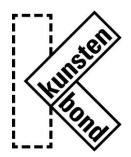
# Collective Labour Agreement (CAO) for Drama and Dance

# 1 January 2022 – 31 December 2023



#### Kunstenbond

Postbus 9354 1006 AJ Amsterdam T. 0900 – 36 854 36 E. info@kunstenbond.nl W. www.kunstenbond.nl



# Nederlandse Associatie voor Podiumkunsten (NAPK)

Piet Heinkade 5 1019 BR Amsterdam T. 020 – 7517010 E. info@napk.nl W. www.napk.nl

# **Signature**

# Collective Labour Agreement (CAO) for Theatre and Dance

The undersigned parties, namely

1. The Dutch Association of Performing Arts (NAPK), having its registered office in Amsterdam, acting as employers' organisation

and

2. De Kunstenbond, having its registered office in Amsterdam, acting as employees' organisation

hereby declare that they agree to the Collective Labour Agreement for Theatre and Dance for the period 1 January 2022 to 31 December 2023, consisting of the following Articles 1 to 61 and the ensuing appendices 1 to 10.

On behalf of
The Dutch Association
of Performing Arts (NAPK)
On behalf of
De Kunstenbond

Mirjam Terpstra Jurre Schreuder

Director Chair

Thanks to: sociaalfonds/podiumkunsten

# Contents

Signatures		2
Preamble		5
Formal agreen	nents	6
Chapter 1	General	7
Article 1 Article 2 Article 3 Article 4 Article 5	Definitions & abbreviations Scope and character of the CAO Publication Interim changes Duration and expiry of the CAO	7 9 10 10 11
Chapter 2	Employment	12
Article 6 Article 7 Article 8 Article 9 Article 10 Article 11 Article 12	The contract of employment Trial period Contracts of employment for a definite period On call contract Medical examination prior to commencing employment Medical examination during employment Termination of employment	12 12 12 13 13 14 14
Chapter 3	Salary	15
Article 13 Article 14 Article 15 Article 16 Article 17 Article 18 Article 19	Refrence jobs and salary matrix Application of job and salary matrix Salary development End-of-year bonus Holiday bonus Salary during incapacity for work Payment of salary in the event of death	15 15 16 16 16 16
Chapter 4	Working hours and rest periods	18
Article 20 Article 21 Article 22 Article 23 Article 24 Article 25 Article 26 Article 27	Announcement of the schedules Breaks Availability per season Activities during unscheduled hours Activities abroad Rest periods Performance-free weeks for actors Working hours and rest periods in the Netherlands	18 18 19 19 19 20 20
Chapter 5	Days off and holiday leave	22
Article 28 Article 29 Article 30 Article 31 Article 32	Days off Public holidays Holiday leave and atv days Accumulation of holiday leave during incapacity for work Special leave	22 22 22 23 23
Chapter 6	Allowances	24
Article 33 Article 34 Article 35 Article 36	Professional expenses Allowances for activities outside the company location Cooperation on publicity Cooperation on and publication of audiovisual recordings	24 24 24 24

