

# **COLLECTIVE AGREEMENT**

**between**

**DANSCENTRUM SVERIGE (DC)**

**and**

**The Swedish Union for Performing Arts**

**and Film**

**concerning**

dancers and choreographers, and technical and  
administrative staff employed by independent  
choreographers organisations within

**Danscentrum Sverige**

**1 November 2020 – 31 March 2023**

**Collective agreement**

between

**Danscentrum Sverige**

and

**The Swedish Union for Performing Arts and Film**



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## **General**

It is the intention of both parties that full-time employment should be the predominant and most common form of employment, but that half-time employment may occur in cases of a clearly limited work. The parties further agree that the existence and practical consequences of half-time employment will be evaluated on an ongoing basis. The parties agree to review the other occupational groups involved. The parties also agree that Chapter 6 of this Agreement will apply to all employees, regardless of their professional category or duties.

## **COMMON PROVISIONS**

### **1 Scope of the Agreement**

#### **1.1 Participation covered by the Agreement**

The Agreement applies to choreographers, dancers, and administrative and technical staff employed by independent dance groups or choreographers organisations within Danscentrum Sverige. Employment under this Agreement refers to employment with independent dance groups and employment with independent choreographers within Danscentrum Sverige, referred to below as employers. If, as part of their employment, an employee within the scope of this Agreement works at a publicly owned theatre, the following applies: The collective agreement in force for the publicly owned theatre will apply to the employee in respect of salary, other benefits and working hours.

### **2 General provisions**

#### **2.1 Commencement and termination of employment**

Employment must be confirmed by a contract in accordance with Appendix 1, 2 or 3. General fixed-term employment, employment as a substitute or employment per dance work is terminated at the end of the contract term unless a new employment contract is signed. All half-time employment contracts are subject to a one-month mutual notice period. For permanent employees, statutory termination rules apply.

#### **2.2 The employment relationship**

### **2.2.1 General rules of conduct**

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

### **2.3 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.

### **2.4 Contract**

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

### **2.5 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.

Where the employer wishes the employee to carry out duties in addition to those covered by the employee's position, a special agreement must be made. The agreement must be stated in the employment contract.

## **3 Working hours**

### **3.1 Ordinary working hours**

Ordinary working hours may not exceed 40 hours on average per week without public holidays over a limitation period of two weeks. Ordinary working hours may not exceed 10 hours per day. Average hours may not exceed 8 hours per week. For engagements of less than one week, the maximum ordinary working hours per working day are 8 hours. Travel time is included in the weekly working hours up to the weekly working hours total. Above this total,

travel time is reimbursed according to sub-clause 6.4. In the case of a tour lasting more than seven days, maximum ordinary working hours are average ordinary weekly working hours, calculated over the time of the tour. The week is from Monday to Sunday.

#### *Comment*

See specific regulations for dancers and choreographers (see sub-clauses 3.4 and 3.5).

### **3.2 Working hours schedule**

The working hours schedule must be determined in consultation with the employees. The working hours schedule covering ordinary working hours must be available the week before the week which the schedule relates to. In the case of employment for 2 weeks or more, the schedule must be available at least 2 weeks before the week to which the schedule relates. Temporary changes in the working hours schedule may be made by agreement or due to illness or other comparable circumstances beyond the control of the dance group or choreographer.

### **3.3 Weekly rest and daily rest**

#### **3.3.1 Weekly rest**

Weekly rest is provided by law, consisting of 36 hours of continuous leave in each seven-day period. At the time of employment, at least one fixed weekly rest day must be agreed with the employees and written into the contract. Rest days may be moved to the day before or after ordinary weekly rest days, if at least 15 days' notice is given. Where weekly rest cannot be arranged during a tour or where a public holiday falls on a normal weekly rest day, the weekly rest day must instead be scheduled immediately after the end of the tour or after the public holiday, or at another agreed time.

#### **3.3.2 Daily rest**

The employee must be given at least 11 hours of continuous daily rest. In exceptional circumstances, other arrangements may be agreed between the employer and the employee.

### **3.4 Working hours, dancers**

### **3.4.1 For dancers in full-time employment**

Ordinary working hours are maximum 40 hours per week, of which at least 7.5 hours must be daily practice. Ordinary working hours per working day are maximum 10 hours, of which at least 1.5 hours must be daily practice. For engagements of less than one week, the maximum ordinary working hours per working day are 8 hours, of which at least 1.5 hours must be daily practice. The content of the daily practice is decided by the choreographer and the dancer jointly. Travel time is, when possible, included in the weekly working hours total. Above this total, travel time is reimbursed according to sub-clause 6.4.

### **3.4.2 For dancers in half-time employment**

Ordinary working hours are maximum 20 hours per week, of which at least 7.5 hours must be daily practice and maximum 18.75 hours may involve dance or similar physical work. Ordinary working hours are maximum 10 hours per working day, of which at least 1.5 hours must be daily practice. For engagements of less than one week, the maximum ordinary working hours per working day are 4 hours, of which at least 1.5 hours must be daily practice. The dancer decides on the content of their daily practice and must be given the opportunity to schedule it during open daily practice if this is available at their place of work. All time is included in working hours when travelling outside the place of work.

### **3.4.3 For dancers in full-time and half-time employment**

No more than 6.5 hours per working day may be spent on dance or similar physical work, including daily practice. Daily practice is scheduled on at least 5 days per week even if other working hours are on a fewer number of days per week. In the case of a tour lasting more than seven days, maximum ordinary working hours are average ordinary weekly working hours, calculated per tour. The week is from Monday to Sunday.

## **3.5 Working hours for choreographers**

### **3.5.1 Ordinary working hours**

Ordinary working hours are maximum 40 hours per week, of which at least 7.5 hours must be daily practice. The choreographer decides on the content of their daily practice in both full-time and half-time employment and must be given the opportunity to schedule it during open

daily practice if this is available at their place of work and if this is open to choreographers. The choreographer may also use this time to prepare for the day's rehearsals. Work in different fields must be carried out during working hours.

