

Joint Committee 304
Collective Labour Agreement of 19 December 2016 on salary
and employment conditions
Dutch language area
Unofficial coordinated version

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CHAPTER 1 - Scope

Article 1.

This Collective Labour Agreement applies to employers who cumulatively meet the following conditions:

1. Fall within the scope of the Joint Committee for the Entertainment Industry
2. The registered office is located either in the Flemish Region or in the Brussels-Capital Region,
3. The employer is listed in the Dutch linguistic register with the National Social Security Office.

and their employees, even if they do occasional work,

1° regardless of the place and the circumstances for the public:

- a) present shows in the context of spectacles or fairground performances;
- b) individually or collectively practice an art that includes, among other things, any form of music, song, dance, spoken word, mime, agility or strength exercises;

2° who, in any function, cooperate in the performance itself;

3° who, in any function, cooperate in the preparation and/or organisation of the performance;

Article 2.

This Collective Labour Agreement also applies if the employer of the employees mentioned in Article 1 falls under the authority of another joint committee for other activities. This is on the condition that the registered office is located in the Flemish Region or the Brussels-Capital Region, and the employer is listed in the Dutch linguistic register with the National Social Security Office.

However, this Collective Labour Agreement does not apply to

1° employees and their employers for the activities that fall under the authority of the Joint Committee for the hotel industry (PC302);

2° paid athletes and their employers (PC223);

3° employees and their employers who fall under the authority of the Joint Committee for the film industry (PC303);

4° employees who mainly carry out non-manual work and their employers who fall under the authority of the Joint Committee for the audiovisual sector (PC227).

CHAPTER 2 - General terms and conditions

Article 3. Application of general terms and conditions

The provisions of this chapter apply to employers and their employees as described in Article 1 of this CLA.

For the employers and their employees described in Article 2 of this CLA and belonging to function 1.1. and 1.2. (see Article 4 of this CLA), only the following provisions apply: Article 5, Article 6, Article 9, Article 10 and Article 14.

Article 4. Function categories and functions

The following is a list of the functions and function categories used. Reference is made further in this CLA to the functions on the basis of the function number or the function category. A detailed description of the functions can be found in the brochure 'Performing Arts & Music Job Descriptions'.

Within the 5 function categories, we distinguish the following functions:

Artistic

- 1 Performer
 - 1.1 Performer Type 1 - interpreter
 - 1.2 Performer Type 2 - creator
 - 1.3 Performer Type 3 - coordinator
- 2 Participative Artistic Collaborator
- 3 Artistic Director
 - 3.1 Type 1 - no General Director < 25 employees and < 2.5million
 - 3.2 Type 2 - no General Director > 25 employees and > 2.5 million
 - 3.3 Type 3 - General Director < 25 employees and < 2.5 million
 - 3.4 Type 4 - General Director > 25 employees and > 2.5 million
- 4 Assistant stage director/choreographer/conductor
- 5 Author/Composer
- 6 Dramaturge
- 7 Designer
- 8 Programmer
- 9 Stage Director/Choreographer/Conductor

Maintenance – Logistics

- 10 Driver
 - 10.1 Type 1 - driving license B or BE
 - 10.2 Type 2 - driving license C
 - 10.3 Type 3 - driving license CE
 - 10.4 Type 4 - driving license D
- 10 Building Management
 - 11.1 Coordinator
 - 11.2 Specialist
 - 11.3 Assistant
- 12 Canteen/Bar

- 12.1 Coordinator
- 12.2 Collaborator
- 13 Porter - Security Guard - Caretaker
- 14 Cleaning
 - 14.1 Coordinator
 - 14.2 Collaborator

Public-oriented and Commercial Activities

- 15 Educational Worker
- 16 Box Office
 - 16.1 Coordinator
 - 16.2 Collaborator
- 17 Front of House
 - 17.1 Coordinator
 - 17.2 Collaborator
- 18 Press and Promotion/Communication
 - 18.1 Coordinator
 - 18.2 Specialist/Generalist
 - 18.3 Assistant
- 19 Booking Agent