Article 37 Article 38 Article 39 Article 40 Article 41 Article 42 Article 43	Reinforcement of the trade Union contribution Allowance for legal healthcare insurance excess Compensation for commuting expenses Allowance for appearing as an extra Meal provision or allowance at the company location Allowance for emergency response and prevention officers Allowance for working from home	26 27 27 27 27 27 27
Chapter 7	Long-term employability	28
Article 44 Article 45 Article 46	Night shifts Generation scheme Long-term unpaid leave	28 28 28
Chapter 8	Career management	30
Article 47 Article 48	Career hours Refresher courses	30 31
Chapter 9	Social consequences of reorganisation	32
Article 49	Social plan regulations	32
Chapter 10	Other rights and obligations	34
Article 50 Article 51 Article 52 Article 53	General obligations Working for third parties Outsourcing Legal liability	34 34 35 35
Chapter 11	Additional provisions	37
Article 54 Article 55 Article 56 Article 57 Article 58 Article 59 Article 60 Article 61	Temporary early retirement scheme Pension scheme Stichting Omscholing Dansers Nederland (Dancers Retraining Scheme) Sociaal Fonds Podiumkunsten (Performing Arts Social Fund) Trainees and traineeship fee Agency staff Vacancy policy Social Commission for Drama and Dance	37 37 37 38 38 38 38
APPENDICES		39
Appendix 1A Appendix 1B Appendix 2A Appendix 2B Appendix 2C Appendix 2D Appendix 3 Appendix 4 Appendix 5 Appendix 6	Salary matrixes 2022 and 2023 Salary matrix Dutch National Ballet dancers Job matrix with reference jobs Descriptions of the reference jobs List of common jobs Appointment of combi-officers Provisional guideline for dealing with very short contracts Model job performance interview form Model appraisal system and appraisal form Accommodation expenses	40 41 42 43 83 84 85 87 89 92
Appendix 7 Appendix 8A Appendix 8B Appendix 9A	Regulations for study facilities Trainee policy Model trainee placement agreement for student dancers and actors Rules of implementation for reimbursing employees' deductible for healthcare	93 94 95
costs Appendix 9B Appendix 10	Model declaration form for reimbursement of the deductible for healthcare costs Procedures for the Social Commission CAO for Drama and Dance	97 98 99

# Preamble

# Agreement on the CAO for Theatre and Dance

On 24 December 2021, the CAO parties Kunstenbond and NAPK reached a negotiated agreement on the CAO for Theatre and Dance 2022-2023. The CAO has a duration of two years, and runs from 1 January 2022 to 31 December 2023.

Through the new and amended terms of employment in this CAO, the CAO parties aim to provide the sector with guidance and parameters for a work practice that is in line with fair practice.

Besides agreements on salary development and an increased allowance for self-employment rates, the agreements on cooperation on, and publication of audiovisual recordings have been updated.

New subjects in this CAO are::

- a (temporary) early retirement/RVU scheme.
- an allowance for emergency response and prevention officers.
- a provision about offering the possibility to work from home and an allowance for doing so (at organisational level).
- a guideline/recommendation for dealing with very short contracts.

The agreements concerning Stichting Omscholing Dansers Nederland were set out on 1 January 2022 in a separate CAO ODN, which has been concluded for a period of five years. A reference to this CAO has been included. The agreements concerning the Performing Arts Social Fund (SFPK) were previously set out in a separate CAO, during the duration of the CAO for Drama and Dance 2020-2021.

# Formal agreements

1. Cooperation on and publication of audiovisual recordings

Fundamental amendments have been made to the Article Cooperation on publicity and audiovisual recordings, and the Article has been split into two. During the duration of this CAO, the social partners will follow the developments of livestreams and other forms of publication and digital publication, in order to assess the extent to which the new agreements correspond in practice.

2. Recommendation on dealing with very short contracts

The performing arts have seen a growing practice of short-term productions for which performers usually receive very short, separate contracts. As it is extremely difficult to plan other work in between these contracts, performers cannot earn a reasonable income and their eligibility for fringe benefits is extremely limited. To combat this unwanted effect of short projects in the performing arts, the social partners have included a recommendation in this CAO in the form of a guideline on 'how to deal with very short contracts'. Depending on the experiences of applying the guideline over the course of 2022, it will be developed in more detail where necessary. From 1 January 2023, the guideline will be binding.

3. Expansion of reference jobs

In addition to the existing reference jobs, the social partners will draw up descriptions (or have them drawn up) for the following jobs: extra/volunteer, singer/chorus singer, video master/camera master, coder and archivist/digital archivist.

4. Reassessment of the salary and job matrix

The social partners will investigate whether, and if so how the salary and job matrix needs adjusting, in order to continue to reflect new developments in the practice of the performing arts. One possible tool for this is the implementation of a benchmark.

