

NATIONAL AGREEMENT

between

The Swedish Performing Arts Association, the Swedish Union for Performing Arts and Film and the Swedish University Graduate Unions (Akademikerförbunden) concerning employees at publicly funded theatre institutions

1 April 2023 – 31 March 2025

This is a translation from the Swedish Collective Agreement.

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COMMON PROVISIONS

1 Introductory provisions

1.1 Scope of the Agreement

This Agreement covers theatres and, where applicable, orchestra companies affiliated to the Swedish Performing Arts Association and staff categories represented by the Swedish Union for Performing Arts and Film (see Appendix 1 and Appendix 2) and the Swedish University Graduate Unions (see Appendices 1 and 2c).

At the request of a party, the Agreement will enter into force one month after such request.

1.2 Exceptions

The Agreement does not apply to employees under 18 years of age (dancers under 16 years of age).

The Agreement does not apply to employees in managerial or equivalent positions.

1.3 Union affiliation for company management, etc.

The company's CEO, CFO (administrative manager) and their deputies may belong to the Swedish Union for Performing Arts and Film/Swedish University Graduate Unions only as passive members. The same applies to the Human Resources Manager and the Secretary to the Theatre Manager/CFO/Human Resources Manager, if so requested by management.

1.4 Local agreements

Local agreements that are not compatible with the provisions of the Agreement must be approved by the central parties.

2 Employment

2.1 The employment relationship

2.1.1 General rules of conduct

The employer-employee relationship is based on mutual loyalty and trust.

To prevent victimisation in the workplace, employers must have a code of conduct and guidelines for intimate scenes.

2.1.2 Secondary occupation

Employees may, after notification, undertake other assignments outside their ordinary working hours. An employee may not, without the employer's permission, undertake an

assignment or a secondary occupation that adversely affects their position or unduly competes with the employer's activities.

During ordinary working hours, the employee may not leave the place of employment without permission.

2.1.3 Contract

An agreement regarding employment must be confirmed by a contract drawn up in accordance with the model contract.

2.1.4 Duties

The employee must be available during ordinary working hours for the activities carried out by the employer or in co-production with the employer and perform any duties that fall within the scope of their professional qualifications.

The employee agrees that the employer may make videos and recordings for the theatre's own performance activities and internal needs, as well as for the uses remunerated as per Appendix 7.

The employee is under an obligation to participate in performances (concerts) organised by the employer and broadcast on radio or television. For such participation, the employee is entitled to remuneration in accordance with the agreement made from time to time between the Swedish Union for Performing Arts and Film and the relevant broadcaster. The employee is also under an obligation to participate in performances and concerts organised by the employer and distributed and remunerated as per Appendix 7.

Decisions on co-production, live broadcasting or recording of all or a major part of a performance for broadcast/distribution on radio, television or electronic media must be handled in accordance with the rules set out in the parties' cooperation agreement. See Appendix 4.

2.1.5 Clothing and makeup

For stage use, the theatre provides the necessary accessories.

Dancers receive ballet shoes according to the rules in force.

The employer provides technical staff with protective clothing.

2.1.6 Certificate of health

Before one-year, long-term and permanent employment, the theatre may request a certificate of health, which is paid for by the theatre.

2.2 Termination of employment

2.2.1 Written form

Notice of termination, information, notification and notice under Clauses 11–13 must be in writing.

2.2.2 Notice period and notification of local employee organisation

See the rules for different professional categories and employment types in Clauses 11–13.

2.2.3 Force Majeure

If operations are suspended due to fire, explosion, epidemic, war, threat of war or other comparable circumstances beyond the employer's control, the employer has the right to terminate fixed-term employment contracts at two months' notice.

Permanent employees may have their contracts terminated at six months' notice under the above conditions.

3 Working hours and correspondence

3.1 Scope, etc.

3.1.1 Applicability of the working hours rules

With the exception of categories under Section 2 of the Swedish Working Hours Act (ATL), the Agreement applies to all employees.

Comment

The parties agree that 'work beyond the control of the employer' is performed, for example, by a director, choreographer, set designer, costume designer, etc.

The ATL rules apply to the following matters:

- a. Emergency overtime (Section 9 of ATL)
- b. The employer's obligation to keep records of overtime, etc. (Section 11 of ATL)
- c. Night work (Section 13 of ATL)
- d. Rest (Section 15 of ATL)
- e. Meal breaks (Section 16 of ATL)
- f. Breaks (Section 17 of ATL)

3.1.2 Local agreements – deviations

The employer and the local employee organisations must enter into a local collective agreement on working hours. Local agreements may deviate from the following provisions:

- a. 3.2 concerning the planning and scheduling of working hours
- b. 3.3 concerning ordinary working hours
- c. 3.6 concerning weekly rest

- d. 3.11 concerning tours

3.2 Planning and scheduling working hours

3.2.1 Planning working hours

The institution must have a cooperative working group made up of representatives of the local parties.

The group must carry out long-term, continuous working hours planning in the manner deemed most appropriate by the local parties, in accordance with the provisions of the current cooperation agreement. The intention is for cooperative working hours planning to enable employees to be more involved and give them greater predictability. This requires good advance planning and a planning horizon.

If the cooperative working group cannot agree on the planning, the following applies:

- a. The employer determines the times of the performance, concert, guest performance, final preparatory dress rehearsal and dress rehearsal (including piano dress rehearsal).
- b. The employer draws up a working hours schedule for each 4-week period (the limitation period) at least 14 days in advance (however, see the 3.6 comment). The schedule for the last two weeks of the period may be changed until the beginning of the period. Days off are valid as final planning. If any other change is made to the working hours schedule (within the ordinary working hours framework), a salary supplement per hour moved of SEK 157 will be paid from 1 April 2023 and SEK 162 from 1 April 2024.

Comment on b)

- 1. *The limitation period refers to locally agreed fixed periods.*
- 2. *For artistic staff, the working hours schedule will continue to include a general schedule of rehearsal and performance times.*
- 3. *In the case of split-day work for artistic staff, there should be a break of at least 3 hours between shifts, unless agreed otherwise locally.*

For the employee's obligation to read correspondence, see 3.12.

Comment

For tours, see 3.11.

3.2.2 Scheduling working hours

Working hours are between 07:00 and 23:00 or until the necessary finishing work after the end of the performance (for workshop staff 07:00 to 18:00). The parties agree that finishing work which cannot be interrupted at midnight without serious disturbance may continue after this time.

Christmas Eve, Christmas Day, Good Friday, Easter Sunday and 1 May (before 18:00) are days off. However, performances and concerts may be organised on Good Friday and Easter Sunday.

'Red days' in the calendar (except Sundays) and the days before public holidays (Easter Saturday, Whit Saturday, Midsummer Eve and New Year's Eve) should generally be non-working days. On such days, the obligation to work is only applicable to work connected with a performance or concert on the same day, or preparation for a premiere/guest performance, final preparatory dress rehearsal or dress rehearsal. Preparatory work for a premiere refers to preparatory work (including rehearsals and dress rehearsals) no earlier than 2 days before the day of the premiere.

For work on a day off/'red day', the hours are scheduled within ordinary working hours.

When scheduling working hours, both the needs of the organisation and the needs and wishes of the employees must be taken into account. Working hours must be scheduled in line with artistic objectives and requirements. The aim must be, as far as possible, to take into consideration the employees' ability to combine work with family and other social life. Consequently, every effort should therefore be made to ensure continuous leave/time off. The employees are entitled to have their wishes concerning the scheduling of their working hours taken into account by the employer. If the employees' wishes cannot be accommodated, the employer must state the reasons why this is not possible. An individual's wishes must also be weighed against the needs and wishes of other employees.

3.3 Ordinary working hours

3.3.1 Length of working hours

Ordinary working hours may not exceed 40 hours on average per week without public holidays over a limitation period of 4 weeks (38 hours for theatre technicians/technical theatre staff working shifts). Ordinary working hours may not exceed 10 hours per day, and may not exceed average working hours by more than 8 hours per week. However, such hours may be exceeded by local agreement.

When a day off/'red day' (see sub-clause 3.2.2) falls on a day of the week that would normally have been a working day, the ordinary working hours are reduced by 8 hours for each such day.

In a year in which 6 June (Sweden's National Day) falls on a Saturday or Sunday, staff who normally work Monday to Friday (non-performance staff) will be given another day off. This day is scheduled after consultation with the employee.

Comment

The parties agree that the above provision is intended to provide employees with a number of days off per annum which are not to be incorporated by means of the average calculation system. The question of what 'would normally have been a working day' must be decided by the local parties at each institution.

Comment

Shift work means that two or more shifts regularly alternate at fixed times each day. Working at individual times on different days of the week is not shift work.

3.3.2 Scope of the working hours

Working hours include work ordered under the supervision of the employer, including approved preparation and finishing work.

For performing artistic staff, preparation time, rehearsal time and practice time are included in the working time measure.

Flexible working hours may also be regulated in local agreements.

3.3.3 Calculation of working hours

In the case of leave eligible for annual leave pay or valid absence, working hours are reduced according to the schedule. If the illness includes a period for which a schedule has not been arranged, the weekly working hours are reduced by 8 hours per day for a 5-day week and by 6 hours and 40 minutes for a 6-day week.

Attendance for duty counts as a minimum of 3 hours per day.

Part of a period of 15 minutes counts as a full period of 15 minutes.

Comment

If an actor takes part in more than two performances on the same day, other than a Saturday, Sunday or public holiday, remuneration is paid in accordance with 3.8.4 a).

3.3.4 Annual working days

The performance year comprises a maximum of 230 working days.

The annual working time in terms of the number of days worked must include:

- a. Sick days and days of leave with full salary deduction up to 5 days per week or 21 days per month. However, for an employee with a 6-day week, 6 days a week are counted for the first 6 weeks.
- b. Days involving only travel time.
- c. Days off as compensation for overtime.

Annual working time does not include working days fully compensated by overtime pay.

If the employee works for more than 230 days in a performance year, the excess days are compensated with one day's salary or one day's leave. Such leave must be taken in conjunction with annual leave, so that the number of working days in the following performance year is reduced accordingly.

3.4 Overtime limits

When general overtime is worked, the total working hours may not exceed 48 hours on average per week over a limitation period of 4 weeks. General overtime may be worked where this is required in exceptional cases and may not exceed 200 hours per performance year.

3.5 Daily rest

An employee must have at least 11 hours of continuous daily rest per 24-hour period. Exceptions may only be made temporarily if this is caused by special circumstances that could not have been foreseen. In this case, remuneration is paid in accordance with the provisions on compensatory leave in sub-clause 3.8 for each hour by which the rest is less than 11 hours.

3.6 Weekly rest

An employee must be given no less than 36 hours of continuous leave in each seven-day period. The local agreement specifies the day on which the weekly rest is to be taken and the conditions under which it can be moved.

Weekly rest may be scheduled on a day of the week other than that specified in the local agreement in the event of illness and other circumstances beyond the control of the employer. When weekly rest occurs on a public holiday or the day before a public holiday, the employer may postpone the day of weekly rest to the next weekday or another day by local agreement.

Weekly rest may be withdrawn temporarily due to illness or other circumstances beyond the control of the employer. Weekly rest that is withdrawn is replaced by two days of annual leave in connection with ordinary annual leave or by individual agreement. Otherwise, annual leave is paid in cash.

A local agreement may be made on the right to withdraw weekly rest. Compensation is paid according to paragraph three.

Comment

For employees with a 6-day week, the weekly rest is on Monday if no local agreement is made or, if notice is given at least 5 weeks in advance, on the Sunday before or after. Notice includes the performance schedule.

The parties agree that the exception in Section 14 of ATL means that, by way of exception, an employee may start work on the day after the weekly rest day in ordinary working hours under this Agreement, even if this restricts the weekly rest. In this case, compensation is paid according to sub-clause 3.8.4 b.

Days off under sub-clause 3.2.2 may not replace ordinary weekly rest unless the day off coincides with an ordinary weekly rest day under a local agreement.

3.7 Unsociable working hours

3.7.1 The term 'unsociable working hours'

Unsociable working hours are ordinary working hours scheduled at the times specified in sub-clause 3.7.2 below.

3.7.2 Remuneration rules for unsociable working hours (unsociable hours supplement)

For work performed during unsociable working hours, an unsociable hours supplement is paid as follows:

- holiday-free Mondays – Fridays 19:00 - 06:00, monthly salary/600
- Saturdays, Sundays, monthly salary/600
- 'red days'/days off with remuneration as per sub-clause 3.8 per hour worked, but minimum 3 hours.

An unsociable hours supplement is paid to staff entitled to overtime pay.

The unsociable hours supplement is not paid to employees with performance pay only. No unsociable hours supplement is paid for travel time in excess of ordinary agreed working hours or for overtime.

For the purpose of calculating the unsociable hours supplement, the term 'monthly salary' means the employee's monthly cash salary excluding variable supplements.

Application guide

For employees paid by the hour, the hourly rate is multiplied by a factor of 167 to obtain a monthly salary.

Comment

Local parties may agree on other arrangements for remuneration for work on 'red days'/days off and for restaurant and foyer staff.

3.7.3 Individual agreement

An employer and an employee may agree that compensation for unsociable working hours will involve the employee instead receiving a higher salary and/or additional leave in addition to statutory annual leave.

Where such an agreement is made with a person other than a manager and/or a person whose working hours are difficult to control or who is free to schedule their working hours, the amount of compensation and/or the amount of leave must be specified in the agreement. The local trade union must be notified of any such agreement.

3.8 Overtime pay

3.8.1 Work that entails a right to overtime pay

Overtime work means work that the employee performs in addition to ordinary working hours. The work must either have been ordered or subsequently approved.

3.8.2 Different types of overtime pay

Overtime work is compensated either with money (overtime pay) or time off (compensatory leave). Compensatory leave is granted by agreement.

3.8.3 Calculation of compensatory leave

Compensatory leave is granted for each hour of overtime as follows:

- a. For overtime from 08:00 to 23:00 or the end of the performance/concert on holiday-free Mondays to Saturdays = 1 hour and 45 minutes
- b. For overtime at other times = 2 hours and 15 minutes

3.8.4 Calculation of overtime pay

Overtime pay per hour is paid as follows:

- a. For overtime from 08:00 to 23:00 or the end of the performance/concert on holiday-free Mondays to Saturdays = hourly rate x 1.5
- b. For overtime at other times = hourly rate x 2

Hourly rate amounts to 1/167 of the monthly salary.

3.8.5 Calculation of monthly salary in connection with overtime pay

Monthly salary refers to the employee's cash monthly salary, excluding variable supplements.

3.8.6 Individual agreement

An employer and an employee may agree that compensation for overtime will involve the employee instead receiving a higher salary and/or additional leave in addition to statutory annual leave.

Where such an agreement is made with a person other than a manager and/or a person whose working hours are difficult to control or who is free to schedule their working hours, the amount of compensation and/or the amount of leave must be specified in the agreement. The local trade union must be notified of any such agreement.

Comment

The individual agreement under this provision regulates the pay for overtime work as per sub-clause 3.8. Other parts of the working hours agreement remain unchanged.

3.9 Additional hours

3.9.1 The term 'additional hours'

The term 'additional hours' means working hours in excess of ordinary agreed working hours for part-time employment. The work must either have been ordered or subsequently approved.

Additional hours in excess of ordinary working hours for full-time employees are compensated as overtime as per sub-clause 3.8 above.

3.9.2 Different types of additional hours compensation

Additional hours are compensated either with money (additional hours pay) or time off (compensatory leave). Compensatory leave is granted by agreement.

3.9.3 Calculation of compensatory leave

Compensatory leave is granted for each additional hour as follows:

Additional hours worked is multiplied by a factor of 1.4 (1 additional hour = 1 hour and 24 minutes of leave).

3.9.4 Additional hours pay

Additional hours are paid for per hour at:

$\frac{\text{Monthly salary}}{3.5 \times \text{weekly working hours}}$
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3.9.5 Calculation of monthly salary in connection with additional hours pay

For the purpose of calculating the additional hours pay as per 3.9.4 above, the term 'monthly salary' means the employee's cash monthly salary, excluding variable supplements.

3.10 Travel time allowance

3.10.1 The term 'travel time'

Travel time is the time during ordered work-related travel that is spent travelling to and from the destination.

3.10.2 Compensation for travel time

Eligible travel time is time in excess of agreed ordinary working hours as defined in this Agreement or local agreements. However, in the case of a train or boat journey where the employer pays for sleeping accommodation, no travel time allowance is paid (see also sub-clause 7.4).

The employer and the employee may agree that compensation for travel time will be provided in a form other than that set out in this Agreement.

3.10.3 Travel agreement including rules on subsistence allowance

Rules concerning reimbursement of travel expenses, travel allowance and subsistence allowance are contained in the travel agreement. See Appendix 5.

3.11 Tour

3.11.1 The term 'tour'

A tour means that a production is rehearsed and/or performed in a place other than the place of employment. The tour period runs from departure from the place of employment to return after the last performance day of the tour period in question and includes, where applicable, unscheduled weekly rest days and, for technical staff, days for unpacking/unloading.

3.11.2 Length and scheduling of working hours

A special working hours schedule is organised for a tour, and the ordinary working hours as per sub-clause 3.3 above are averaged per 4-week period or per tour.

3.11.3 Daily rest

On a tour, special arrangements may be agreed locally regarding daily rest.

3.11.4 Weekly rest

Where weekly rest cannot be arranged during the tour, the corresponding number of rest days must be scheduled immediately after the end of the tour or at another time by agreement.

For a tour, notice of when and to what extent the weekly rest day will be scheduled must be given at least three weeks before the day of the premiere. If a temporary change is required, notice must be given at least three weeks before the date in question.

3.11.5 International tour

For a tour or guest performance abroad, a local agreement is made (see also sub-clause 7.2).

3.12 Correspondence

Unless agreed otherwise locally, the following applies:

Every day, the employee must read the correspondence and performance schedule posted on the theatre's notice board. Correspondence posted before 16:00 is deemed to have reached the employee on the same day. Notice of the next day's rehearsal will be posted no later than 30 minutes after the end of a rehearsal, but no later than 16:00.

The employee must keep the employer informed of where they can be reached for correspondence.

A special correspondence rule concerning cancellation of employment for additional technical theatre staff is given below under sub-clause 12.8.4.

3.13 General comments on working hours rules

Comment 1: Evaluation and revision, etc.

The working hours agreement aims in part to improve the use of available resources, develop the organisation of employees, reduce overtime and improve working conditions through cooperation and long-term planning. The central parties' starting point is not that split-day working should occur to a greater extent than has been the case in the past.

The parties agree to monitor the achievement of these objectives on an ongoing and systematic basis.

In the event of any amendment to working hours or leave legislation, the parties must enter into negotiations to adapt the Working Hours Agreement.

Comment 2: Specific working hours issues concerning touring theatres

The parties agree that touring activities require specific management with regard to working hours planning, working hours scheduling, etc., including the possibility of local adjustments based on the needs of different activities. Experience has shown that deviations are usually required in terms of daily rest and travel time. It is therefore left to the local parties to find solutions within the framework of the ATL and the EU Working Time Directive that meet both the organisation's need for flexibility and the individual's need for predictability. Negotiations on deviations of this kind must be conducted in a positive spirit.