### **3.6 Overtime pay**

#### **3.6.1 Overtime**

Overtime is all time worked in excess of ordinary working hours and may not be scheduled. It may only be worked in the event of illness or other comparable circumstances beyond the control of the dance group or choreographer, or by agreement.

#### **3.6.2 Overtime pay**

For time worked in excess of ordinary working hours, overtime pay is paid at:

**Ordinary hourly salary x 1.5**

Or compensatory leave at:

**Number of hours of overtime x 1.5**

If overtime work is performed on weekdays between 23:00 – 07:00 or on Sundays and public holidays, overtime pay is:

**Ordinary hourly salary x 2**

Or compensatory leave at:

**Number of hours of overtime x 2**

Overtime pay may be paid in cash or as compensatory leave. If no agreement has been made on the scheduling of compensatory leave, it must be scheduled in consultation with the employee within three months of the overtime having been worked. Otherwise, overtime pay is paid in cash.

#### **3.6.3 Calculation of overtime pay for full-time employees**

When calculating overtime pay for full-time employees, hourly pay is:

**Monthly salary divided by 167**

Or:

**Weekly salary divided by 40**

Or:

**Daily pay divided by 8**

### **3.6.4 Calculation of overtime pay for half-time employees**

When calculating overtime pay for half-time employees, hourly pay is:

**Monthly salary divided by 83.5**

Or:

**Weekly salary divided by 20**

Or:

**Daily salary divided by 4**

## **4 Salary and performance-related pay**

### **4.1 Minimum salary for dancers**

For dancers who have completed relevant training in Sweden or abroad or have at least 2 years' professional experience, the minimum salary will be SEK 21,701 per month from 1 November 2020 and SEK 22,157 per month from 1 April 2022.

Five years after their first engagement, a dancer must have had positive salary growth based on personal qualifications, and from 1 November 2020 at least SEK 23,953 per month and from 1 April 2022 at least SEK 24,456 per month. Salary growth will then follow the rest of the labour market for artistic staff in the performing arts.

For dancers who do not meet this requirement, the minimum salary will be SEK 19,275 per month from 1 November 2020 and SEK 19,680 per month from 1 April 2022.

Annual leave paid in cash is added.

#### **4.1.2 Minimum weekly and daily salary for employment**

**Weekly salary:** Agreed monthly salary divided by 4.2 or 3.7. See sub-clause 4.1.4.

**Daily rate:** Agreed monthly salary plus 25% divided by 21.

#### **4.1.3 Minimum salary for half-time employment**

In the case of half-time employment, salary is paid at a minimum of 60% of the salary according to sub-clause 4.1, with the addition of an amount equal to the agreed monthly salary divided by 31.5 in the case of performance.

#### **4.1.4 Number of rehearsal days and/or performances**

Rehearsal days and/or performances exceeding 21 per month or 5 per week are compensated at the minimum agreed monthly salary divided by 21 per day.

In the case of employment exceeding one month, it may be agreed that two performances of less than 30 minutes on the same day and at the same venue count as one performance. Such agreement must be written into the employment contract. The same applies to employment for less than one month if the weekly salary exceeds the minimum monthly salary divided by 3.7. However, the number of performances per week may not exceed 8.

#### **4.1.5 Rehearsals and under-study/ stand-in/ replacement performance**

For full-time employees, rehearsals exceeding 2.5 hours on the day of the performance count as one rehearsal day. A stand-in means appearance at very short notice. For the first performance, the stand-in employee must be guaranteed payment of at least 3 times the agreed monthly salary divided by 21, and for rehearsals at least 3 times the agreed monthly salary divided by 21 (for very small roles at least half of the above) as per the minimum salary mentioned above. See note 5.1. In the case of performance of repertoire rehearsed outside ordinary working hours, the salary must be positively affected by this.

#### *Comment*

Employers who take on students on placement as part of their ordinary professional training in dance do not pay the students a salary. If a student on placement performs work as a replacement for a professional dancer, salary is paid as per sub-clause 4.1.

## **4.2 Minimum salary for choreographers**

Choreographers are paid for the agreed rehearsal time, which must include at least one day's preparation time, with the salary specified below.

For choreographers who have completed relevant training in Sweden or abroad or have at least 2 years' professional experience, the minimum salary will be SEK 27,871 per month from 1 November 2020 and SEK 28,456 per month from 1 April 2022.

For choreographers who do not meet this requirement, the minimum salary is reduced to SEK 22,126 per month from 1 November 2020 and SEK 22,590 per month from 1 April 2022.

Holiday pay is in addition.

### **4.2.1 Minimum weekly and daily salary for employment**

**Weekly salary:** Agreed monthly salary divided by 4.2.

**Daily rate:** Agreed monthly salary plus 25% divided by 21.

### **4.2.2 Minimum salary for half-time employment**

In the case of half-time employment, salary is paid at a minimum of 60% of the salary according to sub-clause 4.2, with the addition of an amount equal to the agreed monthly salary divided by 31.5 in the case of performance.

### **4.2.3 Number of rehearsal days and/or performances**

Rehearsal days and/or performances exceeding 21 per month or 5 per week are compensated at the minimum agreed monthly salary divided by 21 per day.

In the case of employment exceeding one month, it may be agreed that two performances of less than 30 minutes on the same day and at the same venue count as one performance. Such agreement must be written into the employment contract. The same applies to employment for less than one month if the weekly salary exceeds the minimum monthly salary divided by 3.7. However, the number of performances per week may not exceed 8.

### **4.3 Performance-related pay**

#### **4.3.1 Choreographers**

Choreography created by the choreographer is remunerated per performance as follows:

Performance of no more than 30 minutes

As from 1 November 2020                      SEK 387

As from 1 April 2022                         SEK 395

Performance of more than 30 minutes

As from 1 November 2020                      SEK 779

As from 1 April 2022                         SEK 795

If there are only a few scheduled performances, the performance rights pay should be positively affected/be higher. The performance rights pay must be stated in the employment contract. Payment must be paid as salary.