# Chapter 1 General

# Article 1 Definitions & abbreviations

activities	The activities agreed on between employer and employee.	
atv	Reduction in working hours of 12 days/96 hours per year in the case of a full-time contract of employment (see definition of working hours), and a proportionate reduction in the case of a part-time contract of employment. In the case of a contract of employment of 0.5 FTE, for example, 6 atv days/48 atv hours are allocated.	
break	A period of at least 15 consecutive minutes, in which the shift work is interrupted and the employee has no obligations regarding the stipulated work (ATW).	
cabaret	A literary-musical form of entertainment, in which humour and satire play a central role and in which song sketches and monologues alternate with one another. Cabaret is performed by smaller companies, ensemble or solo cabaret artists. This genre is not covered by the scope of this CAO.	
circus	An amusing performance in which a variety of artists perform their tricks and acrobatic skills, usually performed to musical accompaniment in a circus tent or building. This genre is not covered by the scope of this CAO.	
company location	The place(s) where the employer is based and where the employee works.	
contract of employment	The agreement concluded between employer and employee as specified in Art. 7:610 of the Civil Code.	
dance	See drama and/or dance.	
day contract	A contract of employment for the limited period of one day, intended in principle for performing artists who receive a contract for a single (unexpected) performance and/or rehearsal day. This may concern a rehearsal and/or performance (possibly an extra one) that takes place outside a contract or performance period, or a situation in which a performer has to unexpectedly stand in for someone else. The remuneration for a day contract is 1/20 of a monthly salary for a morning or afternoon rehearsal and 1/10 of a monthly salary for a rehearsal in both the morning and afternoon and/or a performance.	
day off	An unbroken period of 24 hours in which no work is carried out, such as a free day, weekend, holiday, public holiday or atv day. These days may not coincide, unless a public holiday falls on a weekend. The day off begins after the rest period following the shift prior to the day off.	
drama and/or dance	Drama and/or dance in the broadest sense of the terms, with or without music and/or text, for all age and audience groups, on stage or on location. Drama and/or dance can include elements from other arts and performing arts disciplines. Exceptions are productions that consist only or mainly of music, opera, operetta, musical, cabaret, puppetry and/or circus.	
employee	Employees are those who have concluded a contract of employment in accordance with civil law with an employer as defined in this Article. Exceptions to this are:	
	- employees of Dutch National Opera & Ballet to whom a DNO&B company CAO applies on the basis of their contract of employment;	
	- employees who have not yet reached the age of 15 and employees who have reached the retirement age stated in Article 7a paragraph 1 of the Old Age Pensions Act (AOW);	
	<ul> <li>employees who are already obliged to participate in another company pension fund or occupational pension scheme, by any order pursuant to Article 2 of the Act on Compulsory Participation in an Industry-wide Pension Fund 2000 (Stb. 2000, 628) or pursuant to Article 3 of the Mandatory Occupational Pension Scheme Act (Stb. 2005, 526), as stated by the order on the date on which employees from the relevant category of organisation are obliged to participate in the fund;</li> </ul>	
	- employees who are following a daytime course and who only work during their school or study holidays for a period of a maximum of 6 consecutive weeks and for a total of no more than 60 days per calendar year;	
	- employees who can be regarded as director-major shareholder as specified in the Regulations for specifying director-major shareholders 2016 (in force from 1 January 2016, Stcrt.2015,19073.	
employee participation body	Representation of the personnel, such as a works council (OR), staff representation or staff meeting.	
wear		