Comment 3: Specific working hours issues concerning dancers

The parties note that dancers have a very special working situation. The dance profession places very high demands on its practitioners. Demanding physical activity must be combined with artistic expression. Injury rates are high, but the causes of injury vary and the picture is often complex and composite. Both the physical and the psychosocial working environment have an impact. The practice format, warming up, stretching, flooring, footwear, stress, competition and working hours are some of the factors that play a role.

The new working hours agreement agreed by the parties gives employers more flexibility in the way they schedule working hours. Longer shifts can be combined with shorter ones. However, it is the firm view of the parties that the working situation of dancers requires special consideration in terms of the scheduling of working hours. Work involving physical activity such as school, rehearsal and performance cannot be organised in excessively long sessions. It is not intended that this Agreement should entail longer physical sessions than have been permitted to date.

4 Annual leave and other leave

4.1 Annual leave and week of leave

4.1.1 Annual leave year

The company may count the performance year (1 July – 30 June) as the annual leave accrual year. The annual leave year may coincide with the accrual year.

4.1.2 Length of annual leave

Annual leave is granted according to the law, unless longer annual leave has been agreed.

4.1.3 Annual leave pay, annual leave paid in cash, etc. for employees with weekly or monthly salary

Annual leave pay is the current monthly salary at the time of the annual leave and an annual leave supplement.

The annual leave supplement for each day of paid annual leave is:

- 0.8% of the employee's current monthly salary at the time of the annual leave plus any fixed salary supplements per month.
- and

- 0.5% of the total of the variable salary component that has been paid during the accrual year.

Fixed salary supplements here include, for example, fixed soloist and overtime supplements.

Variable salary components here include, for example, overtime, unsociable hours and shift supplements, travel time supplements, director's, stage manager's and role supplements, insofar as they are not included in the monthly salary.

Comment

Compensation for a change in the working hours schedule and compensation for a reduction in the weekly rest as per sub-clauses 3.2.1 and 3.6 do not constitute the basis for the annual leave supplement referred to above.

In the case of absence eligible for annual leave pay exceeding 25 days, the following applies:

For every calendar day (full or part) of absence eligible for annual leave pay, one average daily income from variable salary components must be added to the benefits paid out during the accrual year.

This average daily income is calculated by dividing the variable salary component paid during the accrual year by the number of days of employment (defined in accordance with Section 7 of the Swedish Annual Leave Act) excluding days of annual leave and full calendar days of absence eligible for annual leave pay during the accrual year.

The annual leave supplement of 0.8% is paid at the time of the ordinary salary payment in connection with or immediately after the annual leave.

The annual leave supplement of 0.5% per paid day of annual leave is paid at the latest in the December following the annual leave.

Annual leave paid in cash is calculated as 4.6% of the current monthly salary for each day of paid annual leave not taken, plus the annual leave supplement. Annual leave paid in cash for saved days of annual leave is calculated as though the saved day had been taken in the annual leave year in which the employment was terminated.

For each unpaid day of annual leave taken, 4.6% of monthly salary is deducted from the employee's current monthly salary.

4.1.4 Annual leave paid in cash, other employees

In the case of employees other than those on time-based salaries as described above, annual leave paid in cash is only paid at a rate of 12% calculated on the basis of salaries, pay, basic amounts, remuneration as per sub-clause 11.9.7, attendance fees and supplements paid as described above.

4.1.5 Scheduling annual leave

The parties agree on the following rules for scheduling annual leave:

- a. Local agreement on the scheduling of the company's main annual leave is applicable, in terms of accrued paid days of annual leave, to staff in continuous employment who are not explicitly exempted. For other staff, individual agreements on timing will be made.
- b. As in the past, annual leave may be divided into two periods where the accrual year and the performance year coincide.
- c. When the accrual year falls during the performance year preceding the annual leave year, a certain part of the main annual leave may be scheduled during the accrual year.

4.1.6 Unpaid days of annual leave

The parties agree that it is desirable for annual leave that is unpaid due to leave of absence to be taken during the company's main annual leave.

4.1.7 Negotiations

Negotiations on the scheduling of annual leave are held in accordance with the Swedish Employment (Co-determination in the Workplace) Act or local cooperation agreements.

4.1.8 Saving annual leave

In order to avoid unnecessary difficulties in a theatre's planning, requests to save annual leave and use saved annual leave must be made by 15 January before the next annual leave. Otherwise, the provisions of Section 19 of the Swedish Annual Leave Act apply.

4.1.9 Annual leave as compensation for withdrawn weekly rest

For annual leave in excess of statutory leave, compensating for withdrawn weekly rest, annual leave pay is only paid in the form of ordinary monthly salary. Where appropriate, annual leave paid in cash is paid in accordance with the general rule in sub-clauses 4.1.3 and 4.1.4.

4.1.10 Special week of leave

Permanent employees, employees on long-term contracts and one-year employees whose ordinary working hours are continuously scheduled to both daytime and evening hours must be compensated with one week of leave per calendar/performance year, during which they receive ordinary salary without any annual leave supplement (does not apply to shift work as per sub-clause 3.3.1).

4.1.11 Deduction from salary for annual leave taken but not accrued

If an employee has taken more annual leave than they have accrued, a gross deduction must be made from their salary. For each excess day of annual leave, 4.6% must be deducted from the fixed monthly salary for the employment at the time of the annual leave. Fixed monthly salary for employment means the salary for the full-time or part-time employment with no reduction for partial leave. The annual leave supplement paid as per sub-clause 4.1.3 for the excess days of annual leave must also be deducted from the salary.

No deduction as per the first paragraph must be made if the employment has been terminated on account of:

- the employee's illness
- death
- notice of termination due to lack of work
- the employee leaving their employment in circumstances specified in Section 4(3), first sentence, of the Swedish Employment Protection Act
- retirement at the initiative of the employer
- termination of the employment on the basis of Section 33 of the Swedish Employment Protection Act

Comment

This rule applies when the accrual year and annual leave year coincide. Employers must provide clear information about the above rule, especially before an employee takes leave of absence of more than 30 days.

4.2 Salary deduction in connection with general leave

A deduction is made for unpaid leave of absence as shown below:

In the case of leave of absence of up to 5 (6)¹ working days, this deduction is made for each day of leave:

<u>1</u>	(1) ¹	
21	(25)	of monthly salary.

In the case of leave of absence of more than 5 (6)¹ working days, one day's salary is deducted for each day of leave.

$\text{Daily salary} = \frac{\text{monthly salary} \times 12^2}{365}$

Comment 1

¹ Figures in brackets apply to a 6-day week
² In this case, deductions are made for all days of the week

Comment 2

No salary deductions are made for participation in central negotiations and working group meetings agreed by the central parties.

If a period of leave of absence comprises one or more entire calendar months/payroll periods, the entire salary of the employee must be deducted for each of such calendar months/payroll periods.

4.3 Brief paid leave

As a rule, short periods of paid leave are only granted for part of a working day.

In special cases, however, brief paid leave may be granted for one or more days, for example in the event of sudden illness in the employee's family or the death of a close relative.

Brief paid leave may be granted in the following cases, for example:

- Own wedding
- Own 50th birthday
- First visit to a doctor or dentist for emergency treatment for illness or following an accident
- Visit to a healthcare institution following a referral by the company doctor
- Death or funeral of a close relative
- Sudden serious illness of a close relative living in an employee's home (spouse, partner, child, sibling, parent or parent-in-law)

Applications for brief paid leave should be made as early as possible.

4.4 Parental leave and rules related to pregnancy

4.4.1 Maternity pay

In the event of pregnancy, full pay is paid to permanent employees for the period from when the theatre management declares that the employment should be interrupted until the employee is entitled to receive parental benefit/pregnancy benefit under the Swedish Social Insurance Code. While the employee is receiving parental benefit, but no earlier than 60 days before the expected date of birth, pay is deducted as shown below.

For each day of absence (including non-working business days, Sundays and public holidays), a deduction is made per day as follows:

The deduction is calculated differently, depending on whether the salaried employee's monthly salary is above or below a certain salary limit. This salary limit is calculated as:

$$\frac{7.5 \times \text{the price base amount for the year in question}}{12}$$

For employees with a monthly salary not exceeding the salary limit:

$$90\% \times \frac{\text{monthly salary} \times 12}{365}$$

For employees with a monthly salary above the salary limit:

$$90\% \times \frac{7.5 \times \text{pba}}{365} + 10\% \times \frac{(\text{monthly salary} \times 12 - 7.5 \times \text{pba})}{365}$$

Comment 1

The deduction per day may not exceed:

$$\frac{\text{Fixed monthly cash salary} \times 12}{365}$$

For the purposes of this limitation rule, the following is treated as equivalent to fixed monthly cash salary:

- Fixed monthly salary supplements (e.g. fixed unsociable hours supplements or overtime supplements)*
- For employees on a weekly salary, the monthly salary is calculated as 4.3 x the weekly salary.*

Comment 2

However, for actors, singers and dancers, if the theatre management considers that the employee is not fit for work during a certain part of the above-mentioned period, the theatre and the employee may agree on another suitable task.

Comment 3

If it is in the mutual interest of the employee and the theatre, they may agree on reassignment to less strenuous tasks during the period of pregnancy.

4.4.2 Parental pay

For an employee who is on leave 'in connection with' the birth or adoption of a child and is receiving parental benefit under the Swedish Social Insurance Code, salary deductions are made for a maximum of 180 days as follows:

A deduction is made for each day of absence (including non-working business days, Sundays and public holidays). The deduction is calculated differently, depending on whether the salaried employee's monthly salary is above or below a certain salary limit. This salary limit is calculated as:

$$\frac{10 \times \text{the price base amount for the year in question}}{12}$$

Calculation of the deduction

For employees with a monthly salary not exceeding the salary limit:

$$90\% \times \frac{\text{monthly salary} \times 12}{365}$$

For employees with a monthly salary above the salary limit:

$$90\% \times \frac{10 \times \text{pba}}{365} + 10\% \times \frac{(\text{monthly salary} \times 12 - 10 \times \text{pba})}{365}$$

In the case of parental leave after the 180th day, salary is deducted in the same way as for unpaid leave.

The limited salary deduction referred to above applies to income up to a monthly salary equivalent to 15 times the price base amount divided by 12 for the year in question.

Comment

The term 'in connection with' means that the leave of absence must take place within 18 months.

4.4.3 Leave with temporary parental benefit

In the case of leave with temporary parental benefit, the following applies because temporary parental benefit is calculated per hour, regardless of the length of the leave.

Temporary parental benefit may only be paid for a full, half or quarter day.

If an employee is absent, pay is deducted per hour of absence at:

$$\frac{\text{Monthly salary} \times 12}{52 \times \text{weekly working hours}}$$

If the period of leave with temporary parental benefit includes one or more full calendar months, the employee's full monthly salary must be deducted for each of the calendar months. If the payroll periods used by the company for the payment of salary do not coincide with the calendar months, the employer is entitled, when applying this provision, to replace the term 'calendar month' with 'payroll period'.

Regarding the term monthly salary, see sub-clauses 5.3.2.1 and 5.3.3.

5 Illness

5.1 The right to sick pay and notification of illness

5.1.1 Sick pay periods

The employer pays sick pay during the first 14 calendar days of the sickness period as per the Swedish Sick Pay Act. How the sick pay is calculated is outlined in sub-clauses 5.3, 5.4 and 5.5.

A new sickness period that starts within 5 calendar days of the end of an earlier sickness period will be deemed a continuation of the earlier sickness period.

5.1.2 Notification

An employee who becomes ill and is therefore unable to work must notify their employer as soon as possible. The employee must also notify the employer as soon as possible about when they expect to return to work.

The same applies if the employee becomes unable to work as a result of an accident or occupational injury, or must stay away from work due to the risk of transmitting a contagious disease and they are entitled to compensation under the Swedish Act on Compensation for Disease Carriers.

As a rule, sick pay will not be paid for the period before the employer has received notification of the illness.

5.1.3 Conditions of entitlement to sick pay

For entitlement to sick pay for the first 14 days, the following conditions apply:

If the agreed period of employment is less than one month, entitlement to sick pay only arises if the employee started employment and has subsequently been employed for 14 consecutive calendar days.

If an employee is re-employed by the same employer within 14 calendar days of the end of the previous employment, the latter period must be taken into account for the purposes of calculating the qualifying period referred to in the first paragraph, irrespective of the break in employment.

5.2 Declaration, medical certificate and notification

5.2.1 Declaration

The employee must provide the employer with a written declaration that they were ill, details of the extent to which their working capacity was reduced on account of the illness and the days during which the employee would have worked.

5.2.2 Medical certificate

The employer is under an obligation to pay sick pay from the seventh calendar day after the day on which they were notified of the illness only if the employee documents their reduction in working capacity and the duration of the sickness period with a medical certificate.

At the employer's request, the employee must immediately provide proof of absence for the purpose of receiving sick pay by submitting a certificate from a doctor appointed by the theatre stating that the employee was unable to work from the previous day. In this case, the certificate is paid for by the employer.

5.2.3 Notification of the social insurance office

If an illness lasts for more than 14 calendar days, the employer is responsible for notifying the Swedish Social Insurance Office. If such illness occurs during the company's main holiday period (summer break), the employee should report the illness directly to the Swedish Social Insurance Office (Försäkringskassan) to receive sickness benefit.

5.2.4 Medical consultation

The parties note that medical consultation, etc. may be arranged by the institutions in accordance with a decision by the institution concerned.

5.3 Amount of sick pay

5.3.1 Salary deduction

The sick pay that the employer pays the employee is calculated by making a deduction from salary as described below.

5.3.2 Illness up to and including 14 calendar days per sickness period

5.3.2.1 Definition of monthly salary

In these provisions, monthly salary means fixed monthly cash salary plus any fixed monthly salary supplements (e.g. fixed unsociable hours supplements or overtime supplements).

5.3.2.2 Calculation of qualifying period deduction and sick pay

For each hour an employee is absent as a result of illness, there is a deduction per hour as follows:

For sickness absence up to 20% of average weekly working hours (qualifying period) in the sickness period	$\frac{\text{Monthly salary} \times 12}{52 \times \text{weekly working hours}}$
---	---

For sickness absence exceeding 20% of average weekly working hours, up to and including day 14 of the sickness period	$\frac{20\% \times \text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$
---	---

In addition, an employee who would have been working scheduled ordinary working hours, in which an unsociable hours supplement or other variable remuneration would have been paid, receives sick pay after the qualifying period at 80% of the unsociable hours supplement or other variable remuneration that the employee has lost.

Comment:

5.1.1 specifies that a new sickness period that starts within five calendar days from the end of an earlier sickness period must be deemed a continuation of the earlier sickness period. This means that a qualifying period deduction may still need to be made up to 20% of average weekly working hours in the continued sickness period.

The employee's average weekly working hours are the weekly working time in hours for a calendar week. For employees with intermittent or irregular working hours, an average is calculated over a period that is representative and comparative for the employee.

5.3.2.3 Sick pay without taking into account the qualifying period

For an employee who, in accordance with a decision by the Swedish Social Insurance Office, is entitled to sick pay without a qualifying period, a sick pay deduction applies in accordance with the provisions that apply to sick leave exceeding 20% of the average weekly working hours up to and including day 14 of the sickness period.

5.3.2.4 When ten qualifying period deductions have been made

The number of qualifying period deductions may not by law exceed ten during a twelve-month period. If, in a new sickness period, it becomes clear that the employee has had ten qualifying period deductions within the twelve months prior to the start of the new sickness period, the deduction for the first 20% of the sickness absence is calculated in accordance with the provisions applicable to sickness absence exceeding 20% of the average weekly working hours up to day 14 of the sickness period.

Comment

All qualifying period deductions made as specified in sub-clause 5.3.2 in a total amount of no more than 20% of the average weekly working hours in the same sickness period are regarded as one deduction, even if the deductions are made for different days. 5.1.1 specifies that a new sickness period that starts within five calendar days from the end of an earlier sickness period must be deemed a continuation of the earlier sickness period.

5.3.3 Illness from the 15th calendar day

For each day of illness (including non-working business days, Sundays and public holidays), a sick pay deduction is made per day as follows:

The sick pay deduction is calculated differently depending on whether the salaried employee's monthly salary is above or below a certain salary limit. This salary limit is calculated as:

$$\frac{10 \times \text{the price base amount for the year in question}}{12}$$

For employees with a monthly salary not exceeding the salary limit:

$$90\% \times \frac{\text{monthly salary} \times 12}{365}$$

For employees with a monthly salary above the salary limit:

$$90\% \times \frac{10 \times \text{pba}}{365} + 10\% \times \frac{(\text{monthly salary} \times 12 - 10 \times \text{pba})}{365}$$

Comment

The sick pay deduction per day may not exceed:

$$\frac{\text{Fixed monthly cash salary} \times 12}{365}$$

For the purposes of this limitation rule, the following is treated as equivalent to fixed monthly cash salary:

- Fixed monthly salary supplements (e.g. fixed unsociable hours supplements or overtime supplements)*
- For employees on a weekly salary, the monthly salary is calculated as 4.3 x the weekly salary.*

Note to the minutes

If there is a change in salary or weekly working hours, the following applies.

The employer must make sick pay deductions based on the old salary or working hours for the month in which the employee was notified of their new salary or changes their working hours.

5.3.4 Duration of the sick pay period

5.3.4.1 Permanent employees and others

One-year and permanent employees and long-term contract workers are entitled to sick pay in accordance with the provisions of sub-clause 5.3.3 from the 15th calendar day of

the sickness period until the 90th calendar day of the sickness period. This applies to periods of sick leave starting after 1 January 2015. After 90 days of sick leave, the employee may receive a sickness pension through ITP (see sub-clause 8.1).

Comment

For sick leave starting before 1 January 2015, the right to sick pay applies after the 15th calendar day of the sickness period and the following 180 days of the sickness period. Once the employee has fully recovered, they will be subject to the new rules on sick pay. However, for employees covered by the transitional rules of the Pisa system, the entitlement to sick pay under sub-clause 5.3.3 continues to apply for 180 days per case of sickness.

5.3.4.2 Other employees

Fixed-term employees who have been employed by the employer for at least 12 months in the last 36 months have the same entitlement to sick pay as employees under sub-clause 5.3.4.1. For other employees, the same applies with the restriction that sick pay is paid up to the 45th calendar day of the sickness period.

Comment

It is up to the employee to prove that the qualification requirement has been met at the latest when sick pay is requested.

5.4 Certain coordination rules

5.4.1 Annuity and rehabilitation benefit

If, due to an occupational injury, an employee draws an annuity instead of sickness benefit and this occurs during the time that they are entitled to sick pay, the sick pay from the employer is not calculated as per sub-clause 5.3. Instead it is the difference between 85% of the monthly salary and the annuity.

