

A G R E E M E N T

between

Børneteatersammenslutningen (The Children's Theatre Organisation - BTS)

along with

Foreningen af Små Teatre i Danmark
(The Association of Small Theatres in Denmark - FAST)

(since the BTS/FAST merger in September 2011
the organizations have merged into
Teatrenes Interesseorganisation (The Theatre Interest Organisation - TIO))

and

Foreningen af Danske Sceneinstruktører (The Association of Danish Stagedirectors - FDS)

§ 1. Cover of agreement

Article 1. This agreement covers stage directing for theatres connected to BTS/FAST-TIO.

Article 2. The regulations of this agreement deal with stage directing, regardless of the director being a member of FDS or not.

§ 2. Definition of stage director's work

Article 1. The stage director has the overall artistic responsibility for the staging of the production.

Article 2. The duties of the stage director usually comprise of (according to the needs and character of the specific production):

- Interpretation of manuscript
- Mis en scene (developing the concept of the production)
- Choice of actors and designer, should the theatre company so wish
- Participating in preparatory meetings and production meetings
- First read through and rehearsals
- Directing actors / performers
- Follow-up on production

§ 3. Wages

Article 1. The minimum pay for the stage director will be wage level 24 (the Danish State wages system), but the stage director can never be paid less than the set employee wage levels of a theatre company.

Article 2. Directing work will be remunerated as follows:

- a. Productions with an expected performance duration of 40 minutes or less are remunerated with an amount equal to a minimum of three months wages.
- b. Productions with an expected performance duration between 40 and 90 minutes are remunerated with an amount equal to a minimum of three and a half months wages.
- c. Productions with an expected performance duration of more than 90 minutes are remunerated with an amount equal to a minimum of 4 months wages.
- d. Exceptionally large or complex productions – as e.g. regional, outdoor performances – are remunerated by individually reached contract, though with a minimum amount equal to four and a half months wages.

Article 3. Theatre companies not receiving subsidy according to the Theatre Law §§8, 15, 16a and 18, or other rules that might substitute these, are exempted from the wage regulations set down in this agreement.

Article 4. Should a theatre company, covered by this agreement, co-produce a production with a company, which according to the above, is exempt from the regulations of remuneration, then the regulations of this agreement apply.

§ 4. Subsequent work

Article 1. Subsequent work on the original production within 36 months of the opening night, shall be remunerated with 1/15 months wages per day, and the monthly wages applicable shall be those of when the work is executed.

§ 5. Wage adjustments

Article 1. Wages are adjusted annually in accordance with the regulations of the Danish state wage system.

§ 6. Dispensation

Article 1. Theatre companies that receive very little public subsidy and theatre companies that produce performances under special performance arrangements, may apply to FDS and BTS/FAST-TIO to seek permission to remunerate according to different terms than those set down in this agreement.

Permission may only be granted if both FDS and BTS/FAST-TIO are in agreement.

Article 2. A substantiated application for dispensation regarding article 1, should be sent to both BTS/FAST-TIO and FDS for consideration by these organisations.

Article 3. Upon evaluation of the application, FDS and BTS/FAST-TIO will pay specific attention to the overall conditions for the theatre company and the production.

Article 4. If dispensation is granted, according to article 1, the performance - if stationary – may be performed a maximum of 35 times, or – if touring – for an overall performance period of 15 months. The amount of performances or the performance period must be indicated in the contract. An extension of the performance period may only take place with a separate written agreement between the director and the theatre company.

Article 5. The same employment regulations apply as those in this agreement.

§ 7. Follow-up on production and re-rehearsals

Article 1. Follow-up on the production should take place before the 21st performance after the opening night. Follow-up is defined as the stage director attending a performance and giving subsequent notes to those involved in the production. Any travel or accommodation expenses are paid for by the theatre company.

Article 2. Should the follow-up work exceed that specified in article 1, the stage director shall be remunerated according to § 4, and the hours for preparation shall be remunerated in excess of the estimated amount of days for rehearsal.