organisation	
employer	Any legal entity based in the Netherlands, who:
	- produces and/or performs only or mainly drama and/or dance, measured by at least 50% of the wage bill of the organisation, and who
	- for this purpose employs one or more employee(s) on the basis of a contract of employment, as defined in this CAO, and who
	- produces drama and/or dance on the basis of continuity, by presenting or reviving at least one drama and/or dance production per year or per season. In addition, the total period in which this production/these productions are prepared, rehearsed and/or performed lasts at least 6 months.
employers' organisation	Nederlandse Associatie voor Podiumkunsten (NAPK)/Dutch Association of Performing Arts
GDPR	General Data Protection Regulation
holiday worker	Pupil or student who works during holidays for a maximum of eight weeks per year.
journey time	Shift journey time in the Netherlands and/or abroad, on authority of the employer, and which therefore counts as part of the 1720 available hours on an annual basis. This does not include commuting time.
night shift	A shift in which more than one hour of work is carried out between 00.00 and 06.00.
music	The art of combining vocal and/or instrumental sounds within a certain time frame, with the aim of conveying emotions, moods (secular or religious), ideas or abstract sounds. This genre is not covered by the scope of this CAO.
musical	A music and drama work with singing, dance and spoken dialogue, usually accompanied by an orchestra or music ensemble. Also an abbreviation of 'musical comedy': a comedy with numbers for orchestra, chorus and soloist singers, and dances and sketches, in a clear storyline. This genre is not covered by the scope of this CAO.
night shift	A shift in which at least one hour of work is carried out for the employer between 01.00 and 07.00. The period of work does not include travelling time.
opera	A music and drama theatre work, in which all the words are sung and the acting is done through singing, usually accompanied by music played by an orchestra or music ensemble. This genre is not covered by the scope of this CAO.
operetta	A music and drama theatre work that is usually light-hearted, with singing, spoken dialogue and often divertissements in the form of dance scenes, usually accompanied by music played by an orchestra or music ensemble. Forerunner of the musical. This genre is not covered by the scope of this CAO.
other personnel	Personnel with a generally regular pattern of work on working days from Monday to Friday, which is covered by the standard provisions of the Working Hours Act (ATW). This includes the secretarial and administrative office staff.
partner	The person to whom the employee is married or with whom a registered partnership has been entered into, or else the person with whom the employee has had a joint household for at least six months according to a notarial cohabitation contract, or for at least five years according to another proof of cohabitation acceptable to the employer.
performance- related personnel	Personnel directly involved in the performance, to whom the Working Hours Decree (ATB) applies in addition to the Working Hours Act (ATW). This includes technicians, rehearsal directors, directors, ballet masters, production and tour managers, stage managers, dressers, and hair and make-up artists.
performing artists	Performing artists aged 18 and up (dancers, actors, musicians and singers, etc.). These artists are legally excluded from the Working Hours Act (ATW).
puppetry	A theatre form in which performers are disguised as a puppet or in which characters are suggested through puppets manipulated by hand. Different sorts of puppets are used for this, such as hand puppets and wajang puppets, as well as marionettes that are manipulated by strings from above or by rods from below. This genre is not covered by the scope of this CAO.
rest period	The hours that are not working hours and which do not coincide with a free day.
salary	The gross monthly wage, subject to the salary scheme in this CAO, agreed on between employer and employee, excluding the allowances mentioned in this CAO and excluding the holiday bonus and other allowances and bonuses.

season	The period from 1 August to 31 July of the following year, or a period set by individual employers of twelve months from the end of the summer holiday of one year to the end of the summer holiday of the following year.
shift	An unbroken period in which work is carried out and which comes between two consecutive unbroken rest periods of at least 8 hours (ATW). A shift lasts for at least 4 hours, except when the shift concerns only the travel time to a performance venue where the work begins the following day.
social commission	Equal representation committee whose members are nominated by the social partners and whose task is to judge on the interpretation of CAO provisions, to advise on disputes and to decide on exemption requests.
trainee	Student who is in temporary employment with the employer on the basis of their school programme, under the supervision of that school and of the employer.
WAZO	Work and Care Act
week/working week	And unbroken period of 7 x 24 hours in which work is carried out in accordance with the shift timetable that has been set.
working day	A day on which work is carried out in accordance with the scheduled shift (see definition of shift).
working hours	The hours in which work is carried out for the employer (ATW).
working week	The length of the working week is based on 40 hours per week. The system of 12 atv days/96 atv hours per calendar year/season means that employees work an average of 38 hours a week.
zzp'er	Self-employed person without personnel (zzp'er), who carries out activities on the basis of a commission contract.