Technical – Artistic

- 20 Workshop
 - 20.1 Coordinator
 - 20.1.A Type 1 - max 5 collaborators
 - 20.1.B Type 2 - ± 10 collaborators
 - 20.2 Collaborator
- 21 Make-up artist - Hairdresser
- 22 Dresser
- 23 Stage Technicians
 - 23.1 Coordinator
 - 23.2 Specialist
 - 23.3 Assistant
- 24 Production Manager
 - 24.1 Type 1 - small
 - 24.2 Type 2 - larger/more complex
- 25 Props Manager
- 26 Technical Director
 - 26.1 Type 1 - max 5 technicians
 - 26.2 Type 2 - ± 10 technicians

Administration - Supporting Services

- 27 Coordinator Voluntary Work
- 28 Supporting Services
 - 28.1 Coordinator
 - 28.2 Specialist
 - 28.3 Assistant
- 29 Health and Safety Advisor
- 30 Business Manager
 - 30.1 Type 1 - no General Director < 25 employees and < 2.5 million
 - 30.2 Type 2 - no General Director > 25 employees and > 2.5 million
 - 30.3 Type 3 - General Director < 25 employees and < 2.5 million

30.4 Type 4 - General Director > 25 employees and > 2.5 million

Article 5. Salary groups and minimum salary scales for the performing arts sector;
(with the exception of orchestras, music groups and choirs)

The performing arts should be understood as: activity in the area of theatre, music theatre, dance, art education, social artistic work. Art centres, festivals and workshops whose main activity is situated in one of these disciplines are also considered to be part of the performing arts.

In the case of doubt between music and the performing arts, the question can be submitted to the conciliation board described in Article 19.

§1. Salary groups

We distinguish the following salary groups in the performing arts sector.

A detailed description of the functions can be found in the brochure 'Performing Arts & Music Job Descriptions'.

Salary Group A

1.1	Performer - Type 1
1.2	Performer - Type 2
1.3	Performer - Type 3
2	Participative Artistic Collaborator
3.1	Artistic Director - Type 1
5	Author/Composer
6	Dramaturge
7	Designer
8	Programmer
9	Stage Director/Choreographer/Conductor
24.2	Production Manager - Type 2
26.2	Technical Director - Type 2
29	Health and Safety Advisor
30.1	Business Manager - Type 1

Salary Group B

4	Assistant stage director/choreographer/conductor
11.1	Building management - Coordinator
15	Educational worker
17.1	Front of House - Coordinator
18.1	Press and Promotion/Communication - Coordinator
19	Booking Agent
20.1.B	Workshop - Coordinator - Type 2
23.1	Stage technician - Coordinator
24.1	Production Manager - Type 1
26.1	Technical Director - Type 1
27	Coordinator Voluntary Work
28.1	Supporting Services - Coordinator

Salary Group C+

10.3	Driver - Type 3
10.4	Driver - Type 4
11.2	Building Management - Specialist
12.1	Canteen/Bar - Coordinator
16.1	Box Office - Coordinator
18.2	Press and Promotion/Communication - Specialist
20.1.A	Workshop - Coordinator - Type 1
23.2	Stage technician - Specialist
25	Props Manager
28.2	Supporting Services - Specialist

Salary Group C

10.1	Driver - Type 1
10.2	Driver - Type 2
14.1	Cleaning - Coordinator
16.2	Box Office - Collaborator
18.3	Press and Promotion/Communication - Assistant
20.2	Workshop - Collaborator
21	Make-up artist/Hairdresser
22	Dresser
23.3	Stage technician - Assistant
28.3	Supporting Services - Assistant

Salary Group D

11.3	Building Management - Assistant
12.2	Canteen/Bar - Collaborator
13	Porter/Security Guard/Caretaker
14.2	Cleaning - Collaborator
17.2	Front of House - Collaborator

§2. Minimum salary scales for the performing arts sector

The salary scales in Annex 1 apply to employees with an employment contract of 4 or more months. The salary scales in Annex 2 apply to employees with an employment contract of less than 4 months. Contractors are free to individually negotiate higher salary scales.