#### **4.3.2 Copyright and performance rights pay for other professionals**

Copyright and performance-related payments must be paid to employees holding copyright, such as directors, set designers, costume designers, makeup, sound and lighting designers, as agreed and specified in the employment contract.

#### *Comment*

The parties agree to continue negotiations on the terms of employment and remuneration for the groups of copyright holders subject to a no-strike clause. The aim is to find a settlement that will be implemented during the contract term.

### **4.4 Minimum salary for administrative and technical staff**

For technical and administrative staff without relevant training, the minimum salary is SEK 19,488 per month from 1 November 2020 and SEK 19,897 per month from 1 April 2022.

For technical and administrative staff who have relevant higher education or equivalent in Sweden or abroad or 4 years' professional experience, the minimum salary is SEK 21,002 per month from 1 November 2020 and SEK 21,443 per month from 1 April 2022.

#### **4.5 Agreed salary/salary setting principles**

The agreed salary is determined for each employment/period of employment in negotiations between the employer and the employee, in accordance with the following principles:

Salaries must be individual and differentiated. Salaries must be determined taking into account factors such as education/training, responsibility and the level of difficulty of each position. The salary should increase with increasing experience, responsibility and level of difficulty, and with the performance and ability of the employee. For managerial staff, it is important to ensure, when setting salary, that there is an adequate difference in salary in relation to subordinate staff. Salaries must also be set taking into account the special skills and expertise of the employee. In the case of cross-border work, a salary supplement must be agreed for this. There must be no negative differences in salary based on gender, transgender identity or expression, ethnic affiliation, religion or other belief, disability, sexual orientation, age, part-time working and short-term employment.

The criteria for setting salaries should be:

- education/training
- responsibility
- managerial duties
- proficiency and results in relation to operational goals
- professional experience

the level of difficulty of the duties and other requirements associated with the duties

#### *Comment*

The parties note that the conditions vary between dance groups in terms of size, focus, staff composition, work organisation, funding and so on. In addition, the expected number of performances for dancers must be taken into account when the agreement is made, and must affect the salary. The salary must gradually increase as the choreographer gains professional experience and be based on the choreographer's personal qualifications. Salary growth will otherwise follow the rest of the labour market for artistic staff.

## **5. Types of employment**

### **5.1 Types of employment for dancers**

Employment for dancers may be per dance work, general fixed-term employment, employment as a substitute or permanent employment. The employment may be full-time or half-time. The parties agree to work together during the agreement term to increase the availability of suitable rehearsal space. The aim of the work is to be able to phase out half-time employment for artistic staff from the Agreement before the next agreement term.

#### *Comment*

Agreement on employment per performance may be made in the case of stand-in performances and in the case of employment where individual performances are given on one or more occasions after the end of the ordinary performance period.

### **5.2 Types of employment for choreographers**

Employment for choreographers may be per dance work, general fixed-term employment, employment as a substitute or permanent employment. The employment may be full-time or half-time.

The parties agree to work together during the agreement term to increase the availability of suitable rehearsal space. The aim of the work is to be able to phase out half-time employment for artistic staff from the Agreement before the next agreement term.

#### **5.2.1 Preparation time**

The employment of a choreographer must include preparation time, before the start of the rehearsal period, which is commensurate with the scope and nature of the work. The minimum preparation time is one day.

### **5.3 Types of employment for administrative and technical staff**

Employment for administrative and technical staff may be general fixed-term employment, employment as a substitute or permanent employment.

## **6 Travel**

### **6.1 Subsistence allowance**

Subsistence allowance and travel expenses are reimbursed according to the travel agreement between the Swedish Performing Arts Association (Svensk Scenkonst – SvS) and Privattjänstemannakartellen (PTK, an umbrella organisation for private-sector trade unions), referred to below as the Travel Agreement. See Appendix 4, with the following amendments/additions. Addition to Section 4(2) of the Travel Agreement, reimbursement of travel expenses for travel by train, boat, bus or plane: For travel by train, the actual cost of a first-class ticket is only reimbursed if the employer has authorised such travel in advance. Otherwise, the actual cost of a second-class ticket is reimbursed. Addendum to Section 5(4) of the Travel Agreement, travel allowance: Instead of the travel allowance, the local parties may, when signing the contract, make a different agreement on payment for work-related travel outside the usual place of work which entails an overnight stay. The agreement must be stated in the employment contract.

#### **6.1.1 Travel allowance**

A travel allowance is a taxable allowance equivalent to salary.

## **6.2 Travel**

For work-related travel by train, the employer pays for a second-class ticket. If individual trips are made by air or other means of transport, this is done in accordance with the rules of the travel agreement.

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

### **Note to the minutes**

Where an employee works at their ‘normal place of work’, a subsistence allowance is paid if they cannot reasonably spend the night at home.

### **6.3 Foreign tours**

When touring abroad, the minimum subsistence allowance is paid according to the Swedish Tax Agency's general advice.

### **6.4 Travel time allowance**

For travel time within Sweden in excess of the fixed weekly working hours, travel time allowance is paid at SEK 63 per hour from 1 November 2020 and at SEK 64 per hour from 1 April 2022.

### **6.5 Other terms and conditions**

For employers that employ large ensembles or for productions that are particularly cost-intensive, other terms and conditions may be agreed between the group and the employee, subject to approval by Danscentrum Sverige and the Swedish Union for Performing Arts and Film.

## **7 Annual leave and other leave**

Unless stated otherwise, the Swedish Annual Leave Act applies.

### **7.1 Annual leave year**

Employers can use the period 1 July – 30 June or the calendar year as the year in which annual leave is accrued instead of the rules of the Swedish Annual Leave Act. The annual leave year may coincide with the accrual year.

### **7.2 Length of annual leave**

Employees are entitled to 25 days of statutory leave each annual leave year, unless longer leave has previously been agreed individually or locally. In the case of fixed-term employment, employment per dance work and employment as a substitute for a period of maximum six months, no annual leave is granted unless agreed otherwise.