For salary components up to 8 price base amounts, there is no entitlement to sick pay for the period when sickness benefit as per the Swedish Occupational Injury Insurance Act is paid or rehabilitation benefit is paid.

5.4.2 Insurance compensation

If an employee receives compensation from insurance other than ITP or labour market no-fault liability insurance (TFA), and the employer has paid the premiums for such insurance, the sick pay must be reduced by the amount of such compensation.

5.4.3 Certain compensation from the State

If an employee receives compensation from the State other than under national insurance, occupational injury insurance or the Swedish State Personal Injury Protection Act, the sick pay must be reduced by the amount of such compensation.

5.5 Limitations on the right to sick pay

5.5.1 Reduced sickness benefits

If an employee's sickness benefits have been reduced as specified in the Swedish National Insurance Act, the employer must reduce the sick pay to a corresponding extent.

5.5.2 Accidents caused by third parties

If an employee's sickness benefits following an accident caused by a third party and compensation are not paid according to labour market no-fault liability insurance (TFA), the employer must pay sick pay only if – or to the extent – that the employee cannot obtain damages for loss of income from the person liable for the injury.

5.5.3 Accidents while in gainful employment with another party

If the employee has been injured in an accident during gainful employment with another employer or in the employee's own business, the employer must pay sick pay from the 15th calendar day of the sickness period only if the employer has specifically undertaken to do so.

5.5.4 Sick pay from the 15th calendar day

The employer is not under an obligation to pay sick pay from the 15th calendar day of the sickness period if:

- the employee has been excluded from health insurance benefits according to the Swedish National Insurance Act, or
- the employee's inability to work is self-inflicted, or the employee has been injured as a result of an act of war, unless agreed otherwise.

Comments

1. *If the employee starts to receive a sickness pension under the SPV plan or another pension plan regulated by collective agreement in the labour market, the right to sick pay ceases.*
2. *Concerning limitation on the right to sick pay on account of certain coordination rules, see sub-clause 5.4.*

5.6 Disease carriers

Where an employee is required to stay away from work due to the risk of transmitting disease (Swedish Act on Compensation to Disease Carriers) and they are entitled to compensation as a disease carrier, a deduction is made as follows up to the 14th calendar day:

For each working day on which an employee is absent, a deduction is made per working day at:

$\frac{\text{Monthly salary} \times 12}{\text{Annual working period (days)}}$

From the 15th calendar day, deductions are made as per 5.3.3.

Note to the minutes on sick pay, etc.

If the rules in the Swedish Sick Pay Act or national insurance are changed, agreement must be made on the necessary changes as a result.

6 Salary

6.1 Salary

Salary is paid according to specific rules for different professional groups. See sub-clauses 11.9, 12.8 and 13.7 below.

Employees who, outside the scope of their duties, have written texts or music for the theatre and make these performances available to the theatre receive remuneration for this in accordance with a special agreement.

Students on placement are remunerated in accordance with Appendix 8.

6.2 Salary payments

Salary is paid no later than the 25th of each month, and other benefits are paid no later than the 25th of the following month, unless agreed otherwise locally.

6.3 Salary agreements

For the salary agreement between the Swedish Performing Arts Association and the Swedish Union for Performing Arts and Film, see Appendix 10, and between the Swedish Performing Arts Association and the Swedish University Graduate Unions, see Appendix 11.

7 Travel

7.1 Subsistence allowance and reimbursement of travel expenses

Subsistence allowance and reimbursement of travel expenses are provided in accordance with the travel agreement between the Swedish Performing Arts Association, the Swedish Union for Performing Arts and Film and the Swedish University Graduate Unions (Appendix 5). Rules on travel time allowance, etc. can be found under sub-clause 3.10.

Note to the minutes

The parties agree that within the 'usual place of work', as defined by the tax authorities' county guide, the travel agreement does not apply.

For work elsewhere in the theatre's own region, a subsistence allowance is paid only to the extent that the employee cannot reasonably spend the night at home or take meals at home or in the usual way.

7.2 Foreign tours

When touring abroad, a subsistence allowance is paid according to the Swedish Tax Agency's general advice. Any other subsistence allowance rules may be agreed on a case-by-case basis at least one week before the start of the tour.

7.3 Subsistence allowance and travel allowance for play and short-term engagements

Play engagement

In the case of an ordered or necessary stay away from a person's place of residence of up to four months, the provisions of 7.1 are applied as in the case of a business trip (subsistence allowance is paid, although it is not tax-free). After the 15th day, a subsistence allowance and a reduced travel allowance of SEK 56 are paid.

If the stay lasts for more than four months but less than six months, after four months a night allowance is paid according to the travel agreement between the Swedish Performing Arts Association, the Swedish Union for Performing Arts and Film and the Swedish University Graduate Unions. See Appendix 5.

Travel from the place of residence to the place of the engagement and from the place of the engagement to the place of residence at the beginning and end of the engagement is paid for by the employer.

Short-term engagement

In the case of a short-term engagement outside the employee's own place of residence, the employee is entitled to receive a night allowance for overnight stays at the place of work in accordance with the travel agreement between the Swedish Performing Arts Association, the Swedish Union for Performing Arts and Film and the Swedish University Graduate Unions for a maximum of six months.

Travel from the place of residence to the place of the engagement and from the place of the engagement to the place of residence at the beginning and end of the engagement is paid for by the employer.

Comment

The parties note that, under certain conditions, parts of the above remuneration may be tax-free (see Swedish Tax Agency rules).

7.4 Travel time in excess of ordinary working hours

Travel time is included in ordinary working hours. For travel time within Sweden in excess of ordinary working hours, a travel time allowance is paid at SEK 86 per hour from 1 April 2023 and at SEK 89 per hour from 1 April 2024.

8 Pension and insurance

8.1 Occupational pension

An occupational pension must be taken out for all employees in accordance with the agreement in force from time to time on the ITP plan section 1 between the Confederation of Swedish Enterprise and PTK and Flexpension in performing arts companies. In addition to retirement pension, ITP also includes sickness pension in case of long-term illness (more than 90 days of sick leave).

Employers that are already covered by ITP sections 1 and 2 before joining the Swedish Performing Arts Association must, according to the ITP regulations, remain covered by ITP sections 1 and 2, unless a transfer to the performing arts industry's pension scheme ITP 1 plus additional premiums is granted by the ITP committee.

Employers that *were covered by the Pisa Ordinance* on 31 December 2014 must also pay additional premiums agreed by the Swedish Performing Arts Association and PTK's Swedish Performing Arts Association negotiating group for changing pension schemes.

Additional premiums for changing pension agreements

Year of birth	Additional premium (%) under 7.5 income base amounts	Additional premium (%) over 7.5 income base amounts
1955	3.93	20.79
1956	3.52	18.17
1957	3.18	16.07
1958	2.89	14.29
1959	2.64	12.71
1960	2.40	11.28
1961	2.15	9.94
1962	1.91	8.67
1963	1.68	7.47
1964	1.51	6.33
1965	1.32	5.19
1966	1.17	4.09
1967	0.98	3.02
1968	0.80	1.99
1969	0.64	0.98
1970	0.48	0.01
1971	0.32	0.00
1972	0.17	0.00

Transitional rules from Pisa

For employees who, according to the Government's decision to phase out the Pisa Ordinance, are to remain in the old pension scheme, the employer must continue to pay premiums to the National Government Employee Pensions Board (SPV) under the Pisa Ordinance, as well as to Pensionsvalet under the collective agreement between the Swedish Performing Arts Association and PTK on defined contribution individual retirement pension (AIP).

For employees covered by the transitional rules of the Pisa system, the entitlement to sick pay continues to apply for 180 days per case of sickness (where they are not covered by ITP sickness pension).

8.2 Collective agreement insurance

Employers must take out labour market no-fault liability insurance (TFA) in accordance with the general insurance conditions for TFA approved by the Confederation of Swedish Enterprise, the Swedish Trade Union Confederation (LO) and PTK.

Employees are not entitled to bring legal proceedings against their employer or its employees for damages in connection with personal injury which constitutes occupational injury.

Employers must take out occupational group life insurance (TGL) under the agreement between the Confederation of Swedish Enterprise and PTK.

Transitional rules from Pisa

For employees who, according to the Government's decision to phase out the Pisa Ordinance, will remain in the old pension scheme, the employer must continue to pay for occupational group life insurance (TGL) according to the agreement between the Confederation of Swedish Enterprise and LO.

8.3 Transition agreement

Employers must join Trygghetsrådet (TRS) in accordance with the transition agreement between the Swedish Performing Arts Association, the Employers' Alliance and PTK.

Employers which, on 31 December 2014, were subject to Ordinance 2003:56 on occupational pension and occupational group life insurance for certain employees in non-governmental employment (known as the Pisa Ordinance) must join the Swedish Performing Arts Career Transition Foundation (SOK-stiftelsen) in accordance with the Performing Arts Transition and Career Change Agreement (SOK agreement). Other employers may join SOK-stiftelsen after approval by all parties to the SOK agreement.

9 Disputes

9.1 Negotiation procedure for legal disputes

If a dispute arises between the parties or their members concerning working conditions or their relationship in general, one party must demand negotiations. Such negotiations

must be demanded within four months of the party becoming aware of the circumstance to which the claim relates and at the latest within two years of the circumstance occurring.

Disputes that cannot be resolved by local negotiations must be referred for central negotiations. The request must be made in writing and submitted to the other party's organisation within the following periods from the date on which the local negotiations were concluded:

- a. Within two weeks for negotiations concerning a legal dispute about voiding notice of termination or dismissal, or declaring fixed-term employment unlawful and that the employment must be permanent.
- b. Within two months in other legal disputes.

If a legal dispute concerning a law, a collective agreement or an individual agreement has been the subject of central negotiations without being resolved, a party may refer the dispute for judicial settlement within three months from the date on which central negotiations were concluded.

If a party does not demand negotiations or does not take legal proceedings within the prescribed time, they lose the right to further legal proceedings.

Central negotiations must begin at the earliest opportunity and no later than within two weeks from the date on which the request for negotiations was confirmed, unless the parties have agreed otherwise.

Comment

Negotiations are usually concluded when the negotiation meeting ends. If they are to be concluded at a later time, this must be explicitly agreed between the parties. As a last resort, negotiations may be concluded by a party withdrawing from the negotiations in writing.

9.2 Priority of interpretation

The parties agree that priority of interpretation under Section 34 of the Swedish Employment (Co-determination in the Workplace) Act may only be invoked in central negotiations.

10 Term of the Agreement, etc.

10.1 Term of the Agreement

This Agreement applies from 1 April 2023 to 31 March 2025.

Each Party is entitled to give notice no later than 30 September 2024 to terminate the Agreement on 31 March 2025.

After 31 March 2025, the Agreement is subject to a seven-day mutual notice period.

10.2 No-strike clause

The Agreement is subject to a no-strike clause during its term and until a new agreement is reached or central negotiations on a new agreement have otherwise been concluded.

SPECIAL PROVISIONS FOR DIFFERENT PROFESSIONAL GROUPS

11 Artistic staff, category 2a

11.1 Types of employment for artistic staff, category 2a, excluding dancers

11.1.1 Permanent employment

Employment is permanent unless the employer and the employee have agreed that it will be fixed-term as outlined below.

11.1.2 Fixed-term employment

Long-term contract

Long-term employment contracts must be for a minimum of one and a maximum of five years.

Short-term employment

Short-term employment contracts must be for 6 months and may be entered into at any time during the calendar year.

Employment per play ('play contract')

The employment must cover a specific play and be in force from the first day of rehearsal until the last day of performance.

Comment

Play contracts for performances of more than 60 minutes should normally cover a period of at least 3 months.

Extension

The employer and the employee may agree on extension of fixed-term employment. Such an agreement may only be made after the contract to which the extension relates has been entered into (and normally commenced) and may only be made once per fixed-term contract. Once the employee and the employer agree on the terms of the extension, this should be confirmed in a new employment contract with the new terms and the original employment contract to which the extension relates.

Employment as a substitute

The employment must be as a substitute, for example for an employee on leave due to illness, training, parental leave or leave of absence.

The provision in Section 5 a of the Swedish Employment Protection Act concerning the transition from employment as a substitute to permanent employment does not apply.

Employment per performance

An agreement on employment per performance may be made as before.

Tour employment

The employment must be for touring.

11.2 Types of employment for dancers

11.2.1 Permanent employment

Employment is permanent unless the employer and the employee have agreed otherwise.

11.2.2 Fixed-term employment

The employer and the employee may agree on fixed-term employment in the following cases:

One-year contract

One-year employment contracts may be entered into at any time during the calendar year.

Short-term employment

Short-term employment contracts must be for 6 months and may be entered into at any time during the calendar year.

Employment per play ('play contract')

The employment must cover a specific play and be in force from the first day of rehearsal until the last day of performance.

Comment

Play contracts for performances of more than 60 minutes should normally cover a period of at least 3 months.

Joint comment for short-term employment and employment per play

The theatre has the right to extend short-term employment or employment per play for a maximum of 30 days on the same conditions. This must be done at least one month before the original date of termination of the employment.

Employment as a substitute

The employment must be as a substitute for an employee on leave, for example due to illness, training, parental leave or leave of absence.

The provision in the last paragraph of Section 5 of the Swedish Employment Protection Act concerning the transition of employment as a substitute to permanent employment applies in this part, which means that if a dancer has been employed as a substitute employee for a total of more than two years during a five-year period, the employment becomes permanent employment.

Employment per performance

An agreement on employment per performance may be made as before.

Tour employment

The employment must be for touring.

11.2.3 Transition from fixed-term to permanent employment

Dancers are given permanent employment when:

- a. they have been continuously employed by the same employer on a one-year and/or short-term basis for at least three years and a new employment agreement is subsequently made between them (except in the case of employment per play and employment as a substitute),
or
- b. they have been employed by the same employer for a total of four years and a new employment agreement is subsequently made between them (except in the case of employment per play and employment as a substitute).

Comment

The amendment to sub-clause 11.2.3 b) does not change the current application of *continuous employment* under a).

11.3 List of types of employment, etc.

Before the start of each performance year, the theatre must draw up a list of category 2a staff, indicating their type of employment and any vacancies. A copy of this list must be sent to the local branch of the Swedish Union for Performing Arts and Film.

If the theatre intends not to fill a vacancy that arises due to leave of absence lasting for years, information about this must be provided in accordance with Section 19 of the Swedish Employment (Co-determination in the Workplace) Act. If an employee on leave of absence resigns, the employer must call for negotiations in accordance with Section 11 of the Swedish Employment (Co-determination in the Workplace) Act and, within the framework of these negotiations, examine whether the position can be offered to someone employed as a substitute at the theatre at the same time.

11.4 Termination of permanent employment

11.4.1 Notice periods

Both employers and employees have a minimum notice period of 6 months for permanent employment.

An employee who has received notice of termination on account of a lack of work, is at least 55 years of age on the date of the notice of termination and has been employed for an uninterrupted period of 10 years is entitled to have the notice period extended by six months.

11.4.2 Termination of employment on reaching the age given in Section 32a of the Swedish Employment Protection Act

Irrespective of any previous notice period, the following applies to employees reaching the age* specified in Section 32a of the Swedish Employment Protection Act.

If the employer or the employee wants the employment to end at the end of the month in which the employee reaches the age specified in Section 32a of the Swedish Employment Protection Act, the employer or the employee must give written notice of this at least two months before the employment is to end.

After the employee has reached the age specified in Section 32a of the Swedish Employment Protection Act, employment ends two months after written notice has been given.

If an employee begins employment with the company after having reached the age specified in Section 32a of the Swedish Employment Protection Act, the employment is terminated with notice in the same way as above.

*68 years of age from 1 January 2020, 69 years of age from 1 January 2023.

Note to the minutes 1

Employers may allow employment to be terminated without the employee observing the applicable notice period.

Note to the minutes 2

Notice does not need to be given to the trade union in connection with the termination of employment on reaching the age specified in Section 32a of the Swedish Employment Protection Act. There is no right of discussion. However, it is normally appropriate to raise the issue of termination of employment with the employee concerned before giving notice as described above.

Comment on sub-clause 11.4

In the event of termination for personal reasons, Chapter 3, Sections 2–7, of the Main Agreement between the Swedish Performing Arts Association and PTK applies (excerpts from the Main Agreement may be found in Appendix 9).

11.5 Termination of fixed-term employment, etc.

For fixed-term employees, employment ends at the end of the contract term unless an extension has been agreed.

For *long-term contracts*, the employer must notify the employee at least six months before the end of the contract term about whether and in what form they wish to extend the employment. The local branch of the Swedish Union for Performing Arts and Film must be notified at the same time.

For *short-term and one-year employment*, the employer must notify the employee at least two months before the end of the contract term about whether and in what form they

wish to extend the employment. The local branch of the Swedish Union for Performing Arts and Film must be notified at the same time.

The provisions of Sections 15 and 30 a of the Swedish Employment Protection Act are replaced by the provisions of this Agreement.

11.6 Order of priority for termination

Sections 22–23 of the Swedish Employment Protection Act and Clauses 8–10 of the Main Agreement between the Swedish Performing Arts Association and PTK are not applicable.

11.7 Preferential rights

The rules on preferential rights to new employment under Sections 25–27 of the Swedish Employment Protection Act do not apply to fixed-term employees.

11.8 Duties, etc.

11.8.1 Director and choreographer

A director's/choreographer's obligations include:

- directing and taking artistic responsibility for the production work,
- taking the main responsibility for the design of the artistic work, which is the performance at the time of the premiere,
- participating in the preparation of the rehearsal and performance schedule for the theatre (applies to permanently employed directors/choreographers),
- directing the stage production or productions entrusted to them within the budget set by the theatre,
- complying with the rules governing working hours and other working conditions,
- participating in the theatre's marketing work for the current production.

A director's/choreographer's obligations/rights include:

- consulting on the setting of the date of the premiere,
- helping ensure that the date of the premiere is not postponed,
- in consultation with other rights holders, being responsible for ensuring that the set design, props lists and costume lists are completed within the agreed timeframe,
- participating in/consulting on casting and the management's planning of both the cast and other production staff well in advance of the start of rehearsals,
- making proposals concerning the works that may be included in the repertoire, giving an opinion on such works and making proposals concerning the casting (applies to permanently employed directors/choreographers),
- at the request of the theatre management or on their own initiative, checking the performance after the premiere unless another commitment gets in the way,
- directing the rehearsals caused by the resumption of the performance, transfer to another stage or recasting of a role or the like unless another commitment gets in the way.

A director's/choreographer's rights include:

- being named in programmes and, where possible, in other information material,
- being consulted on the design of marketing material for the current production,
- obtaining selected representative photographs or digitally produced images from the performance for their own non-commercial use,
- carrying out other work during the rehearsal period, subject to prior consent from the theatre management.

Furthermore, the director/choreographer should:

for rehearsals of a play intended for a full evening performance or equivalent, have at least 30 working days at their disposal, excluding at least two dress rehearsals (with costumes, sets, etc.),

receive a printed copy of the play/ballet at least eight weeks before the first rehearsal date specified in the contract.