A fixed-term employment contract that does not fully correspond to a full month is remunerated at a rate of 1/22 monthly salary per rehearsal day or travel day and 1/20 monthly salary per performance day, regardless of the duration of the work. If at least 54 performance, rehearsal days or travel days are worked within the three-month period, a fixed-term employment contract is concluded (three months).

A fixed-term employment contract for a short-term stand-in (stand-in contract) is paid at the rate of 1/11 monthly salary per rehearsal day (for the first four rehearsal days) and 1/9 monthly salary per day (for the first 4 performance days), regardless of the duration of the work.

This article only applies to employees who are not already bound at that time to the company with an employment contract

Article 6. Salary groups and salary scales - Orchestra, music group and choir sector

§1. Salary groups - Orchestra, music group and choir sector

We distinguish the following salary groups in the music sector.

A detailed description of the functions can be found in the brochure 'Performing Arts & Music Job Descriptions'.

Salary Group A

1.1 Performer - Type 1
7 Designer

Salary Group B

23.1 Stage Technician - Coordinator
28.1 Supporting Services - Coordinator

Salary Group C+

17.2 Performer Type 1 - interpreter (singers only)

Salary Group C

23.3 Stage Technician - Assistant
28.3 Supporting Services - Assistant

Salary Group D

13 Porter/Security Guard/Caretaker
14.2 Cleaning - Collaborator
17.2 Front of House - Collaborator

§2. Minimum salary scales - Music sector

§2.1. Monthly salaries

The salary scales in Annex 3 apply to employees in the music sector who are employed with a monthly salary.

§2.2. Service allowance and hourly salaries for orchestras, music groups and choirs

Employees working at an orchestra, music ensemble or choir can also be reimbursed by means of a service allowance or hourly salary.

Employees who work less than 54 days during a period of three months can be hired per service, provided that no more than 4 consecutive weeks are worked during this period. If more than 54 days are worked within a period of 3 months or if work is performed for at least 4 consecutive weeks, they are automatically hired with a monthly salary. It goes without saying that contractors are free to negotiate higher salary scales.

For employees hired per service, the scales foreseen in Annex 4 apply. A service is a continuous period of 3 hours and 30 minutes for a rehearsal or performance, including a mandatory 30-minute break. Payment of the salary is based on the assumption that each started service counts for at least one service.

When two rehearsals take place in one day, the second rehearsal service is reimbursed as a full service from the moment that it lasts two hours. If a second rehearsal service is less than two hours, it is calculated proportionally in accordance with the hourly salaries stated in Annex 4.

Article 7. Provisions regarding salary and salary scales common to the music and performing arts sectors

Insofar as the salary scales per month are referred to for determining the salary, salary scale C applies as a minimum scale for employees of salary group A of the organisations that do not receive a subsidy from the Flemish Community or whose funding (at the start of a subsidy period) from the Flemish Community does not exceed € 260,000 per year in 1999 (€ 307.919,10 on 01/10/2018). This amount will be increased by 1% each time the salaries are indexed in accordance with the CLA of 9 December 1999 on the adjustment of remuneration and allowances¹. Salary scale D applies to all other employees of these organisations.

When individual artists receive a project subsidy or working grant from the Flemish Community and do their own management or entrust it to another organisation, for the application of this rule only the amount allocated to the artist is taken into account. In the case of coproductions between organisations, the highest applicable salary scales must be applied to the contracts that are specifically concluded for these coproductions.

Employees in salary group A without a diploma must be able to prove 4 years of relevant experience before they can be paid in accordance with the salary scale of salary group A. Before this, their classification is freely negotiable.

Employees who move to a higher salary group, except from salary group D to salary group C, lose 1/3 of their seniority, unless an arrangement more favourable to the employee is agreed in consultation between employer and employee.

Employees in salary group C with specific training fall under salary group C+. Employees in salary group C with a minimum of 4 years of seniority are included in salary group C+ insofar as, due to their competence, they can be considered equivalent to the aforementioned employees with specific training.