### **7.3 Annual leave pay, annual leave paid in cash**

Annual leave paid in cash must be paid at the rate of either 12% calculated on the basis of the remuneration paid during the accrual year or the current monthly salary at the time of the annual leave plus an annual leave supplement of 0.8% of the current monthly salary for each day of paid annual leave.

### **7.4 Scheduling annual leave**

Annual leave is scheduled according to the law, unless a special agreement on the scheduling of the annual leave is made between the employee and the employer.

### **7.5 Maternity pay**

In the event of pregnancy, full pay is paid to permanent employees for the period from when the employer declares that the employment should be interrupted until the employee is entitled to receive parental 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.

This salary limit is calculated as:

Example for 2021

The price base amount for 2021 is SEK 47,600 The salary limit for the year is therefore:

For employees with a monthly salary of up to SEK 29,750:

For employees with a fixed monthly salary of over SEK 29,750:

The deduction per day may not exceed:

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 working hours supplements or overtime supplements)

\* For employees on a weekly salary, the monthly salary is calculated as 4.3 x the weekly salary.

#### *Comment*

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

#### *Comment*

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

## **7.6 Leave with parental benefit and temporary parental benefit**

### **7.6.1 Parental benefit**

In the case of leave with parental benefit, please refer to the regulations in the Parental Benefit Supplement.

In the case of parental leave, pay is deducted in the same way as for unpaid leave.

### **7.6.2 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.

**Please note that** temporary parental benefit can only be paid for a full, half or quarter day. If an employee is absent, pay is deducted per hour of absence at:

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'. See sub-clause 7.5 Maternity pay for a definition of the terms weekly working hours and monthly salary.

## **8 Illness**

### **8.1 The right to sick pay and notification of illness**

#### **8.1.1 Notification of illness**

An employee who becomes ill and is therefore unable to work must notify their employer as soon as possible. Furthermore, the employee must notify their employer as soon as possible regarding 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.

#### **8.1.2 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.

## **8.2 Declaration, medical certificate and notification**

### **8.2.1 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.

### **8.2.2 Medical certificate**

The employer is under an obligation to pay sick pay from the seventh calendar day after the date of notification of illness only if the employee verifies the reduction in working capacity and the duration of the period of illness 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 employer stating that the employee was unable to work from the previous day. In this case, the certificate is paid for by the employer.

### **8.2.3 Notification to the social insurance office**

If an illness lasts more than 14 calendar days, the employer is responsible for notifying the 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.

## **8.3 Illness up to and including 14 calendar days per sickness period**

### **8.3.1 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).

### 8.3.1.2 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*

The Swedish Sick Pay Act specifies that a new sickness period that starts within five calendar days of 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 work hours, an average is calculated over a period that is representative and comparative for the employee.

### 8.3.1.3 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.

### 8.3.1.4 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 occasions of 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 occasion, even if the deductions are made for different days. The Swedish Sick Pay Act specifies that a new sickness period that starts within five calendar days of the end of an earlier sickness period must be deemed a continuation of the earlier sickness period.

**8.3.1.5 Variable remuneration (concerns all)**

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 from the second day of the sickness period at 80% of the remuneration that the employee has lost on these days. Sick pay is not paid for the qualifying period.

**Note to the minutes**

The parties agree that a local agreement may be made on the calculation of the qualifying period.

*Comments on sub-clause 8.3.1.5*

1. For employees who, according to the decision of the Swedish Social Insurance Office, are entitled to sick pay of 80% on the first day of illness, a deduction is made for this according to what applies from the second day of the period of illness.
2. The annual working period for full-time employees is deemed to be 260 days.
3. For part-time employees with varying working hours over the week, the annual working period is calculated from their employment contract.
4. For employees receiving a substantial part of their pay via variable elements, an agreement should be made concerning the amount of pay from which the sick pay deduction will be made.
5. Any allowances for free use of a car or home, or subsistence, travel and other similar allowances, are not included in the basis for calculation.

### **8.3.1.6 Illness from the 15th calendar day/Collective Group Health Insurance (AGS)**

For illness from the 15th calendar day and determination of the length of the sick pay period, please refer to the regulations in the Collective Group Health Insurance (AGS).

## **8.4 Certain coordination rules**

### **8.4.1. Annuity and rehabilitation benefit**

If, due to an occupational injury, an employee draws an annuity instead of sickness benefit and this takes place during the time that they are entitled to sick pay, the sick pay from the employer will not be calculated as per

sub-clause 8.3. Instead it will be the difference between 90% of the monthly salary and the annuity. For salary elements up to 7.5 basic amounts, there is no entitlement to sick pay for the period when sickness benefit as per the Swedish Social Insurance Code is paid or rehabilitation benefit is paid.

### **8.4.2 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.

### **8.4.3 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.

## **8.5 Limitations on the right to sick pay**

### **8.5.1 Employees aged 60 or over at the time of employment**

If an employee is 60 or over at the time of employment, the employer and the employee may agree that the employee is not entitled to sick pay from the 15th calendar day of the sickness period.

### **8.5.2 Concealment of illness**

If, at the time of employment, an employee has concealed the fact that they are suffering from a certain illness, the employee is not entitled to sick pay from the 15th calendar day of the sickness period if the incapacity for work is attributable to such illness.

### **8.5.3 Failure to supply a certificate of health**

If, at the time of employment, the employer requested a certificate of health from the employee, but the employee was unable to provide such a certificate due to illness, the employee is not entitled to sick pay from the 15th calendar day of the sickness period if the inability to work is attributable to such illness.

### **8.5.4 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.

### **8.5.5 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.

### **8.5.6 Accidents while in gainful employment with another party**

If a salaried employee has been injured in an accident during gainful employment with another employer or in connection with 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.

### **8.5.7 Restrictions 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

- if the employee's inability to work is self-inflicted, or
- if 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 the restriction of the right to sick pay due to certain coordination rules, see

### **8.6 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 day on which an employee is absent, a deduction is made per working day at:

From the 15th calendar day, deductions are made as per 7.5 Maternity pay. However, for employees with a monthly salary above the salary threshold, deductions are made at:

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.