Rights to the production

The director and the choreographer are the originators of the production. The theatre may not assign, hire out, lend, modify or use the production in any context other than that intended without the consent of the director or choreographer. If the production is used outside the theatre itself, which entails economic value for the theatre, consent must normally be accompanied by reasonable compensation for the use.

Comment on sub-clause 11.8.1

It should be noted that the specific circumstances of music theatres make it impossible to apply some of the above points in many cases.

11.8.2 Set and costume designers**A set/costume designer's obligations include:**

- completing the required set and costume sketches, models, working drawings and other working documents by the agreed deadline,
- on the basis of their artistic responsibility, supervising production in workshops and studios,
- participating in lighting, costume and dress rehearsals and in the selection and testing of stage clothes.

A set/costume designer's obligations and rights include:

- attending preparatory and production meetings as agreed and being present during the rehearsal process,
- participating in the planning of the production's staffing by the management and director well in advance of the start of rehearsals,
- checking the performance after the premiere if necessary,
- participating in changes to the set and costume design caused by the resumption of the performance, transfer to another stage, recasting of a role or the like if the theatre so requests, or if the copyright of the set/costume designer is affected.

A set/costume designer's rights include:

- being named in programmes and, where possible, in other information material (freelance set/costume designers, in particular, need to have their name indicated in the theatre's information material and theatres should strive to ensure that it is),
- receiving selected representative photographs or digitally produced images of the set design and costumes, or being granted the opportunity to take photographs themselves for their own non-commercial use (freelance set/costume designers, in particular, need to obtain documentation of the production in which their own work is clearly visible and they are therefore granted this right).

Furthermore, the set/costume designer should:

- receive the necessary information and working materials (printed manuscript in Swedish (for opera, in the original language), sheet music, recorded music, stage drawings, production details and other relevant information) as early as possible, if possible eight weeks before the start of rehearsals/technical production meeting (when the sketch and model are to be delivered).

Rights to the production

The set and costume designers are the originators of the work's set and costume design. The theatre may not assign, hire out, lend, modify or use the set and costume design in any context other than that intended without the consent of the set designer or costume designer. If the production is used outside the theatre itself, which entails economic value for the theatre, consent must normally be accompanied by reasonable compensation for the use. However, the theatre has the right to hire out or lend parts of the set and costume design according to current practice.

Comment on sub-clause 11.8.2

It should be noted that the specific circumstances of music theatres make it impossible to apply some of the above points in many cases.

11.8.3 Sound, lighting, makeup and video designers**A designer's obligations include:**

- completing the required documentation, such as drawings, sketches or equivalent, by the agreed deadline,
- completing the design assignment(s) within the budget set by the theatre,
- complying with the rules governing working hours and other working conditions,
- participating in rehearsals as agreed,
- being responsible for final documentation of the design work being prepared,
- helping ensure that the date of the premiere is not postponed,
- taking artistic responsibility for the work in their field of design.

A designer's obligations and rights include:

- participating in changes to the design caused by the resumption of the performance, transfer to another stage or the like unless another commitment gets in the way.

A designer's rights include:

- being named in programmes and, where possible, in other information material

Furthermore, the designer should:

- have access to material relevant to the play/production such as texts, images, music, venue plans, available lighting, sound and video equipment and sets, and the necessary technical data.

Rights to the design

The designer is the originator of the work's design. The theatre may not assign, hire out, lend, modify or use the design in any context other than that intended without the consent of the designer. If the production is used outside the theatre itself, which entails economic value for the theatre, consent must normally be accompanied by reasonable compensation for the use. However, the theatre has the right to hire out or lend parts of the design according to current practice.

Comment on sub-clause 11.8.3

It should be noted that the specific circumstances of music theatres make it impossible to apply some of the above points in many cases.

11.9 Salaries

11.9.1 Dancers

The minimum salary amounts to:

SEK 21,840 from 1 April 2023.

SEK 22,517 from 1 April 2024.

For an employee with two years of professional theatre experience/who has completed training at the Royal Swedish Ballet School/Riddarfjärdsskolan or Balettakademien, the minimum salary is:

SEK 27,557 from 1 April 2023.

SEK 28,411 from 1 April 2024.

National Government Employee Pensions Board (SPV) pensioners

For SPV pensioners employed as dancers, the minimum salary is:

SEK 24,541 from 1 April 2023.

SEK 25,302 from 1 April 2024.

11.9.2 Vocal soloists

The minimum salary amounts to:

SEK 23,982 from 1 April 2023.

SEK 24,725 from 1 April 2024.

For an employee who trained at a public college of opera or has five years of professional theatre experience, the minimum salary is:

SEK 27,824 from 1 April 2023.

SEK 28,687 from 1 April 2024.

Any remuneration for lead roles, major interludes, soloist performances and the like is regulated locally.

National Government Employee Pensions Board (SPV) pensioners

For SPV pensioners employed as vocal soloists, the minimum salary is:

SEK 24,541 from 1 April 2023.

SEK 25,302 from 1 April 2024.

11.9.3 Actors and other artistic staff, category 2a

(including musical artists)

The minimum salary amounts to:

SEK 21,840 from 1 April 2023.

SEK 22,517 from 1 April 2024.

The minimum salary for an employee who has completed a relevant three-year artistic university education or equivalent in Sweden or abroad or has five years of relevant professional theatre experience is:

SEK 27,557 from 1 April 2023.

SEK 28,411 from 1 April 2024.

National Government Employee Pensions Board (SPV) pensioners

For SPV pensioners employed as actors, the minimum salary is:

SEK 24,541 from 1 April 2023.

SEK 25,302 from 1 April 2024.

Comment

The minimum salary for a musical artist with the training or professional experience described above who is employed to perform vocal soloist duties is the same as for a vocal soloist.

11.9.4 Directors

Monthly salary

For directors who trained at a public academy of dramatic arts or Stockholm Academy of Dramatic Arts or have five years of professional theatre experience, the minimum salary is:

SEK 32,387 from 1 April 2023.

SEK 33,391 from 1 April 2024.

Set and/or costume design

If a permanently employed director is responsible for set and/or costume design in their own production, an individual agreement is made.

Freelance director engaged per play

When assessing the work of a freelance director and determining the amount of remuneration, an overall assessment must be made and factors such as the scale of the production and the freelance director's skills and experience must be taken into account. When determining the amount of remuneration, co-production with other theatres must also be taken into account (for example remuneration for the work and time needed to adapt the work to several stages and ensembles).

For the production of a play, a freelance director is entitled to a monthly salary for the rehearsal period agreed in the contract, as agreed individually. In addition, a minimum basic amount is paid for a full evening performance (play of more than 1.5 hours):

Qualification requirement for step 2: Seven productions at a professional theatre.

Qualification requirement for step 3: Fourteen productions at a professional theatre.

Step 1

SEK 86,246 from 1 April 2023.

SEK 88,920 from 1 April 2024.

Step 2

SEK 111,072 from 1 April 2023.

SEK 114,515 from 1 April 2024.

Step 3

SEK 137,208 from 1 April 2023.

SEK 141,461 from 1 April 2024.

Comment

The theatre and the individual originator may make an individual agreement on licensing during a licence period. In these cases, derogations from the above payments may be made.

For those who have no experience at all in the profession, the amount under step 1 may be reduced.

For a play of less than 1.5 hours, the remuneration is reduced by 33.3%.

For a play of less than 45 minutes, the remuneration is reduced by 50%.

Plays of less than 30 minutes and features and arrangements are reimbursed by individual agreement.

If the preparation time coincides in full or in part with paid rehearsal time, an agreement may be made between the theatre and the director on a reduction of the above basic amounts, but by no more than 50%.

For qualification purposes, production at professional theatres is included. For qualification purposes, two productions of less than 45 minutes are deemed equal to one production of more than 45 minutes or one of more than 1.5 hours.

A freelance director engaged per play/dance work who trained at Stockholm Academy of Dramatic Arts or a comparable school will be credited with three productions.

Other employee engaged as director

If an actor or other employee is employed as a director, they will receive an individually agreed increased salary during the rehearsal period, but for at least three months.

In addition, before the day of the production meeting, they should be completely released from their ordinary duties for an agreed preparation period, which for a full evening performance (play exceeding 1.5 hours) amounts to a total of three months (for a play exceeding 45 minutes two months and for a play of 45 minutes or less one month). If this cannot be done, a basic amount must be paid. If they are only partially released, the basic amount must be reduced proportionally.

If, during the rehearsal period, the employee participates in a performance or rehearsal of another play, the daily rate is 1/25 of the ordinary monthly salary.

In the case of minor commitments and where the purpose of the assignment is to provide an opportunity for the development of the employee's skills, a deviation from the above-mentioned remuneration may be agreed. The local trade union must be notified of any such agreement.

11.9.5 Choreographers

For choreographers who trained at a public academy of dramatic arts, Stockholm Academy of Dramatic Arts or the University of Dance and Circus, or have five years of professional theatre experience, the minimum salary is:

SEK 32,387 from 1 April 2023.

SEK 33,391 from 1 April 2024.

Freelance choreographer engaged per dance work

Rehearsal and production

During the rehearsal and production period agreed in the contract, a monthly salary must be paid as agreed individually.

In addition, for the preparation of the rehearsal and production of dance works lasting more than 45 minutes, a payment corresponding to at least 55% of a basic amount for a freelance director is paid (see the table of basic amounts in sub-clause 11.9.4).

For productions of less than 45 minutes, the basic amount calculated above is reduced by 33.3%.

For productions of less than 20 minutes, the basic amount calculated above is reduced by 50%.

Productions of less than 10 minutes and dance features, arrangements, etc. are reimbursed by individual agreement.

If the preparation time coincides in full or in part with paid rehearsal time, an agreement may be made between the theatre and the choreographer on a reduction in the applicable basic amounts by no more than 50%.

Acquisition of the performance rights

For the acquisition of the performance rights to a dance work, the remuneration is calculated as a percentage of the basic amount for a freelance director, and is at least as follows:

Dance work over 45 minutes

Premiere 65%	Other productions 45%
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For dance works of less than 45 minutes, the basic amount calculated above is reduced by 33.3%.

For dance works of less than 20 minutes, the basic amount calculated above is reduced by 50%.

Dance works of less than 10 minutes and dance features, arrangements, etc. are reimbursed by individual agreement.

If the choreographer does not participate or participates only partially in the rehearsal and production work, a reduction in the basic amount may be agreed. Where appropriate, daily remuneration of at least 1/21 of the agreed monthly salary must also be agreed.

For production assistants, a monthly salary is paid by individual agreement.

For qualification purposes, rehearsal and production at professional theatres is included. For qualification purposes, two productions of less than 20 minutes are deemed equal to one production of more than 20 minutes or one of more than 45 minutes.

Freelance choreographers engaged per play/dance work who have been trained at the School of Dance and Circus at Stockholm University of the Arts or have undergone comparable training must be credited with three productions and therefore receive a basic amount equivalent to that for a fourth production.

Comment

The employer and the individual choreographer may make an individual agreement on licensing during a licence period. In these cases, derogations from the payments in this clause may be made.

Other choreographic work

From the first production, minimum payments are made as follows:

SEK 2,925 per day from 1 April 2023.

SEK 3,016 per day from 1 April 2024.

After 15 full-evening productions or 450 days of employment as a choreographer (total time at a professional theatre), minimum payments are made as follows:

SEK 4,289 per day from 1 April 2023.

SEK 4,422 per day from 1 April 2024.

In the case of employment for more than fifteen working days on a production, the parties may negotiate a monthly salary of at least fifteen times the above-mentioned amounts.

After the first production, there should be a natural increase in remuneration.

The fee includes preparation, rehearsal and production, as well as performance rights.

Other choreographic work for which preparation and copyright are of no or minor importance is remunerated by individual agreement.

If other choreographic work is carried out by another employee, these provisions do not apply.

Comment

The employer and the individual choreographer may make an individual agreement on licensing during a licence period. In these cases, derogations from the payments in this clause may be made.

Other employee engaged as choreographer

If an actor or other employee is employed as a choreographer, they will receive an individually agreed increase in salary during the rehearsal period.

In addition, before the day of the production meeting, they should be completely released from their ordinary duties for an agreed preparation period, which for a full evening performance (play exceeding 1.5 hours) amounts to a total of three months (for a play exceeding 45

minutes two months and for a play of 45 minutes or less one month). If this cannot be done, a basic amount must be paid. If they are only partially released, the basic amount must be reduced proportionally.

If, during the rehearsal period, they participate in a performance or rehearsal of another play, the daily rate is 1/25 of the ordinary monthly salary.

In the case of minor commitments and where the purpose of the assignment is to provide an opportunity for the development of the employee's skills, a deviation from the above-mentioned remuneration may be agreed. The local trade union must be notified of any such agreement.

11.9.6 Set and costume designers

For set and costume designers who trained at a public higher education institution or Stockholm Academy of Dramatic Arts or have five years of professional theatre experience, the minimum salary is:

SEK 28,866 per month from 1 April 2023.

SEK 29,761 per month from 1 April 2024.

Poster design, etc.

The agreed monthly salary does not include remuneration for the design of posters and other printed matter unless this has been agreed.

Freelance set and costume designers engaged per play

In determining the basic amount, an overall assessment must be made and factors such as the scope of the work and the skills and experience of the freelance set/costume designer, the special nature of the production, the number of set designs, the number of costumes per performer, the nature and number of costume designs must be taken into account. When

determining the amount of remuneration, co-production with other theatres must also be taken into account (for example remuneration for the work and time needed to adapt the work to several stages and ensembles).

Freelance set and costume designers engaged per play must, with the exception of minor engagements, features and arrangements, be entitled to remuneration of at least:

A Set design including costume:

Qualification requirement for step 2: Seven productions at a professional theatre.

Qualification requirement for step 3: Fourteen productions at a professional theatre.

Step 1

SEK 86,246 from 1 April 2023.

SEK 88,920 from 1 April 2024.

Step 2

SEK 111,072 from 1 April 2023.

SEK 114,515 from 1 April 2024.

Step 3

SEK 137,208 from 1 April 2023.

SEK 141,461 from 1 April 2024.

For productions with fewer than 25 participants, the basic amount is reduced by 15%.

For productions with fewer than 11 participants, the basic amount is reduced by 30%.

B Set design excluding costume and costume only:

Qualification requirement for step 2: Seven productions at a professional theatre.

Qualification requirement for step 3: Fourteen productions at a professional theatre.

Step 1

SEK 43,558 from 1 April 2023.

SEK 44,908 from 1 April 2024.

Step 2

SEK 55,535 from 1 April 2023.

SEK 57,257 from 1 April 2024.

Step 3

SEK 68,603 from 1 April 2023.

SEK 70,730 from 1 April 2024.

For those who have no experience at all in the profession, the amount under step 1 may be reduced.

Comment

The employer and the individual originator may make an individual agreement on licensing during a licence period. In these cases, derogations from the above payments may be made.

In addition, an agreement must be made on the number of working days at the theatre, after delivery of sketches and models, and the remuneration for these working days.

For set design including costumes, such remuneration must be paid at an amount equivalent to at least two months' salary as agreed individually.

For set design excluding costumes or costumes only, such remuneration must be paid at an amount equivalent to at least 1.5 months' salary as agreed individually.

For time spent at the theatre beyond the agreed time, daily remuneration of 1/21 of the agreed monthly salary is paid.

The remuneration in sub-clauses 11.9.4–11.9.6 does not include remuneration for the design of posters and other printed matter unless this has been agreed separately.

For set design and/or costume design tasks relating to minor engagements, a deviation from the above-mentioned remuneration may be agreed.

Features and arrangements are reimbursed by individual agreement.

For qualification purposes, production at professional theatres is included.

Freelance set designers and freelance designers engaged per play/dance work who trained at Stockholm Academy of Dramatic Arts or a comparable school must be credited with three productions.

Other employee engaged as set/costume designer

If another employee is hired as set and/or costume designer, they must have a salary increase agreed individually for the part of the production time that occurs after delivery of sketches and models. For set design including costumes, at least two months; for set design excluding costumes or for costumes only, at least one and a half months.

In addition, prior to delivery of sketches and models, they should be completely released from their ordinary duties for an agreed preparation period, which normally amounts to a total of two months. If this cannot be done, a basic amount must be paid as per the table of basic amounts in sub-clause 11.9.4. If they are only partially released, the basic amount must be reduced proportionally.

If a permanently employed director is responsible for set and/or costume design in their own production, an individual agreement is made.

In the case of minor commitments and where the purpose of the assignment is to provide an opportunity for the development of the employee's skills, a deviation from the above-mentioned remuneration may be agreed. The local trade union must be notified of any such agreement.

11.9.7 Sound, lighting, makeup and video designers

For a lighting, sound, makeup or video designer who trained at a public institute of higher education or Stockholm University of the Arts or has five years of professional theatre experience, the minimum salary is:

SEK 28,866 per month from 1 April 2023.

SEK 29,761 per month from 1 April 2024.

Designers engaged per play

In assessing the work of the designer and determining the remuneration,

an overall assessment must be made and factors such as the scope of the production and the designer's skills and experience must be taken into account. When determining the amount of remuneration, co-production with other theatres must also be taken into account (for example remuneration for the work and time needed to adapt the work to several stages and ensembles).

From the first production, the designer is entitled to remuneration of a minimum of:

SEK 2,925 per day from 1 April 2023.

SEK 3,016 per day from 1 April 2024.

After 15 full-evening productions or 450 days of employment as a designer (total time at a professional theatre), the designer is entitled to minimum payments as follows:
SEK 4,289 per day from 1 April 2023.
SEK 4,422 per day from 1 April 2024.

The amounts include remuneration for preparation, implementation and copyright.

For employment in a production for more than 15 working days, an individual agreement is made.

Other design work for which preparation and copyright are of no or minor importance is remunerated by individual agreement.

These provisions do not apply when design work is carried out by another employee.

Comment

The employer and the individual designer may make an individual agreement on licensing during a licence period. In these cases, derogations from the above payments may be made.

11.9.8 Premiere postponed, extra rehearsals

For freelance directors, choreographers, set designers, costume designers, sound, lighting, makeup and video designers engaged per play, the date of the premiere must be specified in their contract. Remuneration for postponement of a premiere not caused by the employee is paid per day worked at the daily rate calculated on the basis of the agreed monthly salary, increased by 50%; otherwise, the daily rate for permanent employees, increased by 50%.

Work not agreed in the original contract, necessitated by the resumption of the performance after a long break, the transfer of the performance to another stage or to touring conditions, as well as other new rehearsals or changes and the like are subject to remuneration by separate agreement, but at the minimum daily rate as above.

Where assignments coincide, individual agreements on remuneration must be made.

11.10 Leave of absence

Artistic staff in category 2 a are entitled to leave of absence comprising a full performance year. The leave of absence must be requested as early as possible, but no later than 1 December for the following performance year, and may be extended no more than twice in succession, for one performance year at a time. If the person on leave of absence obtains permanent employment with another employer, the right to further leave of absence after the leave already granted lapses. Permanent employment does not mean probationary employment.

Temporary leave of absence for a shorter period may be granted in accordance with current practice.

