

COLLECTIVE AGREEMENT

between

The Swedish Performing Arts Association and the Swedish Union for
Performing Arts and Film concerning employees at independent
professional dance companies and choreographers

1 April 2023 – 31 March 2025

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1 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 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 10 of this Agreement will apply to all employees, regardless of their professional category or duties.

2 Scope of the Agreement

The Agreement applies to choreographers, dancers, set designers, costume designers and administrative and technical staff employed by independent dance groups or choreographers that are members of the Swedish Performing Arts Association. 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.

3 Employment

3.1 General rules of conduct

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

3.2 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.

3.3 Types of employment for artistic staff

Contracts of employment for dancers, choreographers, etc. may be entered into in accordance with the types of employment listed below. 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.

3.3.1 Permanent employment

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

3.3.2 Fixed-term employment

- Employment per dance work
- Employment as a substitute
- Contractual fixed-term employment
The employment is for a fixed 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.

3.3.3 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.

3.4 Types of employment for administrative and technical staff

Contracts of employment for administrative and technical staff may be entered into in accordance with the types of employment listed below.

3.4.1 Permanent employment

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

3.4.2 Fixed-term employment

- Probationary employment
Probationary employment may be applied under the conditions set out in the Swedish Employment Protection Act
- Employment as a substitute
- Contractual fixed-term employment
The employment is for a fixed term

3.5 Conversion rule for employment as a substitute and contractual fixed term employment

Employment as a substitute or a contractual fixed term employment becomes permanent employment when an employee has been employed as a substitute and/or under a contractual fixed term employment 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 rules

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 contractual fixed term employment and employment as a substitute, 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 taken into account when converted under the collective agreement as far as the period of employment from 1 January 2023 is concerned.

3.6 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.

4 Commencement and termination of employment

Employment must be confirmed by a contract in accordance with Appendix 2, 3 or 4. Contractual 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.

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.

4.2 Contract

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

4.3 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.

4.4 Priority rights for artistic staff

The rules on priority rights to new employment under Sections 25-27 of the Swedish Employment Protection Act do not apply to artistic staff in fixed-term employment.

5 Working hours

5.1 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 time measure as an addition to the working time up to the weekly working time measure. Above this total, travel time is reimbursed according to sub-clause 9.4.

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 5.4 and 5.5).

5.2 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.

5.3 Weekly rest and daily rest

5.3.1 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.

5.3.2 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.

5.4 Working hours for dancers

5.4.1 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 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 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.

5.4.2 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.

5.4.3 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 over the time of the tour. The week is from Monday to Sunday.

5.5 Working hours for choreographers

5.5.1 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.

5.6 Overtime pay

5.6.1 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.

5.6.2 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 at 23:00 - 07:00 or on Sundays and public holidays, overtime pay is:
Ordinary hourly wage 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.

5.6.3 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

5.6.4 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

6 Annual leave and other leave

Unless stated otherwise, the Swedish Annual Leave Act applies.

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 Parental leave and rules related to pregnancy

6.5.1 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.

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:

Example for 2024

The price base amount for 2024 is SEK 57,300. The salary limit for the year is therefore:

$$\frac{7.5 \times \text{SEK } 57,300}{12} = \text{SEK } 35,812$$

For employees with a monthly salary of up to SEK 35,812:

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

For employees with a fixed monthly salary of over SEK 35,812:

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

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, 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 duty.

Comment 3

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

6.5.2 Parental pay

The following rules apply from 1 January 2024. In case of leave before 1 January 2024, Supplemental Parental Benefit Insurance (FPT) rules apply.

For an employee who is on leave 'in connection with' the birth or adoption of a child, is receiving parental benefit under the Swedish Social Insurance Code and has been employed by the employer for at least 12 consecutive months, 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:

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

If the employee has been employed for 12 months but not for 24 consecutive months prior to the first parental leave, parental pay consists of

- two monthly salaries minus 60 parental leave deductions calculated per day in accordance with this clause

If the employee has been employed for 24 consecutive months prior to the first parental leave, parental pay consists of

- six monthly salaries minus 180 parental leave deductions calculated per day in accordance with this clause

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

Comment

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

6.5.3 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:

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

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

7 Illness

7.1 The right to sick pay and notification of illness

7.1.1 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 1.3-1.6. 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.