## **9 Insurance and pensions**

### **9.1 Insurance**

The employer must, in accordance with the general terms and conditions of AFA, ensure the following are in place for all employees:

A Labour Market No-fault Liability Insurance (TFA)

B Occupational Group Life Insurance (TGL)

C Collective Group Health Insurance (AGS)

D Transition Agreement (TRS)

E Supplemental Parental Benefit Insurance (FPT)

## **9.2 Supplementary pension benefits**

The employer provides the employee with a supplementary pension benefit calculated on the basis of the salary paid and annual leave paid in cash in accordance with the rules of the SAF-LO collective pension agreement.

The supplementary pension benefits are paid by the employer to the pension and insurance broker FORA. The pension funds are managed in accordance with the rules of the SAF-LO collective pension agreement. The employer is responsible for the payroll tax on the amount paid in at any given time.

## **10 Salary**

### **10.1 Salary**

Salary is paid according to specific rules for different professional groups. See sub-clauses 4.1, 4.2 and 4.4.

### **10.2 Salary, payment**

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.

## **11 Active measures and health and safety**

### **11.1 Active measures**

Within the scope of its operations, the employer must carry out preventive and active measures to combat discrimination in its operations and otherwise promote equal rights and opportunities regardless of gender, transgender identity or expression, ethnic affiliation,

religion or other belief, disability, sexual orientation or age. Employers and employees must work together on active measures.

### **11.2 Health and safety**

The employer must carry out systematic health and safety work in cooperation with the employees.

## **12 Disputes**

### **12.1 Disagreements**

If a dispute arises between the parties concerning working conditions or their relationship in general, they must negotiate to resolve it. Disputes that cannot be resolved in local negotiations between the dance group or choreographer and the employee must be referred for central negotiations between Danscentrum Sverige and the Swedish Union for Performing Arts and Film. A party must request negotiations within four months of becoming aware of the circumstance to which the claim relates and at the latest within two years of the circumstance occurring. Central negotiations must be convened within two months of the conclusion of the local negotiations. A dispute which cannot be resolved by negotiation must be referred for decision by the Labour Court no later than three months after the conclusion of the central negotiations if there is a risk of the dispute being dismissed. If, for certain matters, the law provides for a different period of time if there is a risk that a right will otherwise be forfeited, the provisions of the law apply.

## **13 Term of the Agreement**

This Agreement is valid from 1 November 2020 to 31 March 2023, both dates inclusive. Each Party is entitled to give notice no later than 30 September 2021 to terminate the Agreement on 31 March 2022. After 31 March 2023, the Agreement is subject to a seven-day mutual notice period.

## **Appendices**

**Appendix 1 Employment contract, dancer**

**Appendix 2 Employment contract, choreographer**

**Appendix 3 Employment contract, administrative/technical staff**

**Appendix 4 Travel agreement**

**Appendix 5 Negotiation minutes**

## Appendix 1 Employment contract, dancer

### Employee

Name \_\_\_\_\_ Personal identity  
number \_\_\_\_\_  
Address \_\_\_\_\_ Tel \_\_\_\_\_

### Employer

Name \_\_\_\_\_ Corporate identity  
number \_\_\_\_\_  
Address \_\_\_\_\_  
Place of work \_\_\_\_\_ Tel \_\_\_\_\_

### Employment type

- Per dance work** from \_\_\_\_\_ to \_\_\_\_\_
- General fixed-term employment**  
from \_\_\_\_\_ to \_\_\_\_\_
- Permanent employment**  
from \_\_\_\_\_
- Employment as a substitute** from \_\_\_\_\_ to \_\_\_\_\_ during the absence  
of \_\_\_\_\_
- Per performance** Performance date \_\_\_\_\_
- Stand-in** in the absence of \_\_\_\_\_,  
date: \_\_\_\_\_
- Placement** from \_\_\_\_\_ to \_\_\_\_\_

**Working hours:**  Full-time  Half-time **Weekly rest day**

on: \_\_\_\_\_

**Salary** at the time of employment SEK \_\_\_\_\_ per  
month/week/day

**Duties** other than as dancer: \_\_\_\_\_

For these duties, the employee is paid SEK \_\_\_\_\_ per month/week/day/occasion.

The employer and the employee agree that **daily practice** will be scheduled as follows: \_\_\_\_\_  
—

**Appendices** to be attached to contracts **for half-time employment**. From the employee:  
Scheduling of daily practice for the entire contract term  
From the employer: Working hours schedule for the entire contract term

**Special terms of employment** \_\_\_\_\_

**Other terms and conditions**

The employment is covered by the collective agreement between the Swedish Union for Performing Arts and Film and Danscentrum Sverige for employees of independent dance groups or independent choreographers. Film, video and audio recording and photography may only take place for documentation and internal use and for marketing of the dance group or its productions. Other uses require a specific agreement between the employer and the employee. Force majeure, including war, political upheaval, strike, fire or comparable events beyond the control of the employer, relieves the parties to this Agreement of their respective obligations.

This Agreement, with the above-mentioned appendices, has been prepared in duplicate and each of the parties retains one copy.

\_\_\_\_\_  
Date and place

\_\_\_\_\_  
Date and place

\_\_\_\_\_  
Employer's signature

\_\_\_\_\_  
Employee's signature

## Appendix 2 Employment contract, choreographer

### Employee

Name \_\_\_\_\_ Personal identity

number \_\_\_\_\_

Address \_\_\_\_\_ Tel \_\_\_\_\_

### Employer

Name \_\_\_\_\_ Corporate identity

number \_\_\_\_\_

Address \_\_\_\_\_

Place of work \_\_\_\_\_ Tel \_\_\_\_\_

### Employment type

**Per dance work** from \_\_\_\_\_ to \_\_\_\_\_

**General fixed-term employment**

from \_\_\_\_\_ to \_\_\_\_\_

**Permanent employment**

from \_\_\_\_\_

**Employment as a substitute** from \_\_\_\_\_ to \_\_\_\_\_ during the absence

of \_\_\_\_\_

**Per performance** Performance date \_\_\_\_\_

**Stand-in** in the absence of \_\_\_\_\_,

date: \_\_\_\_\_

**Placement** from \_\_\_\_\_ to \_\_\_\_\_

**Working hours:**  Full-time  Half-time **Weekly rest day**

on: \_\_\_\_\_

**Salary** at the time of employment SEK \_\_\_\_\_ per month/week/day

**Performance rights pay** per performance is SEK \_\_\_\_\_

**Duties** other than as choreographer: \_\_\_\_\_

For these duties, the employee is paid SEK \_\_\_\_\_ per month/week/day/occasion.