Note to the minutes

If the number of applications for leave of absence jeopardises the theatre's operations, the theatre may request a reduction in the number of leaves of absence in local negotiations.

11.11 Rules relating to long-term contracts

Long-term contracts are complementary to permanent employment contracts. The minimum number of permanent employees in category 2 a and the guidelines for the number of long-term contracts at each theatre are determined in local negotiations in relation to the Swedish Employment (Co-determination in the Workplace) Act. If the parties cannot agree on the minimum number of permanent employees, the number in force on 1 July 1998 will apply indefinitely.

In addition, at each theatre there is local consultation between the theatre management and representatives of the theatre's artistic staff on the forms and direction of the theatre's ensemble work within the framework of an artistic council or other forms agreed locally.

The parties will review the provision in a working group and report the results by the second half of 2024.

12 Technical staff, category 2b

12.1 Types of employment

12.1.1 Permanent employment

Employment is permanent unless the employer and the employee have agreed that it will be fixed-term as outlined below or as per the Swedish Employment Protection Act.

12.1.2 Fixed-term employment

Employment as a substitute

The employment must be as a substitute, for example due to illness, training, parental leave or leave of absence as per the Swedish Employment Protection Act, but with the exception of sub-clauses 12.1.3 and 12.1.4 below.

Probationary employment

A probationary period may be agreed between the employer and the employee in accordance with the Swedish Employment Protection Act.

Contractual fixed-term employment

The employment is for a fixed term.

Seasonal employment

The employer may agree on seasonal employment as per the Swedish Employment Protection Act.

Employment per play (play contract), applies to prompters and makeup artists

Prompters and makeup artists may also be engaged per play under the conditions set out below under sub-clause 12.8.1 Comment 2.

Comment

The parties agree that the listed types of employment meet the industry's need for continuity and flexibility. If the Swedish Employment Protection Act is amended, the parties must enter into negotiations on the necessary adjustments.

12.1.3 Conversion rule for employment as a substitute and fixed-term contracts.

Employment as a substitute or a fixed-term contract becomes permanent employment when an employee has been employed as a substitute and/or under a fixed-term contract for a total of more than 36 months over a five-year period.

For those who have reached the age specified in Section 32a of the Swedish Employment Protection Act, fixed-term employment does not become permanent employment.

Transitional provisions

For employment contracts entered into before 1 July 2023, the old conversion rules will continue to apply for general fixed-term employment and employment as a substitute.

With regard to fixed-term contracts and employment as a substitute under sub-clause 12.1.2, the following special rules apply to the calculation of the period of employment for conversion to permanent employment.

The period of employment as a substitute and in general fixed-term employment entered into under older rules is included in the total period of employment when converted under sub-clause 12.1.3 as far as the period of employment from 1 January 2023 is concerned.

12.1.4 Preferential rights

Section 25 of the Swedish Employment Protection Act applies to an employee employed as a substitute or on a fixed-term contract who, due to a lack of work, does not continue to be employed.

Such preferential rights apply from one month before the termination of the employment as a substitute or fixed-term contract and subsequently for as long as the Swedish Employment Protection Act provides.

The preferential rules in the Swedish Employment Protection Act apply in other respects.

12.2 List of fixed-term employment contracts

During the performance year, the employer must notify the local branch of the Swedish Union for Performing Arts and Film of any fixed-term employment contracts as soon as

possible. Notification is not required if the term of employment is no more than one month.

12.3 Termination of permanent employment

12.3.1 Termination by the employer

When terminating the employment of a permanent employee, the employer must observe a notice period of one month.

If, at the time of termination, the employee has been employed by the employer for the past six months or for a total of at least twelve months during the past two years, the employer must observe a notice period of:

two months if the employee has reached the age of				25
three	"	"	"	30
four	"	"	"	35
five	"	"	"	40
six	"	"	"	45

Note to the minutes

If an employee whose employment has been terminated because of lack of work has reached 55 years of age at the time of the notice of termination and at that time has been employed for an uninterrupted period of no less than 10 years, the notice period under this Agreement must be extended by six months.

Comment

In the event of termination for personal reasons, Chapter 3, Clauses 2–7, of the Main Agreement between the Swedish Performing Arts Association and PTK applies (excerpts from the Main Agreement may be found in Appendix 9).

12.3.2 Termination by the employee

When terminating their employment, an employee must observe a notice period of one month.

If, at the time of termination, the employee has been employed by the employer for the past six months in a row and is also at least 30 years of age, they must observe a notice period of two months.

If, at the time of termination, the employee has been employed by the employer for the past six years in a row and is also at least 30 years of age, they must observe a notice period of three months.

For technical staff with performance-related activities, the period of notice given by the employee is two months if they are at least 25 years of age and three months if they are at least 30 years of age.

An employee who fails to observe the notice period loses their accrued salary and annual leave paid in cash, up to a maximum amount equal to the salary for the part of the notice period not observed.

12.3.3 Termination of employment on reaching the age given in Section 32a of the Swedish Employment Protection Act

Irrespective of any previous notice period, the following applies to employees reaching the age* specified in Section 32a of the Swedish Employment Protection Act.

If the employer or the employee wants the employment to end at the end of the month in which the employee reaches the age specified in Section 32a of the Swedish Employment Protection Act, the employer or the employee must give written notice of this at least two months before the employment is to end.

After the employee has reached the age specified in Section 32a of the Swedish Employment Protection Act, employment ends two months after written notice has been given.

If an employee begins employment with the company after having reached the age specified in Section 32a of the Swedish Employment Protection Act, the employment is terminated with notice in the same way as above.

*68 years of age from 1 January 2020, 69 years of age from 1 January 2023.

Note to the minutes 1

Employers may allow employment to be terminated without the employee observing the applicable notice period.

Note to the minutes 2

Notice does not need to be given to the trade union in connection with the termination of employment on reaching the age specified in Section 32a of the Swedish Employment Protection Act. There is no right of discussion. However, it is normally appropriate to raise the issue of termination of employment with the employee concerned before giving notice as described above.

12.4 Termination of fixed-term employment, etc.

For fixed-term employees, employment ends at the end of the contract term, unless an extension has been agreed.

12.5 Order of priority for termination

Chapter 3, Clauses 8–10, of the Main Agreement between the Swedish Performing Arts Association and PTK applies to order of priority (excerpts from the Main Agreement may be found in Appendix 9).

The parties agree that staff category 2b consists of five priority groups as follows.

- A group for performance-related technology, including managers and supervisors

- A group for production technology, including managers and supervisors
- A group for property and office services
- A group for other service work, and
- A group for restaurant and catering

Comment

In light of the Swedish Performing Arts Association's request for restrictions on preferential rights for staff category 2b, the parties note that Section 2 b of the Swedish Employment Protection Act allows the local parties to decide in a local collective agreement on the issue of, among other things, preferential rights and the conversion rule for fixed-term employment.

12.6 Termination of probationary employment

Probationary employment ends two weeks after written notification. If a probationary employee is notified, the local branch of the Swedish Union for Performing Arts and Film must be notified at the same time.

12.7 Special conditions for makeup artists

Freelance makeup artists should be engaged so that meaningful consultation is possible between the makeup artist and the artistic management of the production.

When engaging a freelance makeup artist, the extent to which there is a need for post-premiere follow-up on makeup should be considered.

Where makeup is a dominant feature of posters or other advertising material, the name of the makeup artist should be indicated.

If necessary, the makeup artist should be informed of the timing of photography and given the opportunity to be consulted on the selection of photographs for publication.

Institutions should allocate the necessary time for makeup tests for actors.

12.8 Salaries

12.8.1 Salaries for technical staff

The minimum salary amounts to:

SEK 21,344 from 1 April 2023.

SEK 22,006 from 1 April 2024.

For employees with at least five years of professional experience, the minimum salary is:

SEK 24,194 from 1 April 2023.

SEK 24,944 from 1 April 2024.

The minimum salary for employees with at least three years' university education relevant to their profession or five years' relevant professional experience is:

SEK 27,556 from 1 April 2023.

SEK 28,410 from 1 April 2024.

Short contractual fixed-term employment

For contractual fixed-term employment of less than 1 year, the minimum salary is:

For employees with less than 5 years of professional experience:

SEK 21,994 from 1 April 2023.

SEK 22,994 from 1 April 2024.

For employees with at least five years of professional experience

SEK 24,844 from 1 April 2023.

SEK 25,844 from 1 April 2024.

Comment

- 1. The working hours regulations for actors employed for the performance year apply to prompters.*
- 2. Prompters and makeup artists engaged per play for a period of fewer than seven days receive remuneration at the minimum daily salary of a permanent employee increased by 50%.*
- 3. Telephonists, receptionists and ticket sellers are administrative service staff.*

12.8.2 Paid per hour

Intermittently engaged staff may be paid per hour in accordance with current practice. This applies, for example, to doormen, cloakroom attendants, costume and laundry staff, bar and kitchen staff, dressers, extra stage technicians and stagehands, ticket sellers, etc.

The minimum hourly rate of pay for such staff is 1/167 of the minimum monthly salary for technical staff without the required training or professional experience, with contractual fixed-term employment of less than 1 year.

For employees paid monthly with reduced working hours, the salary is reduced accordingly.

12.8.3 Salary supplements

Set changes

The duties of the stage crew include changing the set with the curtain open. However, the remuneration per performance will be SEK 44.10 from 1 April 2023 and SEK 45.50 from 1 April 2024 when working in costume and makeup related to the style and setting of the play. Cloaks or protective clothes worn to conceal the stage crew are not deemed eligible costumes.

Working as an extra

Extras requested and rehearsed by the director are remunerated per performance at a rate of SEK 135.30 from 1 April 2023 and SEK 139.50 from 1 April 2024 if this takes place during ordinary working hours.

12.8.4 Notification of cancellation of employment of intermittently engaged staff

Work ordered and then cancelled must be remunerated as follows:

Notification made later than (*) before the planned appearance	Remuneration according to planned working hours
*3 days	100%
*7 days	75%
*14 days	50%

Notification of cancellation of employment must be given no later than 22:00 for such notification to be deemed to have been made on that day.

The employee is deemed to have read the correspondence posted on the theatre's notice boards. The employer may also have additional or different procedures for this type of information management.

13 Administrative staff, category 2c

13.1 Types of employment

13.1.1 Permanent employment

Employment is permanent unless the employer and the employee have agreed that it will be fixed-term as outlined below or as per the Swedish Employment Protection Act.

13.1.2 Fixed-term employment

Employment as a substitute

The employment must be as a substitute, for example due to illness, training, parental leave or leave of absence as per the Swedish Employment Protection Act, but with the exception of sub-clauses 13.1.3 and 13.1.4 below.

Probationary employment

A probationary period may be agreed between the employer and the employee in accordance with the Swedish Employment Protection Act.

Contractual fixed-term employment

The employment is for a fixed term.

Seasonal employment

The employer may agree on seasonal employment as per the Swedish Employment Protection Act.

Comment

The parties agree that the listed types of employment meet the industry's need for continuity and flexibility. If the Swedish Employment Protection Act is amended, the parties must enter into negotiations on the necessary adjustments.

13.1.3 Conversion rule for employment as a substitute and fixed-term contracts.

Employment as a substitute or a fixed-term contract becomes permanent employment when an employee has been employed as a substitute and/or under a fixed-term contract for a total of more than 36 months over a five-year period.

For those who have reached the age specified in Section 32a of the Swedish Employment Protection Act, fixed-term employment does not become permanent employment.

Transitional provisions

For employment contracts entered into before 1 July 2023, the old conversion rules will continue to apply for general fixed-term employment and employment as a substitute.

With regard to fixed-term contracts and employment as a substitute under sub-clause 13.1.2, the following special rules apply to the calculation of the period of employment for conversion to permanent employment.

The period of employment as a substitute and in general fixed-term employment entered into under older rules is included in the total period of employment in connection with conversion under sub-clause 13.1.3 as far as the period of employment from 1 January 2023 is concerned.

13.1.4 Preferential rights

Section 25 of the Swedish Employment Protection Act applies to an employee employed as a substitute or on a fixed-term contract who, due to a lack of work, does not continue to be employed.

Such preferential rights apply from one month before the termination of the employment as a substitute or fixed-term contract and subsequently for as long as the Swedish Employment Protection Act provides.

The preferential rules in the Swedish Employment Protection Act apply in other respects.

13.2 List of fixed-term employment contracts

During the performance year, the employer must notify the local branches of the Swedish Union for Performing Arts and Film and the Swedish University Graduate Unions of any fixed-term employment contracts as soon as possible. Notification is not required if the term of employment is no more than one month.

13.3 Termination of permanent employment

13.3.1 Termination by the employer

When terminating the employment of a permanent employee, the employer must observe a notice period of one month.

If, at the time of termination, the employee has been employed by the employer for the past six months or for a total of at least twelve months during the past two years, the employer must observe a notice period of:

two months if the employee has reached the age of				25
three	"	"	"	30
four	"	"	"	35
five	"	"	"	40
six	"	"	"	45

Note to the minutes

If an employee whose employment has been terminated because of lack of work has reached 55 years of age at the time of the notice of termination and at that time has been employed for an uninterrupted period of no less than 10 years, the notice period under this Agreement must be extended by six months.

Comment

In the event of termination for personal reasons, Chapter 3, Clauses 2–7, of the Main Agreement between the Swedish Performing Arts Association and PTK applies (excerpts from the Main Agreement may be found in Appendix 9).

13.3.2 Termination by the employee

When terminating their employment, an employee must observe a notice period of one month.

If, at the time of termination, the employee has been employed by the employer for the past six months in a row and is also at least 30 years of age, they must observe a notice period of two months.

If, at the time of termination, the employee has been employed by the employer for the past six years in a row and is also at least 30 years of age, they must observe a notice period of three months.

An employee who fails to observe the notice period loses their accrued salary and annual leave paid in cash, up to a maximum amount equal to the salary for the part of the notice period not observed.

13.3.3 Termination of employment on reaching the age given in Section 32a of the Swedish Employment Protection Act

Irrespective of any previous notice period, the following applies to employees reaching the age* specified in Section 32a of the Swedish Employment Protection Act.

If the employer or the employee wants the employment to end at the end of the month in which the employee reaches the age specified in Section 32a of the Swedish Employment Protection Act, the employer or the employee must give written notice of this at least two months before the employment is to end.

After the employee has reached the age specified in Section 32a of the Swedish Employment Protection Act, employment ends two months after written notice has been given.

If an employee begins employment with the company after having reached the age specified in Section 32a of the Swedish Employment Protection Act, the employment is terminated with notice in the same way as above.

*68 years of age from 1 January 2020, 69 years of age from 1 January 2023.

Note to the minutes 1

Employers may allow employment to be terminated without the employee observing the applicable notice period.

Note to the minutes 2

Notice does not need to be given to the trade union in connection with the termination of employment on reaching the age specified in Section 32a of the Swedish Employment Protection Act. There is no right of discussion. However, it is normally appropriate to raise the issue of termination of employment with the employee concerned before giving notice as described above.

13.4 Termination of fixed-term employment, etc.

For fixed-term employees, employment ends at the end of the contract term, unless an extension has been agreed.

13.5 Order of priority for termination

Chapter 3, Clauses 8–10, of the Main Agreement between the Swedish Performing Arts Association and PTK applies to order of priority (excerpts from the Main Agreement may be found in Appendix 9).

The parties agree that staff category 2c is a priority group in connection with protection against employment termination.

13.6 Termination of probationary employment

Probationary employment ends two weeks after written notification. If a probationary employee is notified, the relevant local employee party must be notified at the same time.

13.7 Salaries

13.7.1 Salaries for administrative staff

SEK 21,344 from 1 April 2023.

SEK 22,006 from 1 April 2024.

For employees with at least five years of professional experience, the minimum salary is:

SEK 24,194 from 1 April 2023.

SEK 24,944 from 1 April 2024.

The minimum salary for employees with at least three years' university education relevant to their profession or five years' relevant professional experience is:

SEK 27,556 from 1 April 2023.

SEK 28,410 from 1 April 2024.

Short contractual fixed-term employment

For contractual fixed-term employment of less than 1 year, the minimum salary is:

For employees with less than 5 years of professional experience:
SEK 21,994 from 1 April 2023.
SEK 22,994 from 1 April 2024.

For employees with at least five years of professional experience
SEK 24,844 from 1 April 2023.
SEK 25,844 from 1 April 2024.

Comment

Telephonists, receptionists and ticket sellers are administrative service staff.

13.7.2 Paid per hour

Intermittently engaged staff may be paid per hour in accordance with current practice. This applies, for example, to doormen, cloakroom attendants, costume and laundry staff, bar and kitchen staff, dressers, extra stage technicians and stagehands, ticket sellers, etc.

The minimum hourly rate of pay for such staff is 1/167 of the minimum monthly salary for technical and administrative staff without the required training or professional experience, with contractual fixed-term employment of less than 1 year.

For employees paid monthly with reduced working hours, the salary is reduced accordingly.

13.7.3 Salary supplements

Working as an extra

Extras requested and rehearsed by the director are remunerated per performance at a rate of SEK 135.30 from 1 April 2023 and SEK 139.50 from 1 April 2024 if this takes place during ordinary working hours.

13.7.4 Notification of cancellation of employment of intermittently engaged staff

Work ordered and then cancelled must be remunerated as follows:

Notification made later than (*) before the planned appearance	Remuneration according to planned working hours
*3 days	100%
*7 days	75%
*14 days	50%

Notification of cancellation of employment must be given no later than 22:00 for such notification to be deemed to have been made on that day.

The employee is deemed to have read the correspondence posted on the theatre's notice boards. The theatre may also have additional or different procedures for this type of information management.

