

COLLECTIVE AGREEMENT OF ESTONIAN THEATRE EMPLOYEES

Non-profit association **Estonian Association of Performing Arts Institutions** (registry code 80232055), represented by the chairman of its management board Raivo Põldmaa, hereinafter referred to as the '**Association of Performing Arts Institutions**',
and
the **Estonian Theatre Union** (registry code 80035656), located at Uus 5, 10111 Tallinn, represented by its chairman Ain Lutsepp, hereinafter referred to as the '**Theatre Union**',
hereinafter jointly also referred to as the '**parties**', have entered into this collective agreement as follows:

Chapter I GENERAL PROVISIONS

- 1.1 This collective agreement is a voluntary agreement between the parties that governs the rights and obligations arising from relationships under the law of obligations and from the Performing Arts Institutions Act.
- 1.2 This collective agreement shall be applied in the theatres that are regarded as performing arts institutions for the purposes of the Performing Arts Institutions Act and are members of the Association of Performing Arts Institutions. The scope of the collective agreement includes all employees regardless of the type of the individual contract under the law of obligations that they have entered into.
- 1.3 The parties shall act in accordance with the legislation in force in the Republic of Estonia and have agreed that the text of the legislation will not be copied in this collective agreement.
- 1.4 Agreements entered into in theatres and between theatres and professional associations may provide for terms and conditions that are more favourable than those set out in this collective agreement. In the case of a discrepancy between this collective agreement and another agreement, the provisions that are more favourable for an employee shall be applied.
- 1.5 In the case that an internal collective agreement is concluded within a theatre, the agreement shall be presented to the Theatre Union and the Association of Performing Arts Institutions for examination.
- 1.6 This collective agreement will enter into force on 1 January 2015 and will be valid for two years from the date of entry into force.
- 1.7 After the above expiry date, the validity of the agreement shall be automatically extended by one year, unless a signatory party disputes it or puts forward a proposal of amendment of the agreement in writing no later than 3 months before the expiry date. The parties shall engage in the discussion of an amendment proposal within 30 days from the date it was put forward.
- 1.8 During the effective term of the collective agreement, the parties shall refrain from any acts that harm the property, legal interests or reputation of the other party. The parties are also required to prevent any disruptions of work, try to avoid the emergence of both collective and individual labour disputes, and not to declare a strike or a lock-out for the purpose of changing these terms and conditions.

Chapter II

TERMS USED IN THE COLLECTIVE AGREEMENT

- 2.1 **Theatre** – a performing arts institution that has acceded to this collective agreement.
- 2.2 **Employer** – the head of a theatre.
- 2.3 **Employee** – a natural person working in a theatre on the basis of an employment contract or a contract under the law of obligations. **Employees with an independent decision-making power** are employees whose work has a nature that allows them to independently determine their working time. An employee has an independent decision-making power to independently determine his or her working time only if this right is provided for in the employment contract or in the statutes of the institution in question.
- 2.4 **Contract** – a contract under the law of obligations entered into between an employee and an employer.
- 2.5 **Business and production secret** – in a theatre, the following information in any format and/or on any data medium is deemed to be a business secret:
- 2.5.1 the content of the contracts entered into and the data of the parties to the contracts;
 - 2.5.2 the pricing principles for the services provided and any information that concerns them;
 - 2.5.3 information concerning financial transactions;
 - 2.5.4 home addresses, telephone numbers and other personal information of co-workers;
 - 2.5.5 the security measures, alarm system codes, computer and server passwords, etc., known to the employees, as well as the structure, setup and composition of the information and security system, the architecture of computer networks, communications systems, etc. used in the theatre;
 - 2.5.6 the amounts of employees' wages, fees paid to performers, and other disbursements.
- 2.6 **Job description** – an appendix to an employment contract which shall include the employee's exact duties, qualification requirements for the post, and the position of the employee in the structural unit and management structure (the immediate superior and subordinates of the employee).
- 2.7 **Theatrical emergency** – a situation in which the rehearsal period is disturbed to an extent that threatens the timely presentation of the premiere or there is a real danger of cancellation of a performance scheduled in the programme of performances.
- 2.8 **Basic wage** – the gross hourly, daily, weekly or monthly wage rate agreed upon in the employment contract which corresponds to the employee's qualification and the level established in the document certifying education and/or professional certificate of the employee.
- 2.9 **Minimum remuneration** – the minimum wage of a group of employees agreed in the wage negotiations between the government, employers and employees.