7.1.2 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.

7.1.3 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.

7.2 Declaration, medical certificate and notification

7.2.1 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.

7.2.2 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.

7.2.3 Notification of 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.

7.3 Amount of sick pay

7.3.1 Salary deduction

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

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

7.3.2.1 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).

7.3.2.2 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

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 working hours, an average is calculated over a period that is representative and comparative for the employee.

7.3.2.3 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.

7.3.2.4 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. 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.

7.3.3 Illness from the 15th calendar day

The following rules apply from 1 January 2024. In case of sickness from the 15th calendar day before 1 January 2024, Collective Group Health Insurance (AGS) rules apply.

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:

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

7.3.4 Duration of the sick pay period

The following rules apply from 1 January 2024.

7.3.4.1 Permanent employees

Permanent employees are entitled to sick pay in accordance with the provisions of sub-clause 7.3.3 from the 15th calendar day of the sickness period until the 90th calendar day of the sickness period. After 90 days of sick leave, the employee may receive a sickness pension through ITP (see sub-clause 9.1).

7.3.4.2 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 7.3.4.1. 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.

7.4 Certain coordination rules

7.4.1 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.

7.4.2 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.

7.4.3 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.

7.5 Limitations to the right to sick pay

7.5.1 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.

7.5.2 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.

7.5.3 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.

7.5.4 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.

7.5.5 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.

7.5.6 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.

7.5.7 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
- 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 sickness pension under the ITP plan starts to be paid to the employee, the right to sick pay ceases.*
2. *Concerning limitation to the right to sick pay on account of certain coordination rules, see sub-clause 7.5.*

7.6 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:

$\frac{\text{Monthly salary} \times 12}{\text{Annual working period (260 days)}}$

From the 15th calendar day, deductions are made as per 6.5 Maternity pay. However, for employees with a monthly salary above the salary threshold, deductions are made at:

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

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.

8 Salary

8.1 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.

8.2 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 23,507 per month from 1 July 2023 and SEK 24,236 per month from 1 April 2024.

Five years after their first engagement, a dancer must have had positive salary growth based on personal qualifications, and from 1 July 2023 at least SEK 25,806 per month and from 1 April 2024 at least SEK 26,606 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 21,030 per month from 1 July 2023 and SEK 21,682 per month from 1 April 2024.

Annual leave paid in cash is added.

8.2.1 Minimum weekly and daily salary for employment

Weekly salary: Agreed monthly salary divided by 4.2 or 3.7. See sub-clause 8.2.3.

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

8.2.2 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 8.2, with the addition of an amount equal to the agreed monthly salary divided by 31.5 in the case of performance.

8.2.3 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.

8.2.4 Rehearsals and understudy/ 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 comment 3.3.2. 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 8.2.

8.3 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 29,594 per month from 1 July 2023 and SEK 30,512 per month from 1 April 2024.

For choreographers who do not meet this requirement, the minimum salary is reduced to SEK 23,940 per month from 1 July 2023 and SEK 24,682 per month from 1 April 2024.

Holiday pay is in addition.

8.3.1 Minimum weekly and daily salary for employment

Weekly salary: Agreed monthly salary divided by 4.2.

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

8.3.2 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 8.3, with the addition of an amount equal to the agreed monthly salary divided by 31.5 in the case of performance.

8.3.3 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.

8.4 Performance-related pay

8.4.1 Choreographers

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

Performance of no more than 30 minutes

As from 1 July 2023 SEK 411

As from 1 April 2024 SEK 424

Performance of more than 30 minutes

As from 1 July 2023 SEK 827

As from 1 April 2024 SEK 853

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.

8.4.2 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.