¹ Registered with the Collective Labour Relations Department of the Federal Public Service for Employment, Labour and Social Dialogue under no. 54.498

Article 8. Determination of seniority for the classification into the monthly salary scales

1. For the classification into salary scales, relevant seniority acquired in the entertainment industry (JC 304) is taken into account and accrued on the basis of employment contracts for an indefinite period and for a fixed-term, according to the following calculation method:
 - Fixed-term employment contracts concluded within the period of 1 season, which do not exceed a duration of 3 months, apply to their effective duration for determining seniority.
 - Fixed-term employment contracts concluded within the period of 1 season, which are combined for a minimum of 3 months and a maximum of 6 months, are regarded as a 6-month employment contract.
 - Fixed-term employment contracts concluded within the period of 1 season, which are combined for a minimum of 6 months and a maximum of 12 months, are regarded as a one-year employment contract.
2. Work performed in the same function outside the entertainment industry, regardless of statute, also qualifies for determining seniority.

Article 9. Salary scales young employees

For students under 21 years of age who are hired with an employment contract for students, the following percentages may be applied to the corresponding salary scales:

from 16 years	70%
from 17 years	76%
from 18 years	82%
from 19 years	88%
from 20 years	94%

However, the application of this percentage may never result in a salary for employees that is lower than that stipulated in CLA no. 43. This salary applies as an absolute minimum²

Article 10. Adjustment of the salaries to the index

All salaries and scales, unless otherwise specified, are linked to fluctuations in the index in accordance with the CLA of 9 December 1999 on the linking of salaries to the index of consumer prices³.

² In 2016 this amounted to € 1,501.82

³ Registered with the Collective Labour Relations Department of the Federal Public Service for Employment, Labour and Social Dialogue under no. 54.498

Article 11. Payment of salary and holiday allowance: terms and conditions

Payments are preferably made on the last working day of the month and no later than the seventh working day following the last working day of each month in which work is performed.

For employment contracts of less than one month, payment shall be made no later than on the first payment day following the date on which the employment relationship ends, in accordance with the first paragraph of this article.

Each month the employee receives a salary statement stating the amounts of the remuneration and the various deductions, in accordance with the Social Documents Act.

For fixed-term employment contracts, the holiday allowance is paid upon termination of employment. This provision does not apply to artists and workers for whom the holiday allowance is charged to a paid leave fund.

Article 12. Commitments with third parties

Prior to signing the employment contract or, if already employed, during the term of the employment contract, the employee must inform the employer of all commitments he or she has or will enter into with third parties related to employment on the days or in the periods covered by the contract.

Failure to comply with these obligations may lead to termination for urgent cause of the employment contract by the employer.

Article 13. Working hours and flexibility

§1 Working week

The normal working week is 38 hours per week.

The normal working day is 7.6 hours, excluding breaks.

§2 New work regimes

In execution of the Act of 17 March 1987 and CLA no. 42, concluded in the National Labour Council on 2 June 1987, new employment regimes can be introduced in the companies. These regimes must be included in the employment regulations by means of the procedure to amend the employment regulations as provided for by the Act of 8 April 1965 establishing the employment regulations.

The following deviations from the Act of 16 March 1971 are possible:

A.

- The normal weekly rest day is Sunday. Since the employers are not subject to the ban on Sunday work, Sunday can be a working day. In this case, the employee is entitled to a rest day, to be established on another day, in principle during the six days following the Sunday in question.
- Employees belonging to functions 1 through 10 and 20 through 26, however, may work a maximum of 10 consecutive days during periods of dress rehearsals or touring performances.

- If a statutory public holiday falls on a normal rest day, it will be granted on a different, normal working day
- If employees have a day off on a foreign tour, that day off is recognised as a rest day.

B.