# Article 2 Scope and character of the CAO

- 1. This CAO is applicable to the contracts of employment between employers and employees as referred to in Article 1. The provisions in the CAO are based on a full-time contract of employment. This means that in the case of a part-time contract of employment, the CAO provisions must be applied pro rata, unless stipulated otherwise.
- 2. This CAO is a minimum CAO. The individual employer is free to make agreements that deviate from the CAO to the benefit of the (individual) employee.
- 3. This CAO does not alter rights conferred individually insofar as they exceed the rights laid down in this CAO and insofar as they were recorded in writing in the individual contract of employment before the date of commencement of this CAO.
- 4. Appendices I to 10 are part of this CAO.

# Article 3 Publication

- 1. The employer informs the employee of the contents of the CAO by sending the employee the complete digital CAO and appendices, or by sending a link to them.
- During a job application procedure, the employer informs the selected final candidates of the contents of the CAO by sending the employee the complete digital CAO and appendices, or by sending a link to them.
- 3. An English translation of this CAO is available, a digital version of which can be consulted. Only the Dutch-language version will be legally binding.

# Article 4 Interim changes

- 1. If drastic changes take place in the general socio-economic relations in the Netherlands or in the social insurance system, parties are entitled to propose and agree changes to the provisions of this CAO, including the salary regulations and pension scheme, also within the duration of this CAO.
- 2. If no agreement is reached on the changes referred to in section 1 within two months after they have been presented to the other CAO party by registered post, the party that has made the proposal is

entitled to terminate this CAO at one month's notice by means of a registered letter to the other party.

# Article 5 Duration and expiry of the CAO

- 1. This CAO comes into force on 1 January 2022 and is valid until 31 December 2023.
- 2. If neither party has stated in writing at least three months before the expiry date of this agreement that it wishes to terminate the present agreement, it will be assumed to be extended for another year.
- 3. Termination by one of the parties must be carried out by registered post addressed to the other party.

# Chapter 2 Employment

# Article 6 The contract of employment

- 1. The contract of employment is concluded in writing in duplicate (in Dutch) and signed by the employer and the employee. Any translation into English or another language will not be legally binding.
- 2. If the contract of employment is initially concluded by verbal agreement, the employer will confirm this in writing within two weeks. This written confirmation will include at least the nature of the work, the salary, the period in which the work is to be carried out and the minimum number of hours to be worked or FTE. Before commencing employment, the employer will offer the employee a written contract of employment, which will include at least the following points:
  - a. employer's name, address and registered office;
  - b. employee's personal details and address;
  - c. employee's job title and/or nature of the activities;
  - d. place(s) where the activities are carried out;
  - e. date of commencement of employment;
  - f. nature (limited or unlimited period), duration and notice period of the contract of employment;
  - g. trial period, if agreed;
  - h. scope of the employment, expressed as a part-time percentage or FTE;
  - i. number of days' holiday and atv days;
  - j. amount of salary (gross monthly wage) and deductions, salary scale and date of payment;
  - k. 8% holiday bonus and date of payment;
  - I. working hours per day/shift or week;
  - m. participation in the PFZW pension scheme;
  - n. provision about use of personal details in accordance with the GPDR;
  - o. a provision about behaviour, with a reference to the organisational policy in this regard;
  - p. a declaration that the employee has taken cognizance of the content of the relevant CAO(s) and any company regulations and is in agreement with them.

# Article 7 Trial period

- 1. An agreement about a trial period must always be included in writing in the employee's individual contract of employment, otherwise the agreement will not be valid.
- 2. In a contract of employment for a period of six months or less, no trial period can be agreed.
- 3. In a contract of employment for a definite period of longer than six months, or one for an indefinite period, a trial period of a maximum of two months can be agreed.