APPENDICES

Appendix 1a Members of the Swedish Performing Arts Association who are covered by the Agreement

AB Regionteatern Blekinge-Kronoberg
 Angereds Teater
 Bibu – nationell scenkonstbiennial för barn och unga AB
 Borås Municipality (Borås Stadsteater)*
 Byteatern
 Cirkör AB
 Finska Kulturföreningen i Sverige
 Folkoperan AB
 Folkteatern Västra Götaland AB
 Giron sámi teáhter
 Gottsunda Teater
 Göteborgs Stadsteater AB
 GöteborgsOperan AB
 Helsingborg Arena och Scen AB
 The non-profit association Länsteatern på Gotland
 The Västmanlands Teater local federation
 Kulturhuset Stadsteatern AB
 Kungliga Dramatiska Teatern AB
 Kungliga Operan AB
 Länsteatern i Örebro AB
 Malmö Opera och Musikteater AB
 Malmö Stadsteater AB
 Norrlandsoperan Aktiebolag
 Nya Västana Teater
 Oktoberteatern, cooperative association
 Orienteatern AB
 Region Jämtland/Härjedalen (Estrad Norr)*
 Region Jönköpings län (Smålands Musik och Teater)*
 Region Sörmland (Scenkonst Sörmland)*
 Regionteater Väst AB
 The national organisation Folkets Hus och Parker
 Riksteatern
 Scenkonst Västernorrland AB
 Scenkonst Öst AB
 Skånes Dansteater AB
 Stiftelsen Dansens Hus
 Stiftelsen Drottningholms Slottsteater
 Stiftelsen Folkteatern i Gävleborg
 Stiftelsen Länsteatern i Dalarna
 Stiftelsen Moomsteatern
 Stiftelsen Norrbottensteatern
 Stiftelsen Strindbergsmuséet
 Stiftelsen Ulriksdals Slottsteater (Confidencen)
 Stiftelsen Värmlandsoperan

TA Teateralliansen AB (office)
Teater Halland AB
Unga Klara AB
Uppsala municipality (Reginateatern)*
Uppsala Stadsteater AB
Västerbottensteatern AB
Ystad teateraktiebolag

* *Operated as an administration.*

The legal name of the organisation is given, and the operational name in brackets

Appendix 1b Members of the Swedish Performing Arts Association who are covered by the Agreement for certain technical staff

The following members of the Swedish Performing Arts Association are covered by the parts of the Agreement that apply to the following staff: prop makers, bar and kitchen staff, BAS technicians, lighting workers, drivers, property staff, cloakroom attendants, craftsmen (e.g. carpenters, tailors, seamstresses, upholsterers, electricians, blacksmiths), concert/orchestra porters, costume staff, cleaners, storekeepers, porters, dressers, stagehands, stage technicians with special skills who have been promoted to theatre technician, theatre technicians with special skills and knowledge, laundry staff, doormen

Blåsmusik i Väst, cooperative association
 Gävle Municipality (Gävle Konserthus and Gävle Symfoniorkester)*
 Göteborgs Symfoniker AB
 The non-profit association Stockholms Läns Blåsarsymfoniker
 Kalmar Läns Musikstiftelse
 The local federation Norrlands Nätverk för Musikteater och Dans (NMD)
 The local federation Västmanlandsmusiken
 Länsmusiken i Örebro AB
 Malmö Live Konserthus AB
 Musik i Syd AB
 Region Blekinge (Musik i Blekinge)*
 Region Gävleborg (Kultur Gävleborg)*
 Region Halland (Kultur i Halland)*
 Region Norrbotten (Norrbottnensmusiken)*
 Regional Musikverksamhet Gotlands Musikstiftelse
 Stiftelsen Musik i Dalarna
 Stiftelsen Musik i Uppland
 Stiftelsen Östgötamusiken
 Stockholms Konserthusstiftelse
 Sweden Festivals
 Vara Konserthus AB
 Västra Götaland Region (Cultural Development Department)*

* Operated as an administration.

The legal name of the organisation is given, and the operational name in brackets

Appendix 2 Staff categories represented by the Swedish Union for Performing Arts and Film/Swedish University Graduate Unions*

Staff categories represented by the Swedish Union for Performing Arts and Film

a) Artistic staff

Ballet master
 Ballet teacher
 Ballet coach
 Circus artist
 Dancers
 Dramaturge
 Artistic director
 Choreographer
 Costume designer
 Sound designer
 Lighting designer
 Makeup designer
 Musical artist
 Assistant director
 Director
 Set designer
 Actor
 Singer
 Video designer

The artistic director is an artistic staff member as the artistic director is not exempt from the scope of the collective agreement by virtue of sub-clause 1.2 of the Publicly Owned Theatre Agreement (exemption for employees in managerial or equivalent positions).

Comment 1

Ballet masters, ballet coaches and ballet teachers employed before 30 June 2004 under the rules applicable to professional category 2b continue to be covered by those rules on a transitional basis for as long as they remain in the employment of the employer concerned.

Comment 2

Sound, lighting, makeup and video designers are included in category 2a from 1 November 2020. The amendment applies to employment contracts entered into on or after that date. It is noted that freelance lighting designers were already in staff category 2a.

b) Technical staff

- Performance-related technology, including managers and supervisors
(For example: sound, lighting, makeup, stage design, stage manager, prompter, etc.)
- Production technology including managers and supervisors
(For example: carpentry, tailoring, prop making, painting, etc.)
- Property and office services
(For example: caretaker, property manager, cleaner, etc.)
- Other service work
(For example: cloakroom attendant, foyer host, etc.)
- Restaurant and catering

Staff categories represented by the Swedish Union for Performing Arts and Film and the Swedish University Graduate Unions*

c) Administrative staff, including in the fields of

- Finance
- IT
- Human resources
- Production management and planning
- Marketing and sales
- Library
- Exhibition production
- Educational work

The Swedish University Graduate Unions include: The Union for Professionals (Akademikerförbundet SSR), AKAVIA, the DIK Association, the Swedish Association of Physiotherapists, the Swedish Association of Professional Scientists, SRAT, the Swedish Association of Occupational Therapists, the Swedish Pharmacists Association, the Swedish Association of Graduate Engineers, the Swedish Psychological Association, the Swedish Association of School Leaders, the Swedish Association of University Teachers and Researchers and the Swedish Veterinary Association.

The associations act as *one* party locally and centrally. The local employee party in this Agreement is called the graduates' association.

Appendix 3 List of other collective agreements between the Swedish Performing Arts Association and the Swedish Union for Performing Arts and Film and the Swedish University Graduate Unions

Working environment agreement for the joint collective agreement areas of theatre, dance and music and general advice for local working environment management, TR (now the Swedish Performing Arts Association), PTK and the Swedish Musicians' Union, 15 March 2001

Main Agreement between the Swedish Performing Arts Association and PTK, 1 October 2022

Transition agreement between the Employers' Alliance, PTK and the Swedish Performing Arts Association, 1 October 2022 (TRS)

Performing arts transition and career change agreement between the Swedish Performing Arts Association, the Swedish Union for Performing Arts and Film and the Swedish Union of Professional Musicians, 1 January 2015 (SOK)

Agreement on employee consultants between the National Union of Theatres (now the Swedish Performing Arts Association) and PTK, basic agreement 1 October 1996, revised 1 July 2020

Skills development agreement between the Swedish Performing Arts Association and the Swedish Union for Performing Arts and Film and the Swedish University Graduate Unions

Agreement on ITP occupational pension, 1 January 2015

Agreement on flexpension in performing arts companies between the Swedish Performing Arts Association, the Swedish Union for Performing Arts and Film, the Swedish Union of Professional Musicians, the Swedish University Graduate Unions and Unionen, 2 May 2017

Agreement between the Swedish Performing Arts Association and the Swedish Union for Performing Arts and Film on joint salary statistics, 1 July 2010

Agreement on Council for Gender Equality and Equal Treatment Issues between the Swedish Performing Arts Association and the Swedish Union for Performing Arts and Film and the Swedish University Graduate Unions, basic agreement 1 July 2010, revised 1 November 2020

Appendix 4 Cooperation agreement

1. Introduction

The parties cooperate in overall and day-to-day operations through ongoing dialogue between the employer's various representatives and the trade union concerned, in cooperative working groups or through negotiation as per the Swedish Employment (Co-determination in the Workplace) Act. Cooperation in day-to-day operations also involves ongoing dialogue between employees and their immediate managers.

The aim of the agreement is to create forms of cooperation between the employer and the local trade union and to make this cooperation a natural part of ongoing operations. This requires, among other things, good planning with regard to the planning horizon of the institutions. Cooperation is based on mutual accountability, and the knowledge and experience of the parties is a unique resource.

The agreement does not replace the existing Working Environment Agreement between the parties or the agreement on the artistic council.

2. Cooperation

Employees are represented by their respective trade unions. The forms of cooperation between the local parties must be adapted to the size of the institution and the way in which its operations are organised. It is a joint responsibility of the parties to establish effective forms of cooperation. Cooperation must always be a natural part of the decision-making process.

2.1 Scope

Co-determination according to the rules in Sections 11, 12, 14, 19 and 38 of the Swedish Employment (Co-determination in the Workplace) Act is exercised within the framework of the local cooperative working group(s). If a particular issue or matter has been dealt with by the local cooperative working group, the parties have thus fulfilled their obligation to provide information/conduct local negotiations in accordance with the Swedish Employment (Co-determination in the Workplace) Act or the current negotiation procedure.

If a local party considers that a matter is not suitable for discussion in the cooperative working group, this must be communicated as soon as possible and the negotiation rules as per the Swedish Employment (Co-determination in the Workplace) Act apply.

The parties agree that priority of interpretation under Section 34 of the Swedish Employment (Co-determination in the Workplace) Act may only be exercised by the central employee organisation.

2.2 Areas of cooperation

The ongoing obligation to provide information under Section 19 of the Swedish Employment (Co-determination in the Workplace) Act is met within the framework of cooperation. Areas of cooperation under this Agreement include

- operations and finance (not casting or repertoire issues)
- staff policy and skills development
- organisation of work – working hours
- gender equality
- diversity issues
- health and safety issues (traditionally dealt with by the safety committee)
- electronic network issues

The local parties may also agree on other areas for cooperation. Cooperation must be a natural part of the decision-making process.

2.3 Local cooperation agreement

Local cooperation must be designed according to the conditions prevailing in each workplace and within the cooperative working group(s) set up by the parties. The local parties must therefore, on the basis of this Agreement, make a local cooperation agreement on the forms of cooperation. In the local cooperation agreement, the parties must agree on the areas of cooperation, the composition of the cooperative working group and the frequency with which the group will meet. Local cooperation must include planning and working hours issues.

If possible, the meetings with the cooperative working group should be scheduled at least 14 days in advance.

2.4 Formalities

The parties must be given reasonable time for internal consideration.

If the local parties do not agree otherwise, notice of cooperative working group meetings must be sent out at least seven days before the meeting, with the issues to be discussed and other documents.

Minutes must be kept of the meetings of the cooperative working group. The minutes must be verified by both parties. The minutes must clearly show any differences of opinion.

3. Disagreement on a cooperation issue

If there is disagreement between the employer and the local union in the cooperative working group on a cooperation issue for which there is a primary obligation to negotiate, central negotiations must be requested as soon as possible and at the latest within 7 days of the conclusion of the cooperative working group meeting/negotiations in the cooperative working group.

Negotiations are deemed concluded in accordance with the provisions of Section 16 of the Swedish Employment (Co-determination in the Workplace) Act (negotiations are normally deemed concluded when the party which has fulfilled its obligation to negotiate has given the other party written notice that it is withdrawing from the negotiations).

3.1 Negotiation procedure for legal disputes

In the event of a dispute concerning the interpretation or application of this Agreement or of a local cooperation agreement, the negotiating procedure applicable between the parties is applied. The same applies to other disputes between the parties or their members concerning working conditions or their relationship in general.

4. Employee consultant

The employee organisation has the right to hire an employee consultant as per the agreement between the National Union of Theatres (now the Swedish Performing Arts Association) and PTK and the Swedish Musicians' Union.

5. Union representative

The employer must be informed in writing of the persons appointed as union representatives by the local trade union.

The planning of the institution's activities must take into account the needs of trade union representatives for leave. The extent of the leave must be agreed by consultation, taking into account in particular the need for consideration and preparation time for discussion of the matter in question.

The Swedish Trade Union Representatives (Status at the Workplace) Act (1974:358) applies to members of the cooperative working group.

The parties acknowledge that trade union work is important for the development of performing arts institutions. The parties will work together to create good conditions for local cooperation, with the aim of improving the quality of local trade union work, cooperation issues and, by extension, the development of operations. The parties have a joint responsibility to ensure that trade union work can be carried out by everyone, regardless of their type of employment.

6. The central parties' undertakings

The central parties agree to strive for well-functioning local cooperation. This may be done through specific information activities, but also, for example, through joint local or central seminars on cooperation. The central parties should, if possible, have an early dialogue in case it comes to the attention of either party that a local climate of cooperation is drastically deteriorating.

7. Term

The Agreement applies on the same terms as the National Agreement.

Appendix 5 Travel agreement

Between the Swedish Performing Arts Association, the Swedish Union for Performing Arts and Film and the Swedish University Graduate Unions

(applies from 1 July 2023)

§ 1 Scope of the Agreement

The Agreement applies to work-related travel within Sweden for salaried employees employed by employers affiliated to the Swedish Performing Arts Association, with the exception of the SR Group.

§ 2 Definitions

Work-related travel and other terms related to the conditions for subsistence allowances and travel allowances are defined by the Swedish Tax Agency.

§ 3 Basic provisions

The salaried employee is entitled to reimbursement of travel expenses and a travel time allowance for work-related travel. For work-related travel outside the usual place of work that involves an overnight stay, a salaried employee is entitled to a subsistence allowance and a travel allowance. For work-related travel outside the usual place of work that does not involve an overnight stay, a travel allowance is paid.

§ 4 Reimbursement of travel expenses, etc.

1 Choice of means of transport

The salaried employee must obtain the employer's approval when choosing the means of transport.

2 Reimbursement of travel expenses for travel by train, boat, bus or plane

If the employer has not provided a ticket, the actual cost of a ticket for train travel, including sleeper, and for boat, bus and air travel, will be paid on presentation of the ticket used.

When choosing a travel ticket, the most appropriate option should be chosen according to the circumstances of the work-related travel.

3 Reimbursement of travel expenses for travel by own car

Where travel by own car has been agreed, the salaried employee is reimbursed in accordance with the rules of the Swedish Tax Agency in force from time to time, plus an additional allowance in accordance with Appendix 1, unless agreed otherwise by the local parties.

4

If there is no public transport, or if the journey is made by motorcycle or other means, reimbursement is paid by agreement.

5 Exceptions from 2-4

The travel expenses reimbursement referred to in 2–4 is not payable where the employer has provided a monthly or annual travel pass or similar at no cost to the salaried employee.

6 Travel time allowance

Travel time allowance is paid in accordance with the agreement on general terms and conditions of employment.

7 Accommodation expenses

If a work-related trip involves overnight accommodation, the salaried employee is reimbursed for verified accommodation expenses. If the expenses significantly exceed local prices, the employer has the right to adjust the amount reimbursed.

§ 5 Subsistence allowance and travel allowance

1 Subsistence allowance

Subsistence allowance is paid in accordance with the Swedish Tax Agency's rules for tax-free subsistence allowance in force from time to time.

2 Travel allowance

Travel allowance in accordance with Appendix 2 is paid when subsistence allowance is paid for all or part of a day as per 1 above.

§ 6 Travel allowance for work-related travel without an overnight stay

For work-related travel that does not involve an overnight stay, travel allowance in accordance with Appendix 3 is paid.

Alternatively, the local parties may agree on different remuneration or a different form of remuneration for such work-related travel.

§ 7 Travel advance

Salaried employees are entitled to an advance on the allowance provided for in this Agreement. If the amount of the advance exceeds the amount reported by the salaried employee in their travel claim, they must repay the excess. Any such excess advance may be offset against the salary of the salaried employee in the next payment.

§ 8 Travel claim

A travel claim, signed by the salaried employee, must be submitted to the employer no later than 10 working days after the end of the work-related travel, unless otherwise agreed. The travel claim must contain the information necessary to determine the reimbursement under this Agreement. If the employer provides a special form, this must be used.

Travel tickets, receipts for other travel expenses and receipts for accommodation expenses must be attached.

Appendix 1 to the Travel Agreement

Reimbursement of travel expenses for travel by own car in addition to tax-free reimbursement of expenses for travel by car.

Supplement, SEK/10 km

From	1 July 2023	1 April 2024
For every 10 km	9.00	9.30
For travel in:		
Västernorrland	0.20	0.20
Jämtland	0.20	0.20
Västerbotten	0.30	0.30
Norrbotten	0.30	0.30
For passengers with official business	0.50	0.50

Appendix 2 to the Travel Agreement

Travel allowance in addition to tax-free subsistence allowance.

1 Work-related travel in the first three months

Travel allowance	1 July 2023	1 April 2024
1:1		
Full day	140.00	144.00
1:2		
Day of departure		
a) departure before 12:00	140.00	144.00
a) departure after 12:00	70.00	72.00
1:3		
Day of return		
a) return before 19:00	70.00	72.00
a) return after 19:00	140.00	144.00
1:4		
Night allowance	-	

2 Work-related travel after three months

Travel allowance	1 July 2023	1 April 2024
2:1		
Full day	87.00	90.00
2:2		

Night allowance	-	
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3 Reduction in travel allowance

If the employer provides a meal free of charge, a reduction is made as follows:

	1 July 2023	1 April 2024
For 1:1, 1:2a) and 1:3b)		
Breakfast, lunch and dinner	126.00	130.00
Lunch and dinner	98.00	101.00
Lunch or dinner	49.00	51.00
Breakfast	28.00	29.00
For 1:2b) and 1:3a)		
Breakfast, lunch and dinner	63.00	65.00
Lunch and dinner	49.00	51.00
Lunch or dinner	24.00	25.00
Breakfast	14.00	15.00
For 2:1		
Breakfast, lunch and dinner	78.00	80.00
Lunch and dinner	60.00	62.00
Lunch or dinner	30.00	31.00
Breakfast	17.00	18.00

Appendix 3 to the Travel Agreement

Travel allowance for work-related travel without an overnight stay

1 Travel allowance	1 July 2023	1 April 2024
If the work-related travel lasted for more than 4 hours but no more than 10 hours	90.00	93.00
If the work-related trip lasted for more than 10 hours	180.00	186.00

2 Reduction in travel allowance	1 July 2023	1 April 2024
If the employer provides a meal free of charge, the travel allowance is reduced by:		
Breakfast	35.00	36.00
Lunch	50.00	52.00
Dinner	120.00	124.00
However, by no more than the travel allowance received.		

Appendix 6 Provisions for defined-contribution individual retirement pension (AIP)

The Swedish Performing Arts Association's and PTK's Swedish Performing Arts Association negotiating group (which includes the Swedish Union for Performing Arts and Film, the Swedish Union of Professional Musicians, Ledarna, the Swedish Union of Commercial Salaried Employees and the Swedish University Graduate Unions) have made an agreement on defined-contribution individual retirement pension (AIP).

The agreement is valid in the wording below as from 1 October 2006. The agreement may be terminated by the employer party or the employee party and then ceases to be valid on the 1 January that falls at least six months after the date on which a party received written notice of termination. If the provisions or application of PA 03 or the PISA Ordinance change during the term of the agreement and these changes affect the AIP agreement, the parties must enter into negotiations on any amendments to AIP.

§ 1

The agreement applies to employees of theatre, dance and music institutions who are covered by PA 03 under Ordinance 2003:56 on occupational pension and occupational group life insurance for certain non-governmental employees (the PISA Ordinance). The agreement complements the defined-benefit pension rules in the PISA Ordinance and replaces Chapter 3, Sections 8–12 (defined-contribution retirement pension) of PA 03.

The agreement does not apply to those who, under the transitional provisions for SFS No 2003:56 (the PISA Ordinance), continue to be covered by previous Ordinances SFS No 1991:1427 or SFS No 1987:1060.

§ 2

The employee is credited with ongoing contributions calculated on the basis of the salary paid. The salary paid does not include expense allowances (tax-free or taxable).