For workers in the artistic function category (functions 1 through 9) and the technical artistic function category (functions 20 through 26) and drivers (function 10):

a) A deviation from the daily working hours is possible, as stipulated in Article 19 of the Labour Act, which can be increased to:

- maximum 12 hours per day for dress rehearsals, festivals, shows and guest performances;
- 10 hours per day in all other cases;

b) A deviation from the working week of 38 hours that can be increased

- to a maximum of 84 hours per week in the case of dress rehearsals, festivals and touring performances;
- to a maximum of 60 hours per week in all other cases

c) A deviation from rest at night, as provided for in Article 38b of the Labour Act, provided that the employee is entitled to a rest period of at least 8 hours during each 24-hour period between the end and the resumption of work.

In the event that the working day exceeds 10 hours when these deviations are applied, either overtime of 75% or compensatory rest of 75% will be granted for each hour over 10 hours per day. The decision regarding which form of compensation lies with the employer.

For employees in the other function categories, the normal working day amounts to 7.6 hours (excluding breaks), with the awarding of compensatory rest days so that during a period of 1 year, extending from 1 September of each year to 31 August of the following year, the average weekly working time of 38 hours is respected. At company level, a different reference period can be specified in the employment regulations.

C.

The average working week is 38 hours. In implementation of Article 26a of the Labour Act, the reference period during which the average weekly working hours must be respected is extended to 1 year, starting on 1 September of each year, to end on 31 August of the following year, unless the employment regulations specify a different reference period at company level.

During the reference period, the total duration of the work performed may not exceed the permitted average working hours by more than 143 hours at any time. This limit will be brought into line with the limit stipulated in Article 26a of the Labour Act each time this limit changes.

For fixed-term contracts, the average weekly working hours must be respected during the term of the contract. In the event of force majeure that does not allow for timely compensatory rest, the hours worked above the average weekly working hours will be paid.

Exceeding the average weekly working hours on an annual basis gives rise to overtime of 150%.

Each employee belonging to the artistic or technical-artistic function category (functions 1 through 9 and functions 20 through 26) hired for an indefinite period can annually take an uninterrupted paid holiday of at least 4 weeks; all other employees hired for an indefinite period can take an uninterrupted period of at least 3 weeks per year. The planning of this holiday must take place in accordance with the request procedure and within the period established in the employment regulations.

D.

In the case of employment in connection with a new working schedule as described in this section, the salary referred to in Article 4 of the Act of 17 March 1987 (for a public holiday or other paid day off) shall be calculated as one fifth of a weekly salary. In the case of a working schedule involving 6 working days per week, the salary shall be calculated as one-sixth of a weekly salary. A weekly salary is calculated as follows: monthly salary x 3: 13.

§3 Communication of variable timetables

For all employees employed with a variable timetable, the timetables for each month are communicated to the employee eight days before the start of the month. Changes to the previously announced timetables are only possible in mutual consultation.

Article 14. Part-time work

16.3 On the basis of Article 11a of the Act of 3 July 1978 on employment contracts, the minimum working week for part-time employees, fixed at one-third of the weekly working hours for full-time employees, does not apply to workers in salary group D and box office collaborators.

For workers in salary group D, the minimum duration of all work established at 3 hours on the basis of Article 21 of the Labour Act is reduced to 2 hours on the basis of the same article.

Article 15. Annual holiday

If there is a collective holiday for the permanent personnel at company level, the period will be determined no later than 15 December of the previous year, after consultation between the employer and the employees. Dispensations can be allowed by agreement with the employees.

Article 16. Travelling

Flat-rate expense reimbursements (accommodation expenses) for travel in Belgium

§ 1. The employee travelling for the company in Belgium will receive a flat-rate expense reimbursement for this. This reimbursement concerns costs for the expense of the employer.

§2. The flat-rate expense reimbursements (accommodation expenses) that are awarded in accordance with the Collective Labour Agreement of 6 February 2013⁴ are:

1. For a light meal: 6.00 euros
2. For a main meal: 18.00 euros

These allowances are redeemable with a meal. In the case of companies that have introduced a system of meal vouchers, accommodation expenses are reduced by the employer's contribution to the meal voucher before being paid out.

These allowances can be adjusted every two years in function of the amounts applied by the National Social Security Office and are therefore not automatically indexed in accordance with the CLA of 9 December 1999 on the adjustment of remuneration and allowances.