8.5 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 dance work will be eligible for a basic amount of at least the following:

Set and costume design for 1-10 participants

As from 1 July 2023

SEK 30,128

As from 1 April 2024

SEK 31,062

Set and costume design for 11-25 participants

As from 1 July 2023

SEK 36,584

As from 1 April 2024

SEK 37,718

Set and costume design for more than 25 participants

As from 1 July 2023

SEK 43,040

As from 1 April 2024

SEK 44,374

Set design excluding costume and costume only

As from 1 July 2023

SEK 21,518

As from 1 April 2024

SEK 22,186

An agreement must be made on the number of working days after delivery of sketches and models. The remuneration for these working days is 1/21 of the agreed monthly salary per day.

The minimum monthly salary is the minimum monthly salary for dancers (8.2).

The remuneration above 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 remuneration may be agreed. Features and arrangements are reimbursed by individual agreement.

For qualification purposes, production at professional theatres and dance companies is included.

8.6 Minimum salary for administrative and technical staff

For technical and administrative staff without relevant training, the minimum salary is **SEK 21,247** per month from 1 July 2023 and **SEK 21,906** per month from 1 April 2024.

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 22,793** per month from 1 July 2023 and **SEK 23,500** per month from 1 April 2024.

8.7 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.

9 Travel

9.1 Subsistence allowance

Subsistence allowance and travel expenses are reimbursed according to the travel agreement between the Swedish Performing Arts Association and the Swedish Union for Performing Arts and Film, referred to below as the Travel Agreement. See Appendix 4, with the following amendments/additions. Supplement to Clause 5, number 4 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.

9.1.1 Travel allowance

A travel allowance is a taxable allowance equivalent to salary.

9.2 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.

9.3 Touring abroad

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

9.4 Travel time allowance

For travel time within Sweden in excess of the fixed weekly working hours, travel time allowance is paid at SEK 67 per hour from 1 July 2023 and at SEK 69 per hour from 1 April 2024.

9.5 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 the Swedish Performing Arts Association and the Swedish Union for Performing Arts and Film.

10 Pension and insurance

The following rules apply from 1 January 2024. For the period before 1 January 2024, the rules set out in the previous contractual texts apply.

10.1 Occupational pension

10.1.1 Occupational pension and flexpension

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).

10.1.2 Employers already covered by ITP 1 and ITP 2

The following applies to employers already covered by ITP sections 1 and 2 and who, under the ITP agreement, are to remain in ITP sections 1 and 2:

For employees born in 1978 or earlier with employment lasting less than three consecutive full calendar months and thus not qualifying for ITP 2, the employer must pay the employee a special salary supplement called a 'Pension Supplement' instead of occupational pension contributions. The pension supplement consists of a percentage of the salary paid in cash corresponding to the premiums for ITP 1 and Flexpension for performing arts companies from time to time. The pension supplement is paid on final salary.

The pension supplement must not be used as a basis for the payment of other pension or transition contributions or similar supplements. It must also not be taken into account in salary surveys, salary analyses or similar, or affect or change the existing salary structure.

10.2 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.

10.3 Transition agreement

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

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 the Swedish Performing Arts Association 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

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.

APPENDICES

Appendix 1 List of special agreements not included in the printed version of the Agreement

Main agreement on security, transition and employment protection between PTK and the Swedish Performing Arts Association (22 July 2022)

ITP agreement

Agreement on Flexpension in performing arts companies (2 May 2017)

Agreement on Occupational Group Life Insurance (TGL)

Labour Market No-fault Liability Insurance (TFA)

Appendix 4 Employment contract, administrative/technical staff

Employee

Name Personal identity number
Address Phone

Employer

Name Corp. ID no.
Address
Place of work Phone

Employment type

Permanent employment from
Contractual fixed-term employment from to
Employment as a substitute from to during absence

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/time.

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 the Swedish Performing Arts Association 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 5 Travel agreement

§ 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
Norrbottn	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	-	

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.		