The employer and the employee agree that **daily practice** will be scheduled as follows: \_\_\_\_\_

—

**Appendices** to be attached to contracts **for half-time employment**. From the employee: Scheduling of daily practice for the entire contract term  
From the employer: Working hours schedule for the entire contract term

**Special terms of employment** \_\_\_\_\_

**Other terms and conditions**

The employment is covered by the collective agreement between the Swedish Union for Performing Arts and Film and Danscentrum Sverige for employees of independent dance groups or independent choreographers. Film, video and audio recording and photography may only take place for documentation and internal use and for marketing of the dance group or its productions. Other uses require a specific agreement between the employer and the employee. Force majeure, including war, political upheaval, strike, fire or comparable events beyond the control of the employer, relieves the parties to this Agreement of their respective obligations.

This Agreement, with the above-mentioned appendices, has been prepared in duplicate and each of the parties retains one copy.

\_\_\_\_\_  
Date and place

\_\_\_\_\_  
Date and place

\_\_\_\_\_  
Employer's signature

\_\_\_\_\_  
Employee's signature

### Appendix 3 Employment contract, administrative/technical staff

#### Employee

Name \_\_\_\_\_ Personal identity  
number \_\_\_\_\_  
Address \_\_\_\_\_ Tel \_\_\_\_\_

#### Employer

Name \_\_\_\_\_ Corporate identity  
number \_\_\_\_\_  
Address \_\_\_\_\_  
Place of work \_\_\_\_\_ Tel \_\_\_\_\_

#### Employment type

- Permanent employment**  
from \_\_\_\_\_
- General fixed-term employment**  
from \_\_\_\_\_ to \_\_\_\_\_
- Employment as a substitute** from \_\_\_\_\_ to \_\_\_\_\_ during the absence  
of \_\_\_\_\_

**Working hours:**  Full-time  Part-time Degree of  
employment \_\_\_\_\_ %

**Weekly rest day** on: \_\_\_\_\_

**Salary** at the time of employment SEK \_\_\_\_\_ per month

**Duties** other than as administrative/technical staff \_\_\_\_\_  
\_\_\_\_\_ For these duties, the employee is paid SEK \_\_\_\_\_ per  
month/week/day/occasion.

**Special terms of employment** \_\_\_\_\_

**Other terms and conditions**

The employment is covered by the collective agreement between the Swedish Union for Performing Arts and Film and Danscentrum Sverige for employees of independent dance groups or independent choreographers. Film, video and audio recording and photography may only take place for documentation and internal use and for marketing of the dance group or its productions. Other uses require a specific agreement between the employer and the employee. Force majeure, including war, political upheaval, strike, fire or comparable events beyond the control of the employer, relieves the parties to this Agreement of their respective obligations.

This Agreement, with the above-mentioned appendices, has been prepared in duplicate and each of the parties retains one copy.

\_\_\_\_\_  
Date and place

\_\_\_\_\_  
Date and place

\_\_\_\_\_  
Employer’s signature

\_\_\_\_\_  
Employee’s signature

## **Appendix 4 Travel agreement**

### **1 Scope of Agreement**

The Agreement applies to work-related trips within Sweden for salaried employees of employers affiliated to TR, with the exception of the SR Group.

### **2 Definitions**

**DAY OF DEPARTURE** = Day on which work-related trip begins

**RESIDENCE** = Family home or equivalent fixed residence near the place of work

**DAY** = The time between 06:00 and 24:00

**OWN CAR** = Car owned by the salaried employee or by someone who neither initiated the work-related trip nor is otherwise affected by it

**DAY OF RETURN** = Day on which work-related trip ends

**NIGHT** = The time between 00:00 and 06:00

#### **ORDINARY**

**PLACE OF WORK** = The place of work where the salaried employee does most of their work

**WORK-RELATED TRAVEL/TRIP** = Travel/trip occasioned by working away from the usual place of work

#### **USUAL**

##### **PLACE OF WORK**

= An area at a distance of 50 kilometres from the ordinary workplace and from the residence

**OVERNIGHT STAY** = Work-related travel involving overnight absence

### **3 Basic provisions**

The salaried employee is entitled to reimbursement of travel expenses and a travel time allowance for work-related trips. For work-related trips outside the usual place of work involving an overnight stay, the salaried employee is entitled to a subsistence allowance and a travel allowance. For work-related trips 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 selecting 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 first-class ticket for train travel, including sleeper, and a ticket for boat, bus and air travel, will be paid on presentation of the ticket used.

## **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 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 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 When subsistence allowance is paid**

A subsistence allowance is paid for work-related travel outside the usual place of activity that involves an overnight stay.

For the purposes of calculating the time, the work-related trip may begin or end at the normal place of work or at the employee's residence.

A subsistence allowance is paid as per Appendix 2.

## **2 Subsistence allowance**

For work-related travel, a fixed travel allowance is paid for all or part of the day.

Night allowances are paid only if the salaried employee has not had accommodation paid for by the employer and has not had accommodation expenses paid for by other means. Paid accommodation includes sleeping accommodation on trains and boats.

The night allowance is not payable if the salaried employee drives a car, travels by train with a seat reservation or works during the night.

The amounts are shown in Appendix 2.

## **3 Work-related trip lasting more than three months**

For work-related travel lasting more than three consecutive months,

the subsistence allowance is reduced. Work-related travel is deemed interrupted only by breaks due to work

being transferred to another location for at least four weeks. Shorter breaks and breaks for annual leave or illness should lead to a corresponding extension of the three-month period unless

the subsistence allowance is paid during the break.