§3. If a flat-rate expense reimbursement is paid for lunch or dinner, or if a similar meal is provided, in principle a break of 1 hour is provided. The actual rest period taken is not considered as working time and as such is not taken into account in calculating the total working hours that day.

Travel on assignment and transport

§ 4. Except with permission from the employer, the means of transport of the employer must be used for travel from the permanent workplace to another workplace. For a round trip abroad, travel by plane or ship may not be refused.

§ 5. If the employee uses his or her own car with the permission of the employer or at the request of the employer, reimbursement will be made on the basis of the Michelin map or a prevalent route planner and along the shortest route according to the tariff that the State grants to its personnel on the basis of the Royal Decree of 18 January 1965, amended by the Royal Decree of 20 July 2000. This amount will be adjusted in accordance with the terms and conditions provided for in the Royal Decree of 20 July 2000.

If the employer takes out a collective comprehensive motor vehicle insurance policy and pays for the work-related travel in the private vehicles of employees, the reimbursement can be limited.

§ 6. In order to determine the working time when travelling to a different workplace than the permanent workplace, an arrangement will be worked out within the company or in the employment contract.

§ 7. The transport of equipment, heavy or large musical instruments will be the subject of an arrangement within the company or the employment contract.

Commuting

§ 8. Commuting is the transport of the employee from his or her home address to the workplace as described in the employment contract.

The employer reimburses the costs of public transport for the commute of employees in accordance with the relevant statutory regulations.

⁴ Registered with the Collective Labour Relations Department of the Federal Public Service for Employment, Labour and Social Dialogue under no. 113873

If, due to the limited duration of the employment contract, no subscription can be purchased for travel to the workplace, the reimbursement of the employer is fixed at 75% of the price for a second class ticket in public transport, regardless of the means of transport.

Working conditions for tours outside Belgium

- § 9. After consultation with the employees, the employer will decide for each touring performance who stays overnight, or who returns. In the first case, the employer shall provide for a hotel that is sufficiently comfortable, including breakfast.
- § 10. Accommodation expenses, overnight accommodations and working conditions outside Belgium will be the subject of specific consultation between employer and employee.

Article 17. Costumes, props and workwear

The costumes and props required by the employer shall be provided by it. The employee cannot be obliged to use a garment belonging to him or her as a costume.

This provision does not apply to musicians insofar as they are required to wear their concert clothing.

The workwear imposed by the Royal Decree of 13 June 2005 on the use of personal protective equipment is supplied and maintained by the employer. The mandatory clothing must actually be worn.

The employee is obliged to handle the costumes, props and workwear provided by the employer with due care.

The employer will take out an 'all risks' policy against burglary with theft, fire and accidents for the material that the employee makes available for professional purposes at the request of the employer.

It will also ensure that the personal belongings that the employee necessarily has with him when he comes to work, such as clothing, wallet, etc., can be properly secured.

This does not relieve the employee of the duty to take care of these himself.

Article 18. Training

For organisations with five or more full-time equivalents, the average number of training hours per FTE was 6.38 hours in 2016. This concerns internal and external training, and formal and informal training.

For further details, reference is made to the CLA of 26 August 2008⁵.

⁵ Registered with the Collective Labour Relations Department of the Federal Public Service for Employment, Labour and Social Dialogue under no 89187, extended on 30 August 2011 and on 5 December 2012, and its subsequent amendments.

Article 19. Disputes

For the resolution of possible disputes, a conciliation board shall be established, composed of 3 actual representatives of the employees, 3 actual representatives of the employers and under the chairmanship of a social mediator from the FPS Employment, Labour and Social Dialogue. In addition to these actual representatives, substitutes will also be appointed who can take the place of the actual representatives if absent.

CHAPTER 3: Special provisions

Without prejudice to the provisions of Chapter 2 of this CLA, the provisions of Chapter 3 apply for employers described in Chapter 1, Article 1 of this CLA – insofar as they receive a subsidy from the Flemish Community pursuant to the decree of 13 December 2013 on supporting the professional arts, and its later amendments – and their employees.