Contributions are credited for the following types of leave:

- leave due to illness after the period of sick pay under the Swedish Sick Pay Act (1991:1047) has ended,
 - parental leave, maximum 18 months per child.
- The contribution is calculated on the fixed salary according to PA 03, Section 13(1).

Contributions are also credited for:

- the period during which sickness pension is paid after termination of employment.
- The contribution is calculated on the pensionable pay according to PA 03, Section 15.

§ 3

The employer finances a defined-contribution individual pension (AIP) by paying an annual contribution to Pensionsvalet PV AB (PVAB) for immediate transfer to the insurer of the employee's choice.

The insurance must be occupational pension insurance and otherwise pension insurance as defined by the Swedish Income Tax Act. The actuarial guidelines must be

drafted in a gender-neutral manner. The pension may not be paid out before the age of 55.

For insurance, the employer is the policyholder. For the purposes of entitlement to insurance benefits, each insured person is deemed a policyholder.

§ 4

The employee is credited with a monthly contribution of 4.5% of the salary paid or the pensionable pay as per Clause 2. The pensionable pay is limited to an annual salary of 30 income base amounts under the Income-Based Old Age Pension Act (1998:674).

Contributions are credited as from the month in which the employee reaches the age of 23 until the month before they reach the age of 65 at the latest. For employees who have a lower retirement age under the PISA Ordinance, the provisions of Clause 5 apply.

The contribution must be used for insurance with insurers in accordance with Clause 7 below.

If an employee is credited with an amount of less than SEK 300 in a calendar year, no insurance is formed. The amount set aside is paid instead by the employer as cash salary to the employee after the end of the calendar year.

§ 5

Employees in permanent employment covered by Appendix B of the PISA Ordinance are credited with contributions to AIP for a maximum of three years after retirement age, up to the age of 65. If an employee transfers to employment other than that on which the occupational pension under Appendix B was based, they are entitled, in this employment, to be credited for contributions to AIP in accordance with the provisions of this Agreement.

However, a person in fixed-term employment covered by Appendix B is also entitled to be credited for contributions to AIP under this Agreement when the employment covers a period after retirement age up to the age of 65. The same applies to those who switch from permanent to fixed-term employment after retirement age.

For dancers, contributions to AIP are credited from the month in which the employee reaches the age of 18.

§ 6

In addition to the contribution credited to the employee under Clause 4, the employer may allocate additional contributions to AIP. This is on condition that the employer and the local employee organisations have agreed in a local collective agreement that a waiver of salary or equivalent benefit is instead credited to the employee in the form of an additional contribution to AIP.

The additional contribution may be calculated as a percentage of the salary, as a continuous contribution expressed in SEK or as a lump sum. A lump-sum contribution must apply to benefits already earned.

The details of the additional contribution are laid down in the local agreement.

§ 7

The employee may choose traditional insurance or unit-linked insurance with an insurer with which PVAB has signed an administration agreement on behalf of the parties. The choice may only be for one insurer per calendar year and is valid until a new choice is made. For those who change employer within the AIP area, the choice of insurer also applies in the new employment. They may make a different choice for provisions relating to future calendar years.

Employees who are registered for AIP for the first time must make their choice within the time period specified by PVAB in the selection package that the employee receives. If the employee does not make a choice, KPA Pensionsförsäkring AB is the insurer for a traditional pension insurance policy without repayment cover.

In addition to the provisions of this agreement, the insurance conditions and actuarial guidelines of the relevant insurer apply.

§ 8

The parties have agreed on a special committee (AIP Committee), which will be responsible for interpretation of this agreement and otherwise advise the insurers and PVAB. An employer or employee may request that a matter concerning them be referred to the AIP Committee.

Appendix 7 Trial agreement between the Swedish Performing Arts Association and the Swedish Union for Performing Arts and Film on making works or performances available via electronic media.

1. Right of local parties to make agreements

The members of the Swedish Performing Arts Association and the local branches of the Swedish Union for Performing Arts and Film have the right to regulate the digital availability to the public of performances/productions, including works/performances by participating originators/performers, in local agreements.

2. Regulations in the local agreements

The following issues must be regulated in the local agreements made:

- The categories of participants covered by the agreement (employees and contractors)
- The types of availability regulated in the agreement
- Detailed rules on the scope of availability (exclusivity/non-exclusivity, possible geographical limitations, duration for which are work/performance is available, etc.)
- The remuneration to be paid for availability
- Whether, and if so how, partners' and other external parties' rights to self-promotion are covered
- Accounting and reporting to Teaterförbundets Rättighetsbolag Tromb AB, unless the local parties agree otherwise
- Reference to the negotiating procedure of the current National Agreement
- Information about moral rights
- A note that the local agreements do not set a precedent
- A mutual period of notice of termination of six months
- Whether, and if so how, productions already started or decided on may be made available for a period after the end of the notice period.

3. Right to marketing

Extracts of up to 3 minutes of works, as well as short extracts from rehearsals, may be used without remuneration as information and PR for the performances and for the institution. It is assumed that the material is made available to the public free of charge and that showing the material does not generate income for the institution.

For this purpose, the institution is allowed to select any part of the work, or to edit together selected parts of the work to create a short extract of maximum three minutes.

4. Liaison

The local parties must inform the central parties before local negotiations on agreements begin.

The central parties will support the local parties in the preparation of local agreements, where necessary.

The central parties must jointly evaluate the agreement once a year or as necessary.

5. Relationship of the agreement to other collective agreements

This agreement is without prejudice to pre-existing local agreements containing copyright provisions.

6. Term

The agreement is a trial agreement, valid from 1 January 2021, with a mutual notice period of 6 months. In the event of termination of this agreement, any local agreements must be terminated separately by the terminating party at the same time.

Appendix 8 Placement agreement

The provisions apply to students (cf. the staff categories in the National Agreement) who complete a placement on a defined course of study with a member of the Swedish Performing Arts Association covered by the National Agreement, referred to below as the theatre.

1. Types of placement

1.1 General rules

- A placement is part of the defined course of study and must be designed according to the objectives and the syllabus of the programme.
- Training in the form of a placement in accordance with a defined course of study at a public academy of dramatic arts or other educational institutions that train the professional categories covered by the National Agreement that takes place at a theatre is remunerated solely through student grants.
- A contract in accordance with the placement contract template must be made between the relevant educational institution and the theatre. The contract must specify the duties included in the placement. Students training to be singers, dancers, musical artists, mime artists or actors are normally offered the opportunity to take part in a production. However, placements for performing artistic staff may not normally involve substitute, swing or understudy roles.
- For placements in performing arts professions (for example actors, dancers, musical artists), the number of students on placement per ensemble must be limited to what is reasonable in relation to the number of other members of the ensemble in order to ensure a full placement in a professional environment.
- The student's professional orientation determines the length of the placement period.
- The placement period, including rehearsals and performances, should not be outside term time.
- For work that is not covered by this agreement (for example, rehearsal work outside term time), the National Agreement's remuneration rules apply where appropriate. For example, if the student on placement takes part in rehearsals that begin before the start of the placement period or performances that are given after the end of the placement period, this is deemed to be work and is remunerated in accordance with the National Agreement.
- During the placement period, the rules of the National Agreement and the applicable local working hours agreements on working hours planning apply where appropriate, but not the applicable rules on financial remuneration.
- Placement issues must be addressed within the framework of local cooperation.

1.2 Direction, choreography, set and costume design

For direction carried out on a placement in the form of production within the theatre's ordinary public repertoire, remuneration for a play exceeding 1.5 hours is paid at SEK 39,749 from 1 April 2023 and SEK 40,981 from 1 April 2024.

The remuneration for a play of less than 1.5 hours is SEK 26,481 from 1 April 2023 and SEK 27,302 from 1 April 2024.

The remuneration for a play of less than 45 minutes is SEK 19,851 from 1 April 2023 and SEK 20,466 from 1 April 2024.

For choreography which is carried out on a placement in the form of production within the theatre's ordinary public repertoire, remuneration is paid as follows:

For preparation of the rehearsal and production of dance works

Over 45 minutes: SEK 21,835 from 1 April 2023 and SEK 22,512 from 1 April 2024.

Under 45 minutes: SEK 14,504 from 1 April 2023 and SEK 14,954 from 1 April 2024.

Under 20 minutes: SEK 10,919 from 1 April 2023 and SEK 11,257 from 1 April 2024.

For acquisition of the performance rights to dance works

Premiere:

Over 45 minutes: SEK 25,806 from 1 April 2023 and SEK 26,606 from 1 April 2024.

Under 45 minutes: SEK 17,212 from 1 April 2023 and SEK 17,746 from 1 April 2024.

Under 20 minutes: SEK 12,876 from 1 April 2023 and SEK 13,275 from 1 April 2024.

Other productions:

Over 45 minutes: SEK 17,866 from 1 April 2023 and SEK 18,420 from 1 April 2024.

Under 45 minutes: SEK 11,916 from 1 April 2023 and SEK 12,285 from 1 April 2024.

Under 20 minutes: SEK 8,894 from 1 April 2023 and SEK 9,170 from 1 April 2024.

For set and/or costume design which is carried out on a placement in the form of production within the theatre's ordinary public repertoire, remuneration is paid as follows:

Table applicable from 1 April 2023

Set design + costume for	more than 25 participants	SEK 39,749
	11–25 participants	SEK 33,745
	1–10 participants	SEK 27,789
Set design excluding costume		SEK 19,851
Costume for	more than 25 participants	SEK 21,835
	11–25 participants	SEK 15,879
	1–10 participants	SEK 11,910

Table applicable from 1 April 2024

Set design + costume for	more than 25 participants	SEK 40,981
	11–25 participants	SEK 34,791
	1–10 participants	SEK 28,650
Set design excluding costume		SEK 20,466
Costume for	more than 25 participants	SEK 22,512
	11–25 participants	SEK 16,371
	1–10 participants	SEK 12,279

1.3 Design

For sound, lighting, makeup and video design carried out on a placement in the form of production within the theatre's ordinary public repertoire, remuneration is paid at SEK 11,910 from 1 April 2023 and SEK 12,279 from 1 April 2024.

2. Supervisors

Each student must have a supervisor at the school and a supervisor/manager designated by the theatre at the workplace. The extent to which and the purposes for which the supervisor/designated manager at the workplace is to be used for the placement should be decided in consultation between the theatre and the school.

The workplace supervisor must be professionally qualified and active in the professional field of the student's placement. Furthermore, supervisors must be given and have the real possibility to allocate the time required for their task as supervisor and must take responsibility in the workplace for ensuring that the student on placement has a balanced, rewarding placement. Supervisors should not supervise more students at a time than is reasonable.

3. Introduction and evaluation

The student should undergo workplace induction during the placement period.

The forms of evaluation of the placement must be decided in consultation between the theatre and the school. The evaluation may, for example, involve giving the student an evaluation interview at the end of their placement.

4. Theatre technician students and apprentices

If a student is trained through an apprenticeship in the field of theatre technology, they will be paid 40% of the minimum salary in accordance with sub-clause 12.8.1 of the National Agreement for the first third of an apprenticeship period of a maximum of three years, 60% in the second third and 80% in the final third. The apprenticeship period does not constitute a period of employment under the Swedish Employment Protection Act.

5. Master's programmes

Students on placement on a Master's degree programme and working in theatre productions within the scope of this programme are remunerated in accordance with the remuneration rules of the National Agreement, where appropriate.

6. Observation

The student follows the work of a particular professional group, professional or ensemble at a theatre for a limited period of time.

No remuneration is paid to the student.

Comments

The parties agree that this agreement does not cancel other placement agreements between training providers and the performing arts institutions concerned or the Swedish Union for Performing Arts and Film.

The parties agree to evaluate the application of this placement agreement no later than 30 June 2011.

Stockholm, 24 June 2009

Swedish Performing Arts Association

Swedish Union for Performing Arts and
Film

Contract for training through apprenticeship at theatres

between(name of apprentice) and
theatre in

The following agreement concerning apprenticeship training has been made

The theatre undertakes to offer (name of apprentice)
the opportunity to be an apprentice at
for the period.....

The theatre has appointed.....
to be the apprentice's supervisor during the apprenticeship.

Remuneration is 40% of the minimum salary for technical and administrative staff for the first third of the apprenticeship period, 60% for the second third and 80% for the final third. For work outside the apprenticeship programme, remuneration is paid according to the rules in the National Agreement between the Swedish Performing Arts Association and the Swedish Union for Performing Arts and Film.

The theatre is responsible for the supervision/training required for the apprentice to complete their apprenticeship.

In connection with any tour, the theatre provides the usual subsistence allowance.

Special conditions

.....
.....
.....

...../..... 20.....

...../..... 20.....

.....
(Name of the theatre)

.....
(Name of apprentice)

Contract for placement semester at theatres for actor/musical artist/singer/dancer/originator/master's student/technician/administrator, etc.

between the Theatre Academy/University of
andtheatre in

The following agreement concerning placement training has been made

The theatre undertakes to offer (name of student)
the opportunity to do a placement in the production
in the role(s)
or with the task.....
for the period.....

Where a production is not performed, an equivalent role/task will be offered in the replacement production.

The student on placement must also be offered the opportunity to participate in the other tasks of the ensemble.

The student on placement only receives a student grant during the placement term
which starts on and ends on

For work outside the above student's term time, remuneration is paid according to the rules in the National Agreement between the Swedish Performing Arts Association and the Swedish Union for Performing Arts and Film.

Originators receive remuneration in accordance with sub-clauses 1.2 and 1.3 of the Placement Agreement for placement work in the form of production within the theatre's ordinary public repertoire.

Master's students receive remuneration/salary according to the applicable parts of the National Agreement.

The theatre has appointed.....
to be the supervisor of the student on placement during the placement. The school is in continuous contact with the student on placement and the supervisor appointed by the theatre and assists the latter in educational matters.

The theatre is responsible for the supervision/training required for the student on placement to perform the tasks assigned to them. In connection with any tour, the theatre provides the usual subsistence allowance.

Placements require the school to have the necessary insurance for the student.

Special conditions

.....

...../..... 20.....

...../..... 20.....

For the Theatre Academy/University of

Appendix: Study plan

.....
(Name of the theatre)
.....
has read this contract.
(Name of student)

Appendix 9 Extract from the Main Agreement

Extract from the Main Agreement between the Swedish Performing Arts Association and PTK.

Chapter 3 – Employment protection

INTRODUCTORY PROVISIONS

§ 1

The Parties agree that the provisions of this Chapter will apply in place of the corresponding provisions of legislation to the extent that legislation contains such regulation.

TERMINATION OF AN EMPLOYMENT CONTRACT BY THE EMPLOYER

Objective reasons

§ 2

With regard to the application of Section 7(1) and (2) of the Swedish Employment Protection Act, the Parties agree on the following with regard to termination for personal reasons.

The Parties have a shared ambition that it should be possible for both employers and employees to predict as far as possible what is required for objective reasons for termination by the employer to exist. Unclear, contentious rules are detrimental to both employees and employers.

The Parties therefore consider that the question of whether objective reasons exist must be determined on the basis of whether or not there is a sufficiently serious breach of obligations under the employment contract. The decisive factor in determining whether objective reasons exist is therefore whether the employee has been in serious breach of the employment contract and whether the employee realised or should have realised this. This overall assessment must take into account the employer's behaviour in each case and in terms of the working environment. The background and cause of the circumstances attributed to the employee must also be taken into account in the assessment. With regard to what constitutes a breach of the employment contract according to this overall assessment, no change is intended with the new rules. They should be applied based on existing practice.

Weighing the employee's personal interest in retaining the employment, or forecasting whether or not the employee is likely to commit another breach of employment obligations in the future, is not conducive to a predictable application of the law and should not be done.

In the context of this assessment, the requirement of principle previously set out in relation to objective reasons and developed in practice in relation to less intrusive

measures, such as supportive measures, reprimands, warnings that the employment is at risk and redeployment, remains, with the clarifications set out in Clauses 3–5 below.

However, with regard to less intrusive measures in the form of the employer's redeployment obligation, an employer must essentially be deemed to have met its redeployment obligation if it has carried out or offered a redeployment. If the employee continues to be in breach of obligations or commits another breach of obligations under the employment contract of the same nature as described in the Clause 2(3), the employer does not normally need to offer further redeployment. In the event of a dispute about whether further redeployment should have been carried out or offered, it is the employee who has to claim that a new redeployment should have been carried out and demonstrate that this was possible, and demonstrate circumstances that make it more likely than not that a new redeployment within the framework of Section 7(2) of the Swedish Employment Protection Act would have remedied the behaviour attributable to the employee. This does not apply if an extended period of time has elapsed since the redeployment was carried out.

The Parties agree that, in addition to the provisions of Clause 2, the provisions of Clauses 3–5 of this chapter will apply when assessing the question of objective reasons within the scope of this Main Agreement.

A dispute about objective reasons constitutes a dispute under the Swedish Employment Protection Act.

Objective reasons in certain respects

§ 3

In the case of objective reasons in the form of poor performance, for termination to be feasible, it must be clear that the performance is below what the employer should normally have been able to expect and/or taking into account what the employee stated on commencement of the employment. It should not be a question of temporary underperformance. In an objective assessment, the requirements made must not be unjustified.

The first paragraph does not refer to poor performance due to age, illness or disability.

§ 4

In the case of objective reasons in the form of cooperation difficulties, it is sufficient for termination that the cooperation difficulties have been so severe that they have adversely affected the workplace and have been of such a nature that they must be addressed. Termination must then be the only remaining reasonable measure.

§ 5

In the case of objective reasons in the form of misconduct with regard to refusal to work or follow orders or other refusal to follow the employer's instructions, objective reasons essentially exist if the employee has been warned that their employment is at risk and has been given reasonable time to comply with the employer's instructions. It is not

required that the employee's refusal is due to a general unwillingness to follow the employer's instructions. What matters is whether or not there is a refusal to follow orders, instructions or the like, which in itself constitutes a breach of the obligations arising from the contract of employment. Whether the employee has been employed for a long period without previous misconduct should normally also be disregarded. As the employer directs and distributes the work and is responsible for health and safety, refusal to work or follow orders is fundamentally incompatible with the obligations of the employment.

If, by way of exception, importance is to be attached to the employee's reasons for refusing to follow an order or instruction, these reasons must be particularly noteworthy and, in a balancing of interests, be more important than the employer's interest in operations not being adversely affected.

Where the misconduct consists of unauthorised absence or late arrival, but is not of such a serious nature as to warrant dismissal, and the behaviour is repeated despite a clear warning from the employer that the employment is at risk, it is necessary to disregard whether the employee has a long period of employment without unauthorised absence or late arrival in the assessment of objective reasons. Similarly, there should be no assessment of whether or not the employee is likely to improve their behaviour in the future. The key issue is whether or not there is a breach of the employment contract. In line with existing practice, it should not be considered misconduct if there are excusable reasons for the absence or late arrival.

Where the misconduct consists of a criminal offence in the workplace or otherwise in connection with the performance of work or related to the position, it must essentially constitute grounds for dismissal or objective reasons for termination. This applies regardless of whether the employee has a long unblemished period of employment. In the case of a criminal offence committed in the workplace or otherwise in connection with the performance of work or related to the position, it must meet the requirement for objective reasons, even if it is of a one-off nature. The question of whether or not there has been a breach of the employment contract determines whether or not there are objective reasons.