# Article 8 Contracts of employment for a definite period

- 1. The artistic (supporting) jobs of actor, dancer, ballet master, rehearsal director, stage director, scenographer, designer (lighting, sound, video), composer, musician/singer, choreographer, children's supervisor and dramaturge, as well as the production and performance-related jobs of production director, production assistant, theatre technician (assistant stage manager), surtitler/subtitler, prompter, extra, costume, wigs, make-up or scenery assistant, tour supervisor, education assistant and all assistants to the aforementioned jobs, are excluded from the statutory Chain Provision by Ministerial Order. A contract of employment for an indefinite period will apply to these jobs if more than 15 contracts of employment have been concluded between employer and employee and/or if several contracts of employment together exceed a period of 48 months. In order to break this chain of contracts of employment, there must be an interval of more than 3 months.
- 2. The statutory chain provision is applicable to all other jobs not stated in section 1 of this Article. This means that a contract of employment for an indefinite period will apply if more than 3 contracts of employment have been concluded between employer and employee and/or if several contracts of

- employment together exceed a period of 36 months. In order to break this chain of contracts of employment, there must be an interval of more than 6 months.
- 3. If the rehearsal and/or performance dates of a production do not form a consecutive contract period and the activities take place on separate days and/or in clusters of a few days with gaps between them over longer periods, employees with a performance-related job will be compensated for this gap by the employer's offer of weekly or monthly contracts with a higher part-time factor than the equivalent of the actual scope of employment. This provision is valid from 1 January to 31 December 2022 as a recommendation. From 1 January 2023, this provision will be binding. See appendix 3 for further details and a guideline.

#### Article 9 On call contract

- 1. If possible, the employer will call up the employee at least four days beforehand. If necessary, this call-up term can be reduced to at least 24 hours beforehand. The employee is not obliged to comply with a call-up.
- If a call-up is retracted less than 48 hours beforehand, the employee retains the right to 50% of the salary for the period for which they were called up. If a call-up is retracted less than 24 hours beforehand, the employee retains the right to 100% of the salary for the period for which they were called up.
- 3. When an on-call contract has lasted for a year, the employer must offer the employee a contract of employment for the average number of hours worked by the employee over the past year.
- 4. The minimum duration of a call-up is three hours.

# Article 10 Medical examination prior to commencing employment

- 1. A pre-employment medical examination can only be part of the appointment procedure if there are specific medical requirements for a job, e.g. for the jobs of dancers and technicians. The examination is restricted to those specific job-related medical requirements.
  - The employer can oblige candidates for such jobs to cooperate on a job-related pre-employment medical examination. In that case, sections 2 to 6 of this Article are applicable.
- a. The contract of employment is not considered to be binding until a declaration has been issued by a
  doctor, chosen by or on behalf of the employer, stating that, on the basis of a job-related examination
  prior to entering employment, the employee to be appointed is able to perform the activities in
  question.
  - b. This job-related examination will be held before the date fixed for entering employment. The result of the examination will be passed on to those concerned within 14 days of the determination of the result.
- 3. The employer bears the costs of the examination as specified in section 1, including the travel and accommodation expenses of the employee within the Netherlands. These expenses are remunerated in accordance with the travel and accommodation regulations included in this CAO.
- 4. The prospective employee can submit a request for a second job-related examination within 14 days of receipt of the result of the examination as specified in section 1. The employer is obliged to comply with this request. The employer bears the costs of the second examination. The doctor for this second examination is chosen by or on behalf of the employer in consultation with the employee, and will not be the same as the doctor who performed the first pre-employment examination. The result of this second examination is binding.
- 5. Contrary to the provisions of section 2 of this Article, the employer may conclude a contract of employment with the employee in special cases, even though the employee has not been medically

approved.

6. The provisions of the preceding sections are not applicable to the employee who engages in a new contract of employment as the result of a merger or alteration in the private law status of the employer.

# Article 11 Medical examination during employment

- 1. Employees are obliged to undergo a medical examination if the employer considers that their physical or mental condition hinders or may hinder them from performing their work properly. Those concerned will be informed of the result of this medical examination within 14 days of its determination.
- 2. Without prejudice to the provisions in section 1, those employees who perform heavy manual work in the performance of their duties will be examined periodically on the initiative of the employer to see whether there are any medical objections to the continuation of their activities. The employer determines which employees are subject to compulsory examination, on the understanding that it will apply at any rate to those employees who are employed as dancers or technicians. The frequency of the periodical examination will be determined per company.
- 3. The employer can also offer a preventive medical examination (PMO), in which the employee can participate voluntarily. The employer is not informed of the results of the PMO unless the employee wishes to discuss the results with the employer.