Article 20. End-of-year bonus and eco vouchers

Employees with an employment contract of 4 or more months are eligible for an end-of-year bonus of at least € 425 gross in accordance with the terms and conditions described in the Collective Labour Agreement of 1 October 2013⁶.

Employees with fixed-term contracts who are employed at employers that fall under the scope of the CLA of 5 December 2012⁷ can be eligible for eco vouchers based on and in accordance with the terms and conditions of this CLA

Article 21. Annual holiday - specific arrangement for the performing arts sector

Employees with flexible working hours belonging to the artistic or technical artistic function category (functions 1 through 9 and functions 20 through 26) with an employment contract of four months or more, in addition to the statutory holiday, are entitled to 10 days of extra annual leave in the five-day week system and 12 in the six-day week system. No compensatory days or statutory public holidays are included in these 2 weeks.

This minimum supplementary holiday time may be reduced to one week on the employer's proposal and subject to the employee's consent if the employer pays an end-of-year bonus that is at least equal to a full thirteenth month. The two weeks of extra holidays are considered as compensation days.

The right to this is accrued in proportion to the duration of the employment contract, or for employment contracts of indefinite duration, in the holiday year (and not in the holiday credit year). When these days are not included in the course of the employment contract, the employer will pay a percentage in the form of a bonus at the end of the employment contract. One week of supplementary holiday (if there is an end-of-year bonus) shall be equivalent to 2% of the gross salary, two weeks to 4%.

This provision only applies to employment contracts of 4 or more months. These holidays cannot be taken at the next employer.

⁶ Registered with the Collective Labour Relations Department of the Federal Public Service for Employment, Labour and Social Dialogue under no. 117353/CO/304, amended by the Collective Labour Agreement of 28 January 2014 (reg 120649/CO/304) in accordance with the terms and conditions established in both Collective Labour Agreements, insofar as they have worked for an employer that falls under the scope of the CLA of 1 October 2013 as subsequently amended

⁷ Registered with the Collective Labour Relations Department of the Federal Public Service for Employment, Labour and Social Dialogue under no. 112617/CO/304, amended by the CLA of 27 February 2013 (reg. 114271/CO/304)

Article 22. Structural consultation and trade union meetings

Companies without a works council shall organise a consultation meeting with their employees at least once a year. Such a meeting relates to financial information and information regarding the evolution of employment.

If the social balance sheet data of the previous year show an average of more than 20 FTEs in employment, the following also applies:

- At the request of at least 1/4 of the employees (to be calculated in relation to the number of FTEs that are employed with this employer at the time of the application), additional meetings can take place. The total number of meetings over one season, however, may never exceed 4.
- Employees who are members of a trade union can invite their trade union secretary to this meeting. They shall inform management in advance that the secretary will be attending.

Any disputes may be brought before the conciliation board as described in Article 19.

Chapter IV: Transitional provisions, duration and termination procedures

Article 23. Transitional provisions:

At the same employer, the acquired social rights on the basis of previous CLAs are retained, provided that they are more favourable than the conditions stipulated in this CLA.

For the music sector, this Collective Labour Agreement replaces, to the extent that it deviates from, the Collective Labour Agreement of 28 January 2005⁸ for those employers and employees who fall within the scope of this CLA.

It replaces the Collective Labour Agreement of 29 January 2009 for the performing arts sector⁹, amended on 6 February 2013, for those employers and employees that fall within the scope of this CLA.

Article 24. Duration and termination procedures

This Collective Labour Agreement comes into force on 1 May 2017 and applies for an indefinite period.

This Collective Labour Agreement can be terminated by each of the signatory parties, by means of a registered letter addressed to the chairman of the joint committee for the entertainment industry, with a notice period of 6 months.

⁸ Registered with the Collective Labour Relations Department of the Federal Public Service for Employment, Labour and Social Dialogue under no. 74349, amended on 10 December 2007, and its subsequent amendments

⁹ Registered with the Collective Labour Relations Department of the Federal Public Service for Employment, Labour and Social Dialogue under no. 95487