### *Comment*

In order for the employer not to be obliged to make a preliminary tax deduction and to pay an employer's contribution based on the amount of the subsistence allowance, an exemption must be granted by the local tax authority.

The amounts are shown in Appendix 2.

## **4 Travel allowance**

A travel allowance is paid when a subsistence allowance is paid for all or part of a day as per 1–3 above.

A travel allowance is paid as per Appendix 2.

## **Appendix 1 to the Travel Agreement (from 1 February 2012)**

### **Reimbursement of travel expenses for travel by own car**

Mileage	Basic payment	Supplement	
	SEK/10 km	SEK/10 km	
For every 10 km	18.50	9.00	
For travel in Västernorrland			0.20
For travel in Jämtland			0.20
For travel in Västerbotten		0.30	
For travel in Norrbotten		0.30	
For passengers with official business		0.50	

## **Appendix 2 to the Travel Agreement**

### **Subsistence allowance amount and travel allowance**

#### **1 Work-related travel in the first three months**

	Subsistence allowance	Travel allowance
<b>1:1</b>		
Full day	240.00	140.00
<b>1:2 Day of departure</b>		
a) departure before 12:00	240.00	140.00
a) departure after 12:00	120.00	70.00
<b>1:3 Day of return</b>		
a) Return before 19:00	120.00	70.00
a) Return after 19:00	240.00	140.00
<b>1:4 Night allowance</b>	150.00	

#### **2 Work-related travel after three months**

	Subsistence allowance	Travel allowance
<b>2:1 Full day</b>	168.00	87.00
<b>2:2 Night allowance</b>	120.00	

### **3 Reduction in subsistence allowance and travel allowance**

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

\* For 1:1, 1:2 a) and 1:3 b)

	Subsistence allowance	
	Travel allowance	
Breakfast, lunch and dinner	216.00	126.00
Lunch and dinner	168.00	98.00
Lunch or dinner	84.00	49.00
Breakfast	48.00	28.00

\* For 1:2 a) and 1:3 b)

	Subsistence allowance	
	Travel allowance	
Breakfast, lunch and dinner	108.00	63.00
Lunch and dinner	84.00	49.00
Lunch or dinner	42.00	24.00
Breakfast	28.00	14.00

\* For 2:1

Breakfast, lunch and dinner	151.00	78.00
Lunch and dinner	118.00	60.00
Lunch or dinner	59.00	30.00
Breakfast	33.00	17.00

### **Appendix 3 to the Travel Agreement**

#### **Travel allowance for work-related trip without an overnight stay**

##### **1 Travel allowance**

If the work-related trip lasted more than 4 hours but no more than 10 hours	90.00
If the work-related trip lasted more than 10 hours	180.00

##### **2 Reduction in travel allowance**

If the employer provides a meal free of charge, the travel allowance is reduced by

Breakfast	35.00
Lunch	50.00
Dinner	120.00

However, by no more than the travel allowance received.

## **Appendix 5 Negotiation minutes**

### **1 Contract term**

The Agreement between Danscentrum Sverige and the Swedish Union for Performing Arts and Film regarding dancers and choreographers and technical and administrative staff employed by independent choreographers within Danscentrum Sverige is extended for the period from 1 November 2020 to 31 March 2023, both dates inclusive, with amendments and addenda as follows (agreement on salary, etc.) and Appendix 1 (general terms and conditions of employment). Each Party is entitled to give notice no later than 30 September 2021 to terminate the Agreement on 31 March 2022.

### **2**

#### Salary and other benefits

From 1 November 2020

A general undistributed salary increase is calculated as 2.1% of the total of the salaries on 1 November 2020. Other benefits

All benefits included in the Agreement are increased by 2.1% from 1 November 2020.

From 1 April 2022

A general undistributed salary increase is calculated as 2.1% of the total of the salaries on 1 April 2022.

Other benefits

All benefits included in the Agreement are increased by 2.1% from 1 April 2022.

#### **Flexpension**

The parties agree on a Flexpension based on similar principles as for other performing arts companies (as part of the percentage salary increase negotiated).

During the 2020–2023 Agreement term, 1.0% will be set aside for supplementary pension with Fora in the same way as for other provisions for pension purposes made according to the rules for the SAF-LO collective pension agreement. Subject to administrative feasibility, 1.0% will be set aside from 1 November 2020. The parties must consult Fora on the administrative conditions as soon as possible.

This provision is made by the general undistributed salary increase decreasing by 1.0% relative to the benchmark-setting union's cost benchmark to a corresponding extent.

### **Deduction due to reduction in the vesting age**

A deduction must be in accordance with the agreement to lower the vesting age for the SAF-LO retirement pension. The deduction is made by the general undistributed salary increase decreasing by 0.2% relative to the benchmark-setting union's cost benchmark to a corresponding extent.

If, during the Agreement term, Danscentrum Sverige can show that the costs of the lowered vesting age were higher than 0.2%, this must be taken into account in future agreement negotiations.

### **3 Code of conduct and guidelines for intimate scenes**

The parties follow the work of the Swedish Union for Performing Arts and Film and the Swedish Performing Arts Association on these issues. If the documentation developed in this work is relevant and useful in this area of the agreement as well, the parties may resume negotiations with a view to incorporating it into the Agreement.

### **4 Joint working group**

The parties agree to jointly evaluate, during the Agreement term, how the Agreement has developed in this area. See Appendix 2.

### **5 Amendments to the terms of the collective agreement:**

See Appendix 1.

## **Appendix 1**

### **The following amendments are made to the Agreement**

#### **Sub-clause 2.2 is deleted**

The parties agree that this does not mean that auditions should be subject to a fee in the future.

#### **New sub-clauses 2.2–2.5**

### **2.2 The employment relationship**

#### **General rules of conduct**

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

#### **2.3 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.

#### **2.4 Contract**

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

#### **2.5 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.

Where the employer wishes the employee to carry out duties in addition to those covered by the employee's position, a special agreement must be made. The agreement must be stated in the employment contract.