In the same way as today, it is up to the employer to demonstrate that the employee has acted in a manner that constitutes a criminal offence in itself.

Where the misconduct consists of various forms of substance abuse, including the abuse of alcohol, but is not considered to be a disease, such misconduct must be assessed in the same way as other misconduct. The fact that an intoxicated employee enters a workplace that does not allow intoxication cannot be considered more excusable than any other form of misconduct, unless it is a medical condition. Where the abuse is not of a medical nature, the situation should not be treated as a disease but as a case of misconduct. Another factor is that an employee can contact their employer about their substance abuse problems without jeopardising their employment.

§ 6

The clarifications in Clauses 3–5 of this chapter do not affect the legal principle that an employee is not obliged to follow an employer's order if it is contrary to their contract of employment, the law or good practice. Similarly, the Parties agree that the same applies to the protection afforded to trade union representatives or safety officers by existing law.

Remaining in employment in certain cases**§ 7**

Employees whose employment has been terminated due to circumstances caused by illness and who wish to remain in employment during the dispute period must inform the employer of this no later than one week after notice of termination has been given.

The employer decides whether or not to maintain the employment relationship and must inform the employee of the decision within one week of the employee's request to remain in employment. The employer's decision is valid until the employee is notified otherwise.

The penalty for employers who do not respond within this timeframe will be general damages. There are no formal requirements and the burden of proof that a reply has been given rests with the employer. The employer's assessment may not be legally challenged.

If an employer has granted a request to remain in employment and the court finds that the termination is not based on objective reasons, the general damages awarded must be adjusted, normally to a level corresponding to half the level of damages otherwise awarded in the event of a breach of the Swedish Employment Protection Act in the form of termination without objective reasons.

Order of priority for termination on account of a lack of work**§ 8**

The following will apply in the relationship between unions affiliated to the Swedish Trade Union Confederation (which here sign agreements for workers) and the Swedish Performing Arts Association, which has adopted the Main Agreement at union level.

The local parties must evaluate the company's requirements and needs in terms of staffing in the event of planned staff cuts. If, in the shared opinion of the parties, these needs cannot be met by the application of law, the order of priority must be determined by mutual agreement.

This involves the local parties selecting the employees whose employment is to be terminated so that the company's need for skills is taken into particular account, as well as the company's ability to operate competitively and thus provide continued employment.

The local parties may also agree on the order of priority for re-employment, by way of derogation from the provisions of Sections 25–27 of the Swedish Employment Protection Act. In doing so, the above-mentioned criteria must apply.

It is the responsibility of the local parties to conduct the negotiations referred to in the preceding paragraphs upon request and to confirm in writing the agreements reached.

If the local parties do not agree, the union parties may, if either party so requests, reach an agreement in accordance with the above guidelines.

It is assumed that the employer will provide the local or central bargaining party with relevant factual information prior to discussion of the issues involved.

§ 9

The following will apply in the relationship between PTK and the Swedish Performing Arts Association, and PTK's member unions that have adopted the Main Agreement.

The basic concept of Chapter 2 of the Main Agreement on transition is that the employer continuously sets aside financial resources to be used in the event of a reduction in activity.

Consequently, in such a situation, both the needs of the company in terms of workforce composition and the demands of those whose employment has been terminated for financial compensation and assistance in finding a new job can be met. This, in turn, imposes an obligation on the parties concerned to seek agreement, at either party's request, on the order of priority of termination of employment in the event of a planned reduction in activity. They have a shared responsibility to ensure that the workforce put together enables the company to achieve greater productivity, profitability and competitiveness.

The local parties must evaluate the employer's requirements and needs in terms of staffing in the event of planned staff cuts. If these needs cannot be met by the application of law, the order of priority must be determined by derogation from the provisions of the Swedish Employment Protection Act.

This involves the local parties selecting the employees whose employment is to be terminated so that the employer's need for skills is taken into particular account, as well as the employer's ability to operate competitively and thus provide continued employment.

It is assumed that the local parties, at the request of either party, reach an agreement on the determination of the order of priority in the event of termination of employment in application of Section 22 of the Swedish Employment Protection Act and the necessary derogations from the Act.

The local parties may also agree on the order of priority for re-employment, by way of derogation from the provisions of Sections 25–27 of the Swedish Employment Protection Act. In doing so, the above-mentioned criteria must apply.

It is the responsibility of the local parties to conduct the negotiations referred to in the preceding paragraphs upon request and to confirm in writing the agreements reached.

If the local parties do not agree, the union parties may, if either party so requests, reach an agreement in accordance with the above guidelines.

It is assumed that the employer will provide the local or union bargaining party with relevant factual information prior to discussion of the issues covered in this clause.

Comment

In the absence of a local or central agreement as described above, termination of employment due to a lack of work and re-employment may be examined by law, in accordance with the negotiation procedure.

The Swedish Performing Arts Association and PTK note that all the PTK unions concerned have agreed that the existing local employee unions and representatives appointed by the employees in the PTK area at the employer may be represented by a joint body, PTK-L, in respect of this agreement and in respect of issues of staff cuts under the agreements on general terms of employment with the employer. This body will be deemed to be the 'local employee party' in the said agreements. PTK-L will also be deemed to be the 'local employee organisation' under the Swedish Employment Protection Act.

§ 10

If it is not possible to reach an agreement on the order of priority for termination of employment due to a lack of work, the employer may exempt three employees in the operating unit and agreement area concerned. The employees thus exempted have priority for continued employment.

When applying the first paragraph, employers with only one operating unit may instead choose to exempt a total of four employees for all agreement areas.

If several operating units have been merged into a shared order of priority by application of Section 22(3) of the Swedish Employment Protection Act, the number for the application of the first paragraph will be three employees plus one employee per operating unit covered by the merger in addition to the first operating unit, per agreement area.

As an alternative to the provisions of the first, second and third paragraphs, an employer may, in the operational unit and agreement area concerned, exempt 15 per cent of the employees whose employment is ultimately terminated due to the lack of work before the statutory list is established. Exemptions under this paragraph may concern a maximum of 10 per cent of the employees in the operating unit or units concerned, per agreement area.

An employer who has exempted one or more employees in accordance with the first, second, third or fourth paragraph in the event of termination of employment due to a lack of work may not exempt further employees in the operating unit and agreement area concerned in the event of any termination within three subsequent months.

Comment

This provision replaces the provision in Section 22(2) of the Swedish Employment Protection Act, i.e. the double exemption.

For the purposes of this provision, the term 'agreement area' refers to the division of categories between blue-collar and white-collar workers.

What constitutes an operating unit is not regulated in this provision. The definition of an operating unit is set out in Section 22(3) of the Swedish Employment Protection Act, which is an optional provision.

The term 'employees whose employment is ultimately terminated due to the lack of work' means all employees whose employment is terminated due to the lack of work. This refers not only to employees whose employment is terminated by the employer, but also employees whose employment is otherwise terminated due to the lack of work, for example where employment is terminated by individual agreement, by early retirement, etc.

For the percentage rule, rounding must be done mathematically.

The employees who are exempted must be deemed by the employer to be of particular importance for the continuation of operations. The employer's assessment of this matter may not be legally challenged.

According to the fifth paragraph of the section, the possibility of exempting employees from the order of priority does not apply in cases in which, within a three-month period, the employer has previously given notice of termination to employees in the operational unit and agreement area concerned due to a lack of work, and used the possibility of exemption. Consequently, an employer who has given notice of termination to one or more employees due to a lack of work and has exempted employees from the order of priority may only exempt employees from the order of priority for termination due to a 'new' shortage of work in an operational unit and agreement area concerned after three months have elapsed since the first round of terminations. Otherwise, the employer may be liable for damages for breach of the order of priority rules. This only applies in cases in which the employer has actually made use of the possibility of exempting employees from the order of priority in the previous round of terminations due to a lack of work.

For the purposes of this provision, the term 'operating unit and agreement area concerned' means the operating unit and agreement area in which notice of termination has been given to an employee due to a lack of work. In the case of a merger, the restriction in the fifth paragraph of the section only applies to operating units and agreement areas in which an employee has actually been given notice of termination due to a lack of work.

Appendix 10 Salary agreement with the Swedish Union for Performing Arts and Film

1. Salary setting principles

Salaries are an important operational instrument. Salaries must contribute to the achievement of operational objectives and to the ability of the institutions to recruit and retain the skills needed to run and develop their operations. Salaries should also help motivate employees to do a good job.

An important element in the process of setting salaries is a clear and well thought-out local pay policy. The local parties must therefore address the issue of local pay policy within the framework of cooperation. The pay policy must promote operations and work towards the elimination of unfair pay differentials and the achievement of a fair pay structure. The pay policy must also take into account the higher degree of uncertainty associated with short/fixed-term employment contracts. The policy should also set out the procedures for setting salaries – when and how salaries are set (at an annual salary review, on recruitment, for new tasks, etc.). The local pay policy must also set out how responsibility for the pay process is distributed in the organisation, for example in terms of responsibility for pay policy strategy, conducting salary reviews and employee appraisals, communicating the pay policy, etc. There must also be a timetable for when these reviews and appraisals are to be held.

To support the local parties in the pay process, the central parties have agreed on the following guidelines for setting salaries.

- Salaries are individual and differentiated according to locally determined salary criteria.
- Managers and leaders should be familiar with the pay policy so that it has an impact on salaries and is clear to employees. Every employee must know how their own salary growth may be affected. Salaries must be set objectively and fairly.
- The same salary setting principles must apply to all employees, regardless of gender, age, ethnic affiliation, religion or other belief, disability, sexual orientation and transgender identity or expression. The salary setting principles must also not make it difficult to combine work and parenthood.

The following factors affect salaries:

Individual-related factors

Individual-related factors refer to the criteria that are related to the employee's own performance and ability to perform their work. Examples of such criteria include goal achievement, skill, creativity and problem solving, commitment, responsibility, initiative, leadership, communication, cooperation, etc.

Job-related factors

Job-related factors are factors related to the position itself and the demands placed on the employee by the job. Examples of such factors are the level of responsibility, education/training, experience required for the position, etc. Job evaluation is an

important tool in this part of the assessment. In dialogue with each other, the parties have developed an industry-specific method for job evaluation. At institutions that apply job evaluation, there is local union cooperation regarding the method and working process as well as the basis used for the evaluation.

Market-related factors

Market-related factors may also affect salaries. Market-related factors refer to the ability to recruit and retain staff, i.e. the competitive situation in which the institutions find themselves in relation to other employers within and external to the performing arts sector.

Employee appraisals and salary reviews are important instruments in the salary setting process. They increase the chances of developing operations and making the best use of employees' skills in both the short and long terms. There are various established models for the content and structure of such appraisals and reviews. They may be described, for example, as follows.

Employee appraisal (development review)

An employee appraisal is a meeting at which the manager and the employee regularly (usually once a year) discuss and formulate objectives and follow up on work results.

Salary review

The salary review is a planned conversation about salary between the manager who sets the salary and the employee. The manager and the employee engage in a dialogue on salary in relation to objectives achieved, salary criteria, performance and its link to salary. During the process, the employee should be informed of what is required for positive salary growth.

2. Salaries

As part of the further development of cooperation at local level, the central parties agree that the local parties may apply a decentralised salary model adapted to operations and the individual. At each theatre, therefore, the local parties are able to determine the available salary range and its distribution.

2.1 The following applies from 1 April 2023:

If no local agreement can be reached, 4.1%, calculated on the basis of the monthly salary total of the Swedish Union for Performing Arts and Film on 31 March 2023 for permanent, long-term, one-year and short-term employees, must be made available to the local parties for distribution among the staff included in the total salary available.

Unless agreed otherwise locally, employees must have received an increase of at least SEK 200 in their monthly salary for full-time employment after a salary review. For part-time employees and those on part-time leave, the amount is proportionate.

Other benefits included in the agreement are increased by 4.1% at the time of the 2023 review, with the exception of the benefits specifically regulated in the minutes and Appendix B to the minutes.

Should agreement not be reached on the local application of the salary agreement, negotiations at union level on sub-clause 2.1 must be requested by 1 September 2023 at the latest.

Comments on sub-clause 2.1

- *Only basic salary is included in the salary totals.*
- *These points do not include SPV pensioners, students and employees for whom individual salary negotiations have been promised.*

2.2 The following applies from 1 April 2024:

If no local agreement can be reached, 3.1%, calculated on the basis of the monthly salary total of the Swedish Union for Performing Arts and Film on 31 March 2024 for permanent, long-term, one-year and short-term employees, must be made available to the local parties for distribution among the staff included in the total salary available.

Unless agreed otherwise locally, employees must have received an increase of at least SEK 200 in their monthly salary for full-time employment after a salary review. For part-time employees and those on part-time leave, the amount is proportionate.

Other benefits included in the agreement are increased by 3.1% at the time of the review.

Should agreement not be reached on the local application of the salary agreement, negotiations at union level on sub-clause 2.2 must be requested by 1 June 2024 at the latest.

Comments on sub-clause 2.2

- *Only basic salary is included in the salary totals.*
- *These points do not include SPV pensioners, students and employees for whom individual salary negotiations have been promised.*

Appendix 11 Salary agreement with the Swedish University Graduate Unions

The following amendments will be introduced in the Salary Agreement from 1 April 2023:

The Swedish University Graduate Unions include: The Union for Professionals (Akademikerförbundet SSR), Civilekonomerna, Akavia, the DIK Association, the Swedish Association of Physiotherapists, the Swedish Association of Professional Scientists, SRAT, the Swedish Association of Occupational Therapists, Jusek, the Swedish Pharmacists Association, the Swedish Association of Graduate Engineers, the Swedish Psychological Association, the Swedish Association of School Leaders, the Swedish Association of University Teachers and Researchers and the Swedish Veterinary Association.

The associations act as one party locally and centrally. The local employee party in this Agreement is called the graduates' association.

The salary agreement covers employees who began their employment with the employer no later than on 31 March 2023 and 31 March 2024, respectively.

The salary review is valid as at 1 April 2023 and 1 April 2024, respectively.

1. Principles for setting salaries

Salaries are an important operational instrument. Salaries must contribute to the achievement of operational objectives and to the ability of the employer to recruit and retain the skills needed to run and develop their operations. Salaries should also help motivate employees to do a good job.

An important element in the process of setting salaries is a clear and well thought-out local pay policy. The local parties must therefore address the issue of local pay policy within the framework of cooperation. The pay policy must promote operations and work towards the elimination of unfair pay differentials and the achievement of a fair pay structure. The pay policy must also take into account the higher degree of uncertainty associated with short/fixed-term employment contracts. The policy should also set out the procedures for setting salaries – when and how salaries are set (at an annual salary review, on recruitment, for new tasks, etc.). The local pay policy must also set out how responsibility for the pay process is distributed in the organisation, for example in terms of responsibility for pay policy strategy, conducting salary reviews and employee appraisals, communicating the pay policy, etc. There must also be a timetable for when these reviews and appraisals are to be held.

To support the local parties in the pay process, the central parties have agreed on the following guidelines for setting salaries:

- Salaries are individual and differentiated according to locally determined salary criteria.
- Managers and leaders should be familiar with the pay policy so that it has an impact on salaries and is clear to employees. Every employee must know how their own salary growth may be affected. Salaries must be set objectively and fairly.

- The same salary principles must apply to all employees, regardless of gender, age, ethnic affiliation, religion or other belief, disability, sexual orientation and transgender identity or expression. The salary setting principles must also not make it difficult to combine work and parenthood.

The following factors affect salaries:

Individual-related factors

Individual-related factors refer to the criteria that are related to the employee's own performance and ability to perform their work. Examples of such criteria include goal achievement, skill, creativity and problem solving, commitment, responsibility, initiative, leadership, communication, cooperation, etc.

Job-related factors

Job-related factors are factors related to the position itself and the demands placed on the employee by the job. Examples of such factors are the level of responsibility, education/training, experience required for the position, etc. Job evaluation is an important tool in this part of the assessment. In dialogue with each other, the parties have developed an industry-specific method for job evaluation. At institutions that apply job evaluation, there is local union cooperation regarding the method and working process as well as the basis used for the evaluation.

Market-related factors

Market-related factors may also affect salaries. Market-related factors refer to the ability to recruit and retain staff, i.e. the competitive situation in which the institutions find themselves in relation to other employers within and external to the performing arts sector.

Employee appraisals and salary reviews are important instruments in the salary setting process. They increase the chances of developing operations and making the best use of employees' skills in both the short and long terms. There are various established models for the content and structure of such appraisals and reviews. They may be described, for example, as follows.

Employee appraisal (development review)

An employee appraisal is a meeting at which the manager and the employee regularly (usually once a year) discuss and formulate objectives and follow up on work results.

Salary review

The salary review is a planned conversation about salary between the manager who sets the salary and the employee. The manager and the employee engage in a dialogue on salary in relation to objectives achieved, salary criteria, performance and its link to salary. During the process, the employee should be informed of what is required for positive salary growth.

2. The local salary process

The central parties agree that the local parties may apply a decentralised salary model adapted to operations and the individual. At each employer, therefore, the local parties are able to determine the available salary range and its distribution.

2.1 Initial meeting between employer and graduates' association

The salary review begins with a dialogue between the parties on the conditions for the local salary process, the employer's salary structure, salary criteria, who is covered and the format of the work going forward, for example how the salary reviews are to be structured and the timetable. The employer provides the graduates' association with information on the salaries of the members it represents.

2.2 Salary review

Salary reviews are held and the content follows what is stated in 1 above. Each employee must receive an explanation for their individual outcome.

2.3 Reconciliation

Once the salary reviews have been held, the employer submits the proposal for the members' new individual salaries to the graduates' association. The employer explains the considerations made and the overall impact of the proposal on the salary structure. After that, the salaries are considered fixed unless central negotiations between the Swedish Performing Arts Association and the Swedish University Graduate Unions regarding the level of the members' total salary increase are requested. Such negotiation must be requested no later than ten days after the end of the reconciliation, but no later than 1 September 2023 and 1 June 2024, respectively.

If the central parties cannot agree, the level of the members' total salary increases at the employer concerned is set at 4.1% for 2023 and 3.1% for 2024, to be distributed by the employer.

The parties agree that the previous paragraph may not be invoked for companies with fewer than five members who are represented by the Swedish University Graduate Unions. However, the salary agreement must serve as a guideline and apply in its remaining parts.

In the absence of a local graduates' association, the employer is responsible for ensuring that the process is followed in the areas relating to individual salaries.

2.4 Action plan

If the employer considers that an employee has not achieved their individual objectives and has therefore not received a pay rise or has received a low pay rise that deviates from the norm, an action plan must be drawn up. The plan must include measures designed to ensure that the employee meets the objectives set and thus has the opportunity for positive salary growth.

The manager and the employee must agree on how and when to follow up on the action plan. The manager and the employee must evaluate the action plan. If the employee so requests, a trade union representative may also participate in the evaluation.