Article 3. If there is a gap of 60 days or more when the production is not performed, rehearsals should take place. If there is a gap of 90 days or more when the production is not performed, rehearsals must take place. The scale of the rehearsals is agreed upon by the theatre company and the stage director and remunerated according to § 4, article 1.

§ 8. Extra dramaturgical work

Article 1. In the case of dramaturgical work, prior to the acceptance of the manuscript/piece, a separate agreement is made between the theatre company and the stage director.

§ 9. Pension

Article 1. Unless otherwise agreed, the stage director will receive pension insurance in accordance with current agreements between BTS/FAST-TIO and PFA.

Article 2. The pension allowance is, as of 1st July 2009, 12% of the agreed wages. The theatre company ensures payment to the appropriate pension scheme.

§ 10. Travel and accommodation

Article 1. Should the stage director be hindered in carrying out his/her daily work duties, due to length of travel distance between home and theatre, then the theatre company is obliged to provide accommodation during the rehearsal period, unless other arrangements are made.

Article 2. Should the stage director live at a distance from the theatre that enables work to be carried out without accommodation being provided, then the theatre company may provide assistance toward travel expenses.

Article 3. Should accommodation have been provided for the stage director, according to article 1, then the theatre is only obliged to pay for 1 (one) return trip to the stage director within the rehearsal period of the contract.

§ 11. Payment

Article 1. Unless otherwise agreed, the wages, in accordance with § 3, shall be paid at the end of the month. Daily wages, in accordance with § 4, shall be paid no later than the end of the month in which the work has taken place.

Article 2. Changes to the regulations of article 1 may be arranged under condition that all parties agree and the agreement has been ratified by FDS.

§ 12. Working hours

Article 1. Normal working hours are 37 hours per week.

Article 2. Working hours are scheduled independently, though normally within the hours of 9 a.m. – 10 p.m.

§ 13. Holidays and days off

Article 1. The stage director is covered by the current Holiday Law regulations.

Article 2. The employees have the right to a minimum of one day off per week.

Article 3. The following days are holidays: 1st January, Maundy Thursday, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, 1st May, Great Prayer Day, Ascension Day, Pentecost, 2nd Pentecost, 5th June from 12 noon, 24th December, 25th December, 26th December and 31st December.

Article 4. Should one of the holidays mentioned in § 13, for unforeseen reasons, have to be used on the production, the lost holiday will be recompensed with two days off in the remaining period of contract. The parties may however agree to recompensing the lost holiday with 2/15 of the monthly wages for said production.

§ 14. Contract

Article 1. When hiring a stage director, the standard contract attached to this agreement shall be used.

Article 2. Attention is furthermore drawn to EU Directive of 14th October 1991 regarding the employer's duty to inform the employee of the terms of contract or employment (91/533).

Article 3. The stage director should have received the contract no later than 5 weeks prior to rehearsals starting. This may be changed in agreement with the stage director.

Article 4. A temporary written agreement may be signed should one of the parties so wish.

Article 5. After commencement of contract the employment regulations are binding for both parties, apart from situations described in § 15.

Article 6. Changes to the contract, such as extra meetings, renewals, shortening or cancellations may only take place in agreement with both the stage director and the theatre company. Should the theatre company find it necessary to prolong the amount of working days, for reasons unforeseen to the stage director, the wages shall be as in accordance with § 4.

Article 7. The theatre company will, on demand from FDS as well as BTS/FAST-TIO, send copies of the signed contract between theatre company and stage director to the organisations.

§ 15. Illness and other reasons for absence

Article 1. Should the stage director, through illness, be unable to fulfil his/her duties, the ensuing absence is considered legal absence, unless the director intentionally or through gross negligence has brought about the illness during the period of contract, or he/she deceptively concealed that he/she had the illness at the start of contract.