- 2.10 **Minimum wage** – the lowest wage that may be paid to a person employed full-time under an employment contract, as established by the government from time to time.
- 2.11 **Additional remuneration** – the remuneration payable by an employer to an employee for the performance of additional duties (those not indicated in the contract), for a performance that exceeds the required performance, for overtime work or for work in the evening and at night.
- 2.12 **Work schedule** – a schedule indicating the time and place of rehearsals and performances for a specified period.
- 2.13 **Programme of performances** – a schedule of performances by dates.
- 2.14 **Full rehearsal** – a rehearsal in which the entire production is played through and where the essential conditions and means correspond to those required during the actual performance.
- 2.15 **Dress rehearsal** – a rehearsal in which the entire production is played through without interruptions and where all the conditions and means correspond to those required during the actual performance.

Chapter III

RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1 The parties shall regard the objective to provide artistically and technically high-value performances to their audiences as the priority of their activities.
- 3.2 The parties shall prevent disruptions of work and ensure an atmosphere conducive to creativity in the theatre.

Employers' obligations:

- 3.3 An employer shall ensure the conditions that are necessary for normal and unhindered theatrical activities.
- 3.4 An employer shall ensure that the premises, equipment, tools and materials necessary for theatrical activities are in place and maintained.
- 3.5 An employer shall provide employees with personal protective equipment and special clothing in accordance with the decisions adopted by the working environment council under the Occupational Health and Safety Act.
- 3.6 An employer shall give due consideration to the needs and legitimate demands of the employees.
- 3.7 When requiring any new skills or qualifications not specified in the employment contract or job description, the employer shall organise professional training at the expense of the theatre.
- 3.8 An employer shall draw up a job description for each specialty and present the relevant job description to each employee.

- 3.9 At the request of an employee, the employer shall issue a certificate conforming to the formal requirements established by the Tax and Customs Board regarding the wages paid to the employee, the taxes withheld from the wages, and the insurance premiums paid for the employee.
- 3.10 At the request of an employee, the employer shall issue a character reference concerning the employee for the period during which the employee worked in the theatre.

Employees' obligations

- 3.11 An employee shall perform the work agreed in the contract and described in the job description at the agreed time and to the agreed extent, in exchange for the agreed remuneration.
- 3.12 An employee shall perform his or her duties in person.
- 3.13 An employee shall treat prudently the premises, equipment, material and supplies used by the employee.
- 3.14 An employee shall maintain the confidentiality of the employer's business and production secrets.
- 3.15 An employee shall agree with his or her employer any professional work for another employer.
- 3.16 An employee shall refrain from acts that prevent other employees from performing their duties or that damage the property of the theatre or other employees, and shall make every effort to ensure that the property of any third parties is not damaged.
- 3.17 An employee may not be transferred to another job which significantly differs from the tasks specified in the employee's contract, without the employee's consent. The employee's consent to transfer to another job for a term of up to one month is not required in the cases provided for in the legislation or in the case of an urgent need to continue the work of the theatre.

Chapter IV

REMUNERATION TERMS, BENEFITS AND ALLOWANCES

- 4.1 A person employed in a theatre shall be entitled to receive remuneration from the moment the person takes up his or her duties.
- 4.2 A full-time employee shall be paid at least the minimum wage established at the national level (by a government regulation).
- 4.3 The remuneration established in a theatre shall be based on agreements concluded at the national level on the minimum remuneration of employees with a higher or special professional education. The parties consider it to be a good practice to observe agreements on the minimum remuneration of cultural professionals, concluded at the national level.
- 4.4 In the event that an employee does not have the required education or professional qualification for a position, the employee's basic wage may be up to 15% lower than the minimum remuneration for cultural professionals with the education in question, agreed at the national level.
- 4.5 No remuneration shall be paid to an employee for the time when the employee is absent from work for no reason.