# Article 12 Termination of employment

- 1. Employment is terminated:
  - a. during or at the expiry of the trial period at the request of the employer or the employee;
  - b. on the date agreed by the employer and employee by mutual agreement;
  - c. legally on the expiry date of a contract of employment for a definite period. *NB: from 1 January 2015, the employer is obliged to announce this and confirm it in writing at least one month in advance;*
  - d. by termination by the employer or the employee, subject to the provisions of sections 3 and 4 of this Article:
  - e. on the date on which the employee reaches the legal retirement (AOW) age;
  - f. on the death of the employee;
  - g. in the case of instant dismissal for urgent reasons affecting the employer or employee in accordance with the statutory provisions;
  - h. if dissolved in court at the request of employer or employee on the basis of the statutory provisions.
- 2. After a period in which the employee has been incapacitated for work for at least 24 months, the employer can apply for permission to dismiss the employee on the grounds of incapacity for work.
- 3. The manner and date of giving notice
  - a. Notice must be given in writing and with a statement of the reasons.
  - b. Notice of termination should be given in such a way that termination of employment coincides with the end of the calendar month.
  - c. Any additional relevant provisions in the individual contract of employment or in the company rules and regulations are applicable.

#### 4. The term of notice

In the case of contracts for an indefinite period, contrary to Article 7:672 paragraphs 2 and 3 of the Civil Code, a period of notice of at least two months must be observed by both the employer and the employee.

# **Chapter 3** Salary

# Article 13 Reference jobs and salary matrix

- 1. The job and salary matrix included in this CAO will be introduced by the employer as of 1 January 2017. The job and salary matrix see the relevant appendices in this CAO consists of the following parts:
  - Job grid with a limited number of reference jobs
  - Job descriptions of the reference jobs
  - List of common jobs
  - Job matrix with salary scales

Reference jobs are model jobs in which a particular job content and weighting is linked to a particular salary level. The reference jobs are not standard jobs. This means that they can/must be deviated from if the employer changes the content of the job and sets different requirements for it, whereby the job may become lighter or heavier than the reference job.

For jobs that deviate from the reference jobs, the employer will make a suitable description, on the basis of a comparison with the reference job(s). On this basis, the job can then be scaled higher or lower than the reference job(s). Jobs that correspond to a reference job precisely, with regard to weighting, content and result expectations, are scaled in accordance with the classification in the job matrix in the CAO. The employer provides suitable, result-focused job descriptions for all employees.

2. If employees are of the opinion that their job is not (or no longer) described and/or classified correctly, they can object to this. The objection is dealt with in accordance with the applicable procedure within the organisation. If the internal procedure does not lead to agreement, the case can be presented to the Social Committee for Theatre and Dance, in compliance with the applicable procedure included as an appendix to this CAO.

# Article 14 Application of job and salary matrix

1. Classification

The salary scales are divided into steps or salary increments. These increments are an indication of the development in a job, if it is performed well. As a guideline, one indicative salary increment corresponds to one year of experience and development in a job. In principle, one year of experience is counted if the employee can make a reasonable case for having worked in the same or similar job for at least eight months in the previous (calendar) year. The moment at which salary increments are awarded differs per company. As a consequence, employees switching employer cannot claim more than one salary increment per (calendar) year.

2. Awarding salary increments.

In the case of good performance, the employee is entitled to one salary increment per year, until the maximum of the scale has been reached. In the case of exceptional performance and/or in exceptional circumstances, the employer may award more than one salary increment to the employee. The increments are awarded on the basis of performance and/or appraisal interviews, which are recorded in writing. In the case of poor performance that has been pointed out to the employee, or in the case of insufficient opportunity to make an appraisal due to leave of absence or incapacity for work during six months or longer, the employer can decide not to award a salary increment. If there is no performance or appraisal policy, the employee will receive one salary increment per year until the maximum of the scale is reached.

