made no later than 30 days after the agreement to arbitration has been made. If this has not happened, despite the agreement to arbitration, either of the parties may bring the case to court. In other respects, the decision of the

arbitration board is final.

Clause 25.

Unless otherwise specified within the above provisions, no deviation from the provisions of this Agreement may take place.

Clause 26.

The present Agreement, together with ordinary contract rules, applies to all agreements on engagement of actors, opera singers, and ballet dancers at the Pantomime Theatre. The Agreement comes into effect from the moment it has been signed and prevails until terminated by one of the parties, with 3 months' notice, with effect from a 1 March; however, no earlier than from 1 March 2020.

This Agreement has been signed by Tivoli A/S and the Danish Actors' Association.

PROTOCOLS

PROTOCOL 1 on provision for injuries

Tivoli sets DKK 5,000 aside per season to be used at the discretion of the artistic management to assist actors and dancers who as a consequence of injuries sustained while working at the Pantomime Theatre have received a medical order or referral to physical or physiotherapeutic treatment.

A prerequisite for using these funds is that the actor or dancer in question cannot get the expenses for treatment covered through any other means, e.g. insurance, and that the treatment is deemed necessary for the actor or dancer to be able to resume work at the Pantomime Theatre as soon as possible.

PROTOCOL 2 on employment procedures

The Danish Actors' Association and Tivoli A/S have agreed on the following provisions on employment of actors and dancers for the Pantomime Theatre in Tivoli:

1. Approximately on 15 November, contracts must be sent to those dancers and actors that Tivoli for certain wishes to employ for work at the Pantomime Theatre the following Tivoli season.
2. In order for the actor/dancer to be guaranteed employment, the signed contract must be returned to Tivoli no more than 2 weeks later. Subsequently, Tivoli returns the countersigned contract to the dancer/actor.
3. Mid-December, Tivoli holds an audition for dancers who have not been employed at the Pantomime Theatre earlier. Dancers who have not received a contract as specified in provision 2 above may participate in this audition.
4. If a sufficient number of qualified dancers cannot be found through re-employments and audition, Tivoli may try to fill the vacancies with foreign dancers.
5. This protocol can be terminated with the Agreement.

PROTOCOL 3 on video recordings

The Danish Actors' Association and Tivoli A/S have agreed that performances at the Pantomime Theatre may be recorded on video on the following provisions:

1. The purpose of the recordings must be to store the performances for internal use (research and archives) for the management of the Pantomime Theatre.
2. The recordings must be made using one camera only, which must be fixed in a position where the entire stage is in view without the use of close-up shots (zoom) and with the usual stage lighting.
3. The video recordings must not be played in public, nor in associations, institutions, or similar places, but may alone be used for archives and research, cf. provision 1 above.

4. The video recordings may not be transferred to a third party, neither through sale, loan, or rental.
5. No copies of the video recordings must be made, neither of the recordings in their entirety nor of excerpts, and the performers are not entitled to receive copies of the recordings.
6. The video recordings must be adequately stored by Tivoli in Tivoli, but may be used outside Tivoli by Tivoli's managing director or the Pantomime Theatre's artistic management.

These protocols have been signed by Tivoli A/S and the Danish Actors' Association.