4.6 Additional remuneration for work during night-time

For work during night-time (22.00-06.00), an employee shall be paid additional remuneration of 25%, unless it has been agreed that the employee's remuneration includes working during night-time.

4.7 Remuneration for work during public holidays

At least double remuneration shall be paid for work performed during a public holiday. In addition, the law provides for the possibility to compensate, at the employee's request, working during a public holiday by an equivalent amount of time off; in this case, work performed during the public holiday shall be compensated as work performed during a regular working day.

4.8 Compensation for work during days off

Work performed by an employee outside the scheduled working days, i.e. on the employee's days off, shall be compensated either in money (at a rate of at least 50% of the employee's remuneration) or in days off, as agreed between the parties.

4.9 Overtime

Working that exceeds the agreed working time (more than 40 hours per seven-day period in the case of recording of summarised working time or day-based recording of working time) shall be compensated either by time off or by additional remuneration at a rate of at least 50% of the employee's hourly wage rate, as agreed with the employee concerned.

If the period underlying the recording of summarised working time is 3 months or longer, additional remuneration at the rate of 50% shall be paid for the first 8 extra hours and additional remuneration at the rate of 100% shall be paid for each subsequent extra hour.

4.10 The basic wage of a part-time employee shall be reduced in proportion to the amount of time by which the employee's working time is shorter than full-time working time.

4.11 In the event that an employee participates in the public performance of a production in a function that differs from the function agreed upon in the employee's contract, the fulfilment of such a function shall be subject to a separate agreement on a case-by-case basis.

4.12 Performance fees and/or workload fees. Performance fees (remuneration payable for each performance, which in some cases depends on the degree of complexity of the role) and/or workload fees (remuneration payable for performances exceeding a certain number of performances or for workload that exceeds the average workload) are excluded from the scope of this collective agreement and shall be regulated separately in each theatre through internal procedure rules, collective agreements or agreements between the parties.

4.13 Subject to the availability of funds, an employer shall pay an allowance in the event of the death of a person close to an employee and/or the birth of an employee's child on the basis of an application submitted by the employee.

4.14 An employer shall pay bonuses to employees if the employer considers the reason for this (a prominent personal work-related achievement, an anniversary in work or personal life, etc.) to be sufficiently significant. A bonus shall be awarded on the basis of a written proposal from the division head or the procedure established in the theatre.

- 4.15 If possible, a theatre shall pay an employee who is a member of the Theatre Union a sickness benefit for the first three days of sickness on the basis of the average salary of the employee over the past six months, subject to the presentation of the certificate of incapacity for work.

Chapter V

WORKING TIME

- 5.1 The working time of an employee shall be determined in the employee's individual contract, taking into account the organisation of working time applicable to the employee and based on a 40-hour working week.
- 5.2 Administrative staff and employees involved in the preparation of productions shall generally be subject to a 5-day working week and an 8-hour working day. Independent decision-making power concerning working time or recording of summarised working time may be applied to division heads, administrative staff and employees involved in the preparation of performances.
- 5.3 Recording of summarised working time shall be applied in the cases where the standard for working time is met over a period longer than a working day, and the period underlying the recording of summarised working time shall be established in the individual contract, collective agreement and/or internal procedure rules. A period underlying the recording of summarised working time shall be up to 4 months.
- 5.4 An employee shall generally work 40 hours a week, from which the maximum number of working hours in a period underlying the recording of summarised working time shall be derived. In the event that the time worked is longer than the maximum number of working hours established for the working time recording period, the employer shall remunerate the employee for overtime. The duration of working time shall not exceed the average of 48 hours per 7-day period. An employee and a theatre may agree on a longer than 48-hour working time, provided, however, that the working time will not exceed 52 hours on average per 7-day period over a four-month working time recording period and the agreement is not abusive towards the employee. The employee may cancel the agreement, giving notice of such intention at least two weeks in advance.
- 5.5 The everyday work of a theatre is governed by its work schedule and/or programme of performances. A programme of performances shall be provided to employees at least 1 month before the start of a work period; a work schedule shall be provided to employees 68 hours before the start of a work period and to actors 7 days before the start of a work period.
- 5.6 Working hours shall generally be divided into two parts, one of which may not exceed 5 hours, and the beginning and end of a working day shall fall within a period of 12 hours, unless otherwise agreed by the parties. As a rule, working time shall last from 7.00 to 24.00 and shall not exceed 12 working hours. In the cases where a working day is divided into two parts, the interval between the two parts intended for rest and dining shall last at least 2 hours.
- 5.7 Working time shall include the time required for the preparation of a production, making preparations for a rehearsal or performance and, in the case of ticket office employees, for the receipt and delivery of cash, with the exact limits to be agreed within each theatre. Working time shall include the time required for loading and unloading of stage set elements in the case of in-house performances, and the time required for unloading, setting up, rehearsing and performance in the case of performances given outside the home theatre. The time required for travelling to and from a duty assignment outside the theatre shall be included in the working time. In the case