**(Sub-clauses 11.2, 12.3 and 13.2 are deleted)**

## **New Clause 3 Working hours**

### **Sub-clauses 13.5–13.6.2 are deleted**

#### **3.1 Ordinary working hours**

Ordinary working hours may not exceed 40 hours on average per week without public holidays, over a limitation period of two weeks. Ordinary working hours may not exceed 10 hours per day. Average hours may not exceed 8 hours per week. For engagements of less than one week, the maximum ordinary working hours per working day are 8 hours. Travel time is included in the weekly working hours total in addition to working hours up to the weekly working hours total. Above this total, travel time is reimbursed according to (sub-clause x.x. in the Travel Agreement). In the case of a tour lasting more than seven days, maximum ordinary working hours are average ordinary weekly working hours, calculated per tour. The week is from Monday to Sunday.

#### **3.2 Working hours schedule**

The working hours schedule must be determined in consultation with the employees. The working hours schedule covering ordinary working hours must be available for each week in the week before the week to which the schedule relates. In the case of employment for 2 weeks or more, the schedule must be available at least 2 weeks before the week to which the schedule relates. Temporary changes in the working hours schedule may be made by agreement or due to illness or other comparable circumstances beyond the control of the dance group or choreographer.

#### **3.3 Weekly rest and daily rest**

##### **3.3.1 Weekly rest**

Weekly rest is provided by law, consisting of 36 hours of continuous leave in each seven-day period. At the time of employment, at least one fixed weekly rest day must be agreed with the employees and written into the contract. Rest days may be moved if at least 15 days' notice is given to the day before or after ordinary weekly rest days. Where weekly rest cannot be arranged during a tour or where a public holiday falls on a normal weekly rest day, the weekly

rest day must instead be scheduled immediately after the end of the tour or after the public holiday, or at another time by agreement.

**3.3.2 Daily rest**

The employee must be given at least 11 hours of continuous daily rest. In exceptional circumstances, other arrangements may be agreed between the employer and the employee.

Other existing working hours rules for choreographers and dancers and rules on overtime are moved to Chapter 3.

**Sub-clauses 5.3.2–5.3.24 are deleted and replaced with the following:**

**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 work 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 occasions of 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 occasion, 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.

**The note to the minutes relating to 6.1 is deleted**

**Chapter 8 new heading Active measures and health and safety**

**Sub-clauses 8.1–8.2 are deleted and replaced with the following:**

### **8.1 Active measures**

Within the scope of its operations, the employer must carry out preventive and active measures to combat discrimination in its operations and otherwise promote equal rights and opportunities regardless of gender, transgender identity or expression, ethnic affiliation, religion or other belief, disability, sexual orientation or age. Employers and employees must work together on active measures.

### **8.2 Health and safety**

The employer must carry out systematic health and safety work in cooperation with the employees.

### **Sub-clause 9.2 is deleted**

### **10 Term of the Agreement**

This Agreement is valid from 1 November 2020 to 31 March 2023, both dates inclusive. Each Party is entitled to give notice no later than 30 September 2021 to terminate the Agreement on 31 March 2022. After 31 March 2023, the Agreement is subject to a seven-day mutual notice period.

### **Sub-clause 11.3(3) is amended to read**

For dancers who do not meet this requirement, the minimum salary will be SEK xx,xxx per month from 1 November 2021 and SEK xx,xxx per month from 1 April 2022.

### **Sub-clause 11.8 Rehearsals and stand-in performances is amended to:**

For full-time employees, rehearsals exceeding 2.5 hours on the day of the performance count as one rehearsal day. A stand-in means appearance at very short notice. For the first performance, the stand-in employee must be guaranteed payment of at least 3 times the agreed monthly salary divided by 21, and for rehearsals at least 3 times the agreed monthly salary divided by 21. (For distinctly small roles, at least half of the above, as per the minimum salary as above. See comment 11.1.) In the case of performance of repertoire rehearsed outside ordinary working hours, the pay must be positively affected by this.

### **Sub-clause 12.4(3) is amended to read**

For choreographers who do not meet this requirement, the minimum salary will be SEK xx,xxx per month from 1 November 2021 and SEK xx,xxx per month from 1 April 2022.

## **Appendix 2**

### **Working group**

The parties undertake to set up a working group to evaluate the development of the Agreement and its use in the area, and to review the language and format of the Agreement. The parties may also propose other measures or activities to help address the issues.

The working group is staffed by representatives of their organisation who have a good knowledge of the industry and its future needs. The group should include dancers, technical staff, choreographers and producers whose work is for adult audiences, as well as professionals whose work is for children and young people. The representatives should also be active in different parts of Sweden and include a maximum of 4 elected representatives from each organisation.

Names must be submitted by 22 March 2021.

The convenor is: Danscentrum Sverige.

Work should begin in accordance with Step 1 below.

### **Process, timetable**

Preparatory phase – planning and preparation, constituting the group, discussing methodology, drawing up a timetable, etc.

#### **Step 1**

– Investigation: the group investigates and collects facts to try to establish an objective picture of how the Agreement has developed and to clarify any problems in its application.

Investigation and collection of data should take place in Stockholm, Göteborg, Malmö and Umeå to highlight regional differences and challenges in the application of the agreement.

#### **Step 2**

– Analysis: the group jointly reflects on the data from Step 1 with the aim of finding solutions and highlighting challenges.

#### **Step 3**

– Joint identification of problems and analysis of the operating environment. This will be sent as documentation to future negotiating delegations.

– Review of language and format: the group will carry out a review of the language of the Agreement based on the data gathered in Step 1. Any amendments to be incorporated in the collective agreement during the agreement term must be approved by each organisation's executive committee/board.

The working group must initiate Step 1 by 30 April 2021.

The working group must report to each executive committee on the results achieved, including recommendations for further action, by 30 April 2022.

### **Method**

The working group is free to use the methods it considers most appropriate to achieve results.  
The methodology and meeting dates will be decided at the first meeting.