Article 2. If the stage director's illness is of such a length that it is deemed to cause the theatre company great practical and thus financial difficulties, the theatre company has the right to cancel the contract in writing with 4 weeks notice.

Article 3. In the case of illness, in accordance with article 1, the stage director will choose a substitute stage director, following counselling with the theatre company. Should the illness occur prior to rehearsals however, the theatre company will choose the substitute.

(Re. § 15. All parties agree that difficulties in connection with pregnancy are understood as illness in accordance with article 1.)

§ 16. Production and staff meetings

Article 1. Unless otherwise stated in the contract, there will be one production meeting per week during the production period and otherwise as necessary.

§ 17. Copyright

Article 1. A stage production is covered by the current Copyright Law regulations.

Article 2. Re-staging or renewals may only take place with the agreement of the stage director.

Article 3. Copy to other media may only take place with the agreement of the stage director. The stage director retains all artistic responsibility on copy to other media, while the producer has the financial/administrative responsibility. The stage director retains furthermore, irrespective of a transfer of rights, his/her right to remuneration according to §§ 13, 17, 35 and 39 of the Copyright Law as well as similar rules and regulations that may later replace these, including foreign or international regulations.

§ 18. Performance rights

Article 1. A performance period may last for a maximum of 36 months.

Article 2. An agreement may be reached between the theatre company and the stage director that the theatre company has the right to perform the production between 24 to 36 months at a time in excess of the original performance period, in accordance with article 1. For this performance right the theatre company pays either

- a) minimum ½ the wages of the original contract *or*
- b) minimum 6% of the box office takings exclusive of VAT

Article 3. In the case of rehearsals of the production outside the original performance period, according to article 1, the wages will be according to § 4.

Article 4. The regulations of this paragraph may be overruled should both parties be in agreement and under the condition of agreement from FDS and BTS/FAST-TIO.

§19. Changes to the production

Article 1. The theatre company and the stage director may agree to

- a) the performance transferring from a stationary performance space to touring spaces or vice versa;
- b) script or character changes in excess of usual smaller adjustments *and*
- c) one or more parts being re-rehearsed

The agreement must be in writing.

Article 2. For rehearsals in connection with changes to the production, the stage director shall be remunerated as per § 4, and the time for preparation paid in excess of the estimated daily wages for rehearsals.

§ 20. Understudy rehearsals

Article 1. Understudy rehearsals may only be undertaken by the stage director, in which case he/she is remunerated in accordance with § 4. Should the stage director be unable to participate in this work, the theatre company can, in collaboration with the stage director, choose a substitute director.

§21. Production budget

Article 1. The theatre company is responsible for the finances of the production.

Article 2. The stage director is informed of the production budget prior to contract signing and may suggest alterations. Once the budget has been agreed, the stage director cannot make financial changes without the agreement of the theatre management.

§ 22. Credits

Article 1. The theatre company must ensure that the stage director is given proper credit.

(Re. § 22. All parties agree that the stage director is to be among the artists credited, should there be PR material)

§ 23. Documentation

Article 1. The stage director has a right to the PR coverage of the production by the theatre company and/or photos of the production as well as a tour list. The stage director has a right to a copy of the theatre company's video

documentation of the production and/or to make his/her own video documentation.

§ 24. Commencement of agreement

Article 1. This agreement commenced on 1st July 2009 and covers all productions hereafter.

§ 25. Termination of agreement

Article 1. This agreement is valid until it is brought to termination by one of the parties with a 6 month written notice, at which point it will be brought to end on 30th June, and 30th June 2013 at the earliest.

Article 2. It is the duty of the party terminating the agreement to put forth changes to the terminated agreement no later than one month after termination.

Article 3. Should negotiations about a new agreement not have been brought to conclusion before the end of agreement termination, then the agreement shall be valid until a new agreement is settled or until one of the parties initiates a work stoppage on behalf of its members.

Signed by the Chairmen of FDS and BTS/FAST – TIO

1st July 2009