of a duty assignment outside the home theatre that lasts several days, the mechanism of recording of summarised working time and the statutory principle for a full-time employee working 8 hours a day and 40 hours per 7-day period shall apply. For employees engaged in creative activities, the time required for independent work shall also be included in the working time.

- 5.8 In order to ensure the normal course of work, an employer may introduce urgent amendments to a work schedule that has been provided to employees, if this is due to circumstances amounting to force majeure which could not be foreseen (force majeure includes, without limitation, a need to replace an announced performance due to the illness of an employee, incomplete staff, etc.).
- 5.9 Amendments introduced when providing a detailed weekly work schedule shall not be deemed to be urgent amendments, except if a day off is turned into a working day.
- 5.10 An employer shall grant employees at least one specific day off each week, which shall be set for the entire period underlying the recording of summarised working time. Changing the fixed day off requires prior notification at least 2 months in advance. In the case that an employer wishes to change a fixed day off less than 2 months in advance, the change shall be subject to the agreement between the employer and the employee concerned.
- 5.11 In view of the specific organisation of work in the theatre, an employer may grant unused days off as additional holiday days.
- 5.12 Employees subject to recording of summarised working time shall not be entitled to a shortened working day on days immediately preceding national holidays and public holidays; however, their agreed working time during the working time recording period in which such days fall shall be reduced by 3 hours for each such day.
- 5.13 A rest period between working days shall be at least 11 hours or, in the case of a performance given outside the home theatre, at least 10 hours.
- 5.14 Exceptionally, a shorter than 11-hour rest period may be applied only between arrival from a performance given outside the home theatre and the next working day and, in the case of technical employees servicing a performance, between an evening performance and preparations for a morning dress rehearsal.
- 5.15 The time spent by an employee on medical examination on the instruction by the employer shall be included in working time.
- 5.16 Time spent on professional training agreed with the employer may be included in working time.
- 5.17 Employees who work in front of a monitor (on average more than 40% of the working time) shall be granted a 20-minute break every two working hours, which shall be included in the working time.
- 5.18 In the case that working time begins before or ends after the period of operation of public transport, the theatre shall provide employees with transport to their homes within the boundaries of the city in which the theatre is located.