3. Classification of combined jobs

If an employee combines different jobs that have different scales, the salary is composed of the sum of the part-time salaries of the jobs concerned. If a job on a higher scale is done for a limited number of hours on a temporary basis, another option is to temporarily increase the gross monthly salary by a suitable bonus, equivalent to two salary increments, for example.

4. Classification in a higher scale

If the job changes or is weighted more heavily and is thus classified in a higher scale, the employee will be placed in the next salary increment up in the new scale.

# 5. Salary for a daily contract.

In principle, the salary for a daily contract will be:

- 1/20 of the applicable monthly salary, if it concerns a working day consisting of a morning or afternoon of rehearsals:
- 1/10 of the applicable monthly salary, if it concerns a working day consisting of a morning and afternoon of rehearsals and/or a performance;

# 6. Remuneration for self-employed people (zzp'ers)

If a zzp'er works in a job covered by this CAO in connection with incidental and/or very short-term work and/or work for which special competencies are required, and where the work situation is almost the same as that of an employee, the job and salary matrix in this CAO will form the basis for remuneration. This means that the agreed rate or hourly rate will at least correspond to the salary level attached to the job, increased by at least 50%.

# Article 15 Salary development

The following general structural salary increases will be given:

- 2.5% as of 1 January 2022
- 2.5% as of 1 January 2023
- 2. The dancers scale VID and the salary matrix of dancers with DNO&B will be increased structurally by 0.82% at the same time as the aforementioned increase of 2.5% as of 1 January 2022. This extra increase is to compensate the increased ODN premium. This means that the total salary increase as of 1 January 2022 for the aforementioned dancers' scales is 3.32%.

# Article 16 End-of-year bonus

- Besides the regular salary, the employee is entitled to a bonus of € 400 gross per year, in the case of a full-time contract. In the case of part-time contracts and contract periods shorter than 12 months, a proportionate amount is applicable.
- 2. The bonus is paid in one instalment, along with the salary for the month of December over the previous twelve months or, if the contract of employment between employer and employee ends earlier in the year in question, along with the last salary payment.
- 3. Employees can opt to exchange their end-of-year bonus for three extra days of holiday (see also the chapter Days off, holidays and leave), to be taken in agreement with the employer.

# Article 17 Holiday bonus

- 1. Employees are entitled to a holiday bonus for each calendar month or part of that month during which they are employed. This holiday bonus amounts to 8% of the salary earned per calendar month. In accordance with the Minimum Wage Act (WML), the sum of the wage (including overtime) and holiday allowance is guaranteed to be at least 108% of the minimum wage.
- 2. The holiday bonus is paid over a period of twelve months, calculated from the month of June of the previous calendar year.
- 3. The employer will pay the holiday bonus to the employee on 31 May of the calendar year concerned at the latest.

# Article 18 Salary during incapacity for work

1. Besides the legal obligations in Article 7:629 of the Civil Code, the Regeling beleidsregels

beoordelingskader poortwachter is also applicable to both employee and employer.

- 2. An employee who is incapacitated for work as a result of illness, pregnancy or childbirth, and to whom the exclusion and suspension clauses in Article 7:629 of the Civil Code are not applicable, is entitled to continued payment of wages in accordance with the following phasing:
  - 100% in weeks 1-26
  - 90% in weeks 27-52
  - 80% in weeks 53-78
  - 70% in weeks 79-104
- 3. In addition to the provisions of sections 1 and 2 of this Article, an employee who is incapacitated for work as a result of illness, pregnancy or childbirth and who meets one of the conditions below is entitled to 100% continued payment of wages for a maximum of 104 weeks calculated from the first day of illness. This concerns an employee who:
  - is fully and permanently incapacitated for work and is entitled to IVA benefit; or
  - is working