

Joint Committee for the Entertainment Industry

Collective Labour Agreement of 1 December 2020 regarding the organisation of internships for students/trainees in the entertainment sector.

Article 1: Objects

The purpose of this collective labour agreement is to determine the terms and conditions under which internships in the sector are organised within the framework of a learning path at an educational institution, and to determine the conditions under which these internships must take place.

Article 2: Scope

This agreement applies to employers and employees of organisations or institutions that fall under the Joint Committee for the Entertainment Industry (Joint Committee 304) and who meet one of the following conditions:

- A legal person with registered office in the Flemish Region
- A legal person with registered office in the Brussels-Capital Region and registered with the National Social Security Office in the Dutch-speaking linguistic register

Article 3: Aim

The organisation of an internship in which, in consultation with an educational institution, a student/participant, hereinafter referred to as the intern, does an internship with an employer, hereinafter referred to as the internship provider.

Considered a student/participant are all who are enrolled in higher or adult education for the current academic year, for courses that include an internship.

Internship providers can make their internships known to the educational institutions, but interns can also contact internship providers directly to make their candidacy known. An introductory meeting to discuss each other's expectations is recommended. The internship provider makes the final decision whether or not to accept the intern's candidacy.

The internship provider is responsible for the supervision of this intern and shall appoint an intern mentor who can free up sufficient time and space for this and who monitors the content and quality of the internship. The internship provider and the educational institution conclude an internship agreement in which the internship will be described together with a substantive plan that determines which competencies will be developed during the internship. If the work is on tour, whether or not a foreign internship, the necessary arrangements must be made for this.

Where necessary, additional training can also be organised in the light of the competences to be acquired.

At the end of the internship, an internship report is drawn up. The Performing Arts Social Fund can act as a facilitator for these internships. It can assist the internship provider by, among others:

1. announcing the internship on the Fund's website;
2. providing general information about working in the arts sector;
3. opening up training courses to interns who can make use of the sectoral training credit available for this.

Article 4: Terms and conditions

a) General

1. An internship is only possible within a learning context and is always part of a process that aims to bring the intern into contact with the profession
2. An internship can never be a substitute for or replace regular employment. The organisation of the work should not depend on the presence or absence of interns.
3. An internship agreement is drawn up between the parties involved.
4. During the internship, consultations are organised between the parties involved to ensure that the internship proceeds properly. Continuous feedback is recommended in any case.
5. The internship is unpaid. The reimbursement for commuting and other costs incurred in carrying out the internship will be reimbursed by the internship provider, as this is also the case for employees of the internship provider. If work is carried out on tour, the arrangements and allowances that apply to employees of the internship providers are also followed here.

b) Intern

1. The duration of the internship is determined in consultation between the training institution and the internship provider.
2. The employment regulations, as in force at the internship provider, also apply to the intern. The (external) prevention consultant for psycho-social risks and the ombudsperson designated in these regulations can also be used by interns and these shall take the intern's interests to heart.
3. The intern is obliged to strictly comply with the safety regulations provided by the internship location, even if this is on the road. These safety regulations can be supplemented with additional arrangements that have been established or referred to in the internship agreement.

4. For underage students, we refer to the collective labour agreement of 5 May 2009 (registration number 92147/CO/304) concerning underage learners at the workplace.

c) Educational institution

1. The educational institution insures the intern against accidents that happen to him/her during the internship or on the way from the intern's residence to the internship location and vice versa ("work-related accidents and accidents while travelling to and from work"), unless otherwise agreed with the internship provider. This insurance must provide the same cover as that stipulated by the Occupational Accidents Act of 10 April 1971, with the proviso that no compensation for temporary work disability is owed.

For work on tour, whether or not abroad, it must be checked whether this is also covered by the insurance.

2. If a medical examination is required, the external service for prevention and protection at work (EDPBW) of the educational institution is called upon. The latter can request compensation from the federal agency for occupational risks Fedris for this.

d) Internship provider

1. The internship provider insures the intern against third-party liability, unless otherwise agreed.

2. The internship provider provides the educational institution with a risk analysis of the workplace.

3. The internship provider ensures that the intern is informed about all safety regulations, including those when working on tour.

4. The internship provider informs the intern about the arrangements included in the employment regulations. The internship provider must ensure that the intern has all the tools needed to perform the job properly.

Article 5: Coming into force and term

This collective labour agreement takes effect on 1 December 2020 and is being concluded for an indefinite period. It can be terminated by each of the signatory parties, by means of a registered letter addressed to the chair of the joint committee for the entertainment industry, with a notice period of 6 months.

In accordance with Article 14 of the Act of 5 December 1968 on collective labour agreements and joint committees, with regard to the signing of this collective labour agreement, the signatures of the persons who concluded it on behalf of the employee organisations on the one hand and on behalf of the employer organisations on the other hand are replaced by the chair and the secretary and approved by the members.