Chapter VI

CONTRACT

- 6.1 All contracts related to a new production shall be entered into before the approval of the working group engaged in the preparation of the new production.
- 6.2 An employment contract shall be entered into with a probation period of 4 months, unless the parties agree otherwise.
- 6.3 Employment contracts with persons engaged in creative activities shall be entered into in accordance with the Performing Arts Institutions Act.
- 6.4 More than two consecutive fixed-term employment contracts may be entered into with an employee engaged in creative activities or the employment contract of such employee may be renewed more than once every five years, provided that this is necessary because of the specific nature of the creative work and the total number of consecutive fixed-term employment contracts does not exceed five contracts and their total duration does not exceed ten years.
- 6.5 A declaration of cancellation of the employment contract made by an employee may be deemed to be null and void only by agreement of the parties.
- 6.6 If an employer or an employee gives shorter advance notice of cancellation of an employment contract than prescribed by law or agreed in the collective agreement, the employee or the employer, respectively, shall be entitled to compensation to the extent that the employee or employer would have been entitled to if the advance notification term had been followed.
- 6.7 In the event of termination of a fixed-term contract providing for specific benefits on the initiative of the employee or on the initiative of the employer due to unsatisfactory results of the probation period, the unsuitability of the employee for his or her position or for the work to be performed due to professional skills or for reasons of health, violation of obligations by the employee or loss of trust in the employee, the employer shall have the right to require the employee to return the specific benefits received.
- 6.8 The parties consider it to be a good practice to abide by the principle of notifying the other party about termination of a fixed-term contract which is not followed by the entry into a new contract in writing at least 4 months in advance.
- 6.9 In view of the specificity of theatrical work and based on the Performing Arts Institutions Act, an employer shall have the right to evaluate employees in accordance with the procedure established in the theatre. Inadequacy of the health of an employee for the employee's position shall be certified by the decision of a doctor.
- 6.10 In the event of termination of the employment contract of an employee, the employer shall, if possible, transfer the final settlement to the employee on the last working day under the contract, but no later than 2 working days after the date of termination of the contract, depending on the organisation of work at the State Treasury.
- 6.11 When an employee working under a fixed-term employment contract takes maternity leave and/or child care leave, the employment contract with the employee shall be terminated upon expiry of the contract term, and when the employee returns from child leave, a new employment contract shall be signed with the employee on the same terms and at least for the time during which the previous employment contract was suspended due to maternity leave and/or child care leave.

- 6.12 When an employee working under a fixed-term employment contract takes maternity leave and/or child care leave during the effective term of the contract but returns to work before the expiry of the contract, the period during which the contract was suspended due to maternity leave and/or child care leave shall be added to the contract.
- 6.13 The parties consider it to be a good practice for an employer to not extraordinarily cancel an employment contract with an employee who has less than three years until the age entitling the employee to an old-age pension or superannuated pension. This section shall be applied if the cancellation of the employment contract is not based on a violation of the employment contract by the employee and if the professional level of the employee corresponds to the position and the work to be performed.

Chapter VII

HOLIDAY

- 7.1 The duration of an annual holiday shall be 28 calendar days in accordance with the applicable law. A holiday should generally be uninterrupted, but due to the specificity of theatrical work, a holiday can be divided into parts, considering that one part of the holiday shall last for at least 14 consecutive calendar days.
- 7.2 In the case that an employer has approved a holiday schedule and presented it to the employees before 1 March, the schedule shall be mandatory for all employees.
- 7.3 Owing to the specific nature of theatrical work, an employer may grant additional holidays. The duration of and the procedure for granting additional holidays shall be agreed upon between the parties within each theatre.
- 7.4 An employee may be granted a full holiday during the employee's first year of service, irrespective of the time worked, depending on the position of the employee and the duration of the collective holiday of the theatre.
- 7.5 Based on the written application of an employee, the employer may grant an unpaid leave to the employee for the period agreed between the parties, considering the work plan of the theatre.
- 7.6 Employers shall enable employees to have 3 days off per calendar year for a wedding, the birth of a child and the funeral of a person close to an employee, for which the average remuneration shall be paid. The provision of days off shall not endanger the conduct of dress rehearsals or serve as a basis for adjusting the number of rehearsals.
- 7.7 To an employee engaged in creative activities who has received a grant for creative activities from the Ministry of Culture, the Cultural Endowment or funds, an employer shall, on the basis of an application, grant an unpaid leave for training and/or self-improvement for up to 3 months at a time acceptable to the theatre, provided that the employee informs the theatre about this at least 6 months in advance and the theatre's work plan allows for this. The period of such leave shall be included in the working time that entitles the employee to a holiday.
- 7.8 An employer may send employees to work-related training, reimbursing the employees for the direct costs involved (attendance fee, study materials, travel and accommodation costs). The average remuneration of the employees shall be maintained for the period of training.

- 7.9 In the case of theatre-related refresher training organised in the summer, an employer may, on the basis of a prior written application of an employee, pay the employee's attendance fee and travel expenses, but as a rule, this does not give rise to the extension of the summer holiday.

Chapter VIII

THEATRE'S PRODUCER RIGHTS AND COPYRIGHTS

Theatre's producer rights

- 8.1 A theatre shall have the producer's rights to a production, concert or other programme and parts thereof (hereinafter referred to as the 'works' and 'parts of works', respectively), the preparation of which has been arranged by the theatre and/or which have been publicly presented. Without the permission of the theatre as the producer and possible compensation, a work may not be presented as produced or in any altered form.
- 8.2 A work or parts thereof owned or possessed by a theatre, or materials protected directly by the copyright (sound designs, stage designs and costume designs that have been placed in the use of the theatre by the artists) may not be given to unrelated persons, whether as originals or copies and whether permanently or temporarily, without the permission of the theatre and the author.
- 8.3 Photographs, posters and other promotional materials commissioned by a theatre and made and acquired on the basis of a contract are owned by the theatre, which shall have the exclusive right to use them for the purpose of presenting its activities and promoting performances, concerts or other events. Photographs of a production which have been commissioned by a theatre may be displayed by the author of the photographs in an exhibition only with the permission of the theatre.

Copyrights of employees engaged in creative activities

- 8.4 Authors and performers shall have the right to familiarise themselves with the information that the theatre will give to the press about a production. A theatre shall record scenes for information, archiving and presentation purposes in agreement with the scenographer.
- 8.5 Photo, audio or video recordings made during a performance or rehearsal may be disclosed by the theatre for the purpose of presenting its activities without any compensation due to the persons involved.
- 8.6 Photos of performances and rehearsals, posters and other recordings that have not been commissioned by the theatre shall not be disclosed without the agreement of the parties.
- 8.7 A theatre shall agree on the recording of a performance and the presentation of the recording with the authors and performers of the production.
- 8.8 Any transfer of a performance from the planned conditions to different conditions shall be agreed with the director, the choreographer, the scenographer, the lighting designer and the sound designer. These employees shall, if necessary, be given an opportunity to familiarise themselves with the new conditions in advance and agree on additional rehearsals resulting from the change of conditions. An additional agreement on the introduction of changes shall be entered into between the theatre and the authors.

- 8.9 The stage set and parts thereof, as well as materials produced for the purpose of presentation of the production, may be used outside the context of the production only by agreement between the director, the scenographer and the theatre.

Chapter IX

GENERAL PROCEDURE FOR PREPARATION OF NEW PRODUCTIONS

9.1 Working group

A working group shall be set up to prepare a new production.

9.2 Planning a new production

A theatre shall draw up a plan of new productions for each half-year, which has been discussed with the working groups, and shall make the plan known to the employees of the theatre at least 2 weeks before the start of a half-year.

9.3 Preparations for a new production

In order to ensure sufficient preparation time, the parties shall seek to act as follows:

- 9.3.1 The director and scenographer(s) shall be provided with the full text of the play (or the text version approved by the director) in the language of the performance no later than 3 months before the start of the agreed rehearsal period.
- 9.3.2 The scenographer shall present the stage set and costume designs no later than 2.5 months before the planned premiere.
- 9.3.3 The working group preparing the new production shall have at least 1.5 months of working time for the production of the stage set and costumes.
- 9.3.4 The musical director, conductor, director and scenographer(s) shall be provided with the full libretto of an opera, operetta or musical in the language of the performance, as well as piano scores, no later than 6 months before the start of the agreed rehearsal period.

9.4 Rehearsals

- 9.4.1 To prepare a production, a theatre shall plan a sufficient number of rehearsals, considering the degree of complexity of the production. The number of rehearsals shall be agreed in advance with the director or choreographer; however, at the director's request, at least 40 rehearsals (incl. at least 12 stage rehearsals with the stage scenery) shall be held for a full-scale performance in-house, engaging, if necessary, all actors or dancers involved in the performance.
- 9.4.2 The stage rehearsals shall include at least 3 preparatory dress rehearsals and at least 3 scheduled dress rehearsals. The 3 scheduled dress rehearsals shall be conducted uninterrupted. The dress rehearsal of a particularly long performance shall be agreed upon separately between the theatre and the working group.
- 9.4.3 Among the 40 rehearsals mentioned above, the theatre shall conduct at least 1 set assembly rehearsal, 1 scene change rehearsal and 1 lighting rehearsal, unless otherwise agreed within the working group.

- 9.4.4 Lighting, sound and scene change rehearsals shall be held when the stage set and costumes are ready. In these rehearsals, all technical employees and employees engaged in creative activities necessary for the smooth running of the performance shall participate, as appropriate.
- 9.4.5 Preliminary costume and makeup rehearsals shall be arranged by the costume designer and the make-up artist in agreement with the director sufficiently in advance of the beginning of dress rehearsals.
- 9.4.6 Singing, dance, orchestra and other necessary special rehearsals shall be held as agreed in advance. In the cases where support staff participates in the performance, a sufficient number of rehearsals in which actors and the support staff are present at the same time shall be held before the first dress rehearsal.
- 9.4.7 The director or choreographer may conduct additional preparatory and dress rehearsals only with the permission of the theatre and with the consent of the working group.
- 9.4.8 As a rule, at least one performance of the new production shall take place during the week that follows the premiere.
- 9.4.9 Any unauthorised persons may attend a rehearsal only in agreement with the production group.

Chapter X

TRUSTEES, INFORMATION AND CONSULTATION, NEGOTIATIONS

The purpose of trade union trustees (hereinafter referred to as the 'trustees') as an institution is to support the implementation and further development of this agreement, work agreements of professional associations and collective agreements entered into within theatres, the rational, legal and prompt resolution of disagreements between a theatre and employees, and the prevention of disruption of work.

Trustee

- 10.1 A trustee is an employee of a theatre with an employment contract, elected by the employees of the theatre as their representative to perform the tasks specified in this agreement.
- 10.2 The employer and the staff shall be informed about the trustee in a format that can be reproduced in writing.
- 10.3 An authorised trustee shall also have the right to represent employees who are not members of the Theatre Union.

Election of trustees

- 10.4 The parties deem it reasonable to agree on the desired number of trustees.
- 10.5 The management of the theatre shall be informed in writing of the elected trustees, the term of their authority and their premature removal.
- 10.6 The parties deem it reasonable to elect a chief trustee if the number of trustees is higher than five.

Rights and obligations of trustees

10.7 The rights necessary for the work of a trustee are as follows:

- represent the employees who authorised the trustee in the issues relating to the implementation of the collective agreement;
- freely examine the working conditions and the organisation of work at all workplaces;
- receive information from the management of the theatre which is necessary for exercising the trustee's authority, incl. on any pending disputes;
- freely disseminate information pertaining to work and to the activities of the union of employees;
- use, in agreement with the theatre, the premises, telecommunications systems, photocopying facilities and means of transportation of the theatre, for the performance of the trustee's duties;
- notify state authorities, unions of employees and the Estonian Theatre Union about violations of the legislation, collective agreements, employment contracts or other agreements pertaining to work by the theatre.

10.8 The employment contract of a trustee shall not be cancelled during the term of authority of the trustee (except under section 88 "Extraordinary cancellation of employment contract by employer for reasons arising from employee" of the Employment Contracts Act); the terms and conditions of the trustee's employment contract shall not be worsened (except for reduction of remuneration if an extraordinary temporary collective reduction of remuneration has been agreed upon); the trustee shall not be laid off; and, upon expiry of the current employment contract, a new contract shall be entered into with the trustee on a yearly basis during the term of authority of the trustee.

10.9 A trustee shall perform the following obligations:

- represent employees in the employment relationship with the employer;
- introduce the collective agreement to employees;
- monitor compliance with the terms and conditions of the collective agreement and employment contracts and labour laws;
- prevent disruptions of work on the part of employees during the effective term of the collective agreement;
- mediate between the parties to labour disputes;
- communicate employment relationship-related information known to him or her to the management of the theatre or its representatives and to employees, their unions and associations;
- maintain the production, business and professional secrets which become known to him or her.

Information and consultation

10.10 An employer shall inform the trustee and consult with the trustee at least on the following matters concerning the employees:

- the structure of the employer, the staff, changes therein and planned decisions which will significantly affect the structure of the employer and the staff;
- planned decisions which are likely to bring about substantial changes in the organisation of work;
- planned decisions which are likely to bring about substantial changes in the employment relationships of employees, including termination of the employment relationship.

10.11 The employer shall inform about an annual report prepared pursuant to the Accounting Act no later than 14 days after the approval of the annual report.

10.12 The employer and the trustee shall provide information in writing or in a format that can be reproduced in writing, unless the parties have agreed otherwise.

- 10.13 In the event of a disagreement or misunderstanding concerning the remuneration of an employee or any other issue pertaining to an employment relationship, the trustee shall obtain from the employer, with the employee's consent, all the information necessary to clarify the issue.
- 10.14 The theatre shall present the bases for calculation of remuneration to the chief trustee and/or one of the trustees once a year and the remuneration terms of new employees after the start of their employment relationships.

Chapter XI

RESOLUTION OF DISPUTES AND LIABILITY

- 11.1 Any collective and individual differences of opinion and labour disputes arising from the interpretation and performance of the collective agreement shall be resolved by way of negotiations between the employer and trustee(s).
- 11.2 In the event of failure to reach an agreement, the parties shall turn to the conciliation board set up by the Estonian Theatre Union and the Estonian Association of Performing Arts Institutions composed of two representatives of the Theatre Union and two representatives of the Association of Performing Arts Institutions.
- 11.3 Disputes relating to the status of a representative of employees (trustee), the performance of the trustee's duties and the amendment or termination of the trustee's employment contract shall be resolved by the conciliation board.
- 11.4 In order to resolve a dispute in the conciliation board, a representative of the employer and, if the employee is a member of a professional association, a representative of the professional association shall be invited to attend. In the event that the parties fail to reach an agreement, the dispute shall be settled in accordance with the law.
- 11.5 Minutes shall be taken of the negotiations, which shall be signed by the representatives of both parties.

Chapter XII

FINAL PROVISIONS

- 12.1 During the period of validity of the collective agreement, the parties shall comply with the terms and conditions prescribed herein and observe the obligation to prevent disruptions of work.
- 12.2 Upon expiration of the collective agreement, the parties shall, pending the conclusion of a new collective agreement, comply with the terms and conditions of the collective agreement, except for the obligation to prevent disruptions of work.
- 12.3 The collective agreement shall be introduced and accessible to all employees.
- 12.4 An employer shall introduce the collective agreement to new employees upon their entry into employment and to all current employees when the collective agreement is amended or supplemented or when a new collective agreement is entered into.

- 12.5 The Estonian Theatre Union shall register the collective agreement in accordance with the procedure provided by law.
- 12.6 The collective agreement shall be amended and supplemented by agreement of the parties.
- 12.7 The party requesting amendment of the agreement shall submit a written proposal, to which the other party is required to reply in writing no later than one month after the receipt of the proposal, and if necessary, the parties shall agree on the opening of negotiations.
- 12.8 The parties shall enable each other to freely obtain information necessary for the verification of compliance with the collective agreement.
- 12.9 In the event of non-compliance with the obligations provided for in the collective agreement, the party violating the agreement shall be held liable in accordance with the procedure prescribed by law.
- 12.10 The collective agreement and its annexes have been drawn up in two counterparts, one for the Estonian Association of Performing Arts Institutions and one for the Estonian Theatre Union.

Ain Lutsepp
Chairman of the Estonian Theatre Union

Raivo Põldmaa
Chairman of the management board of the
Estonian Association of Performing Arts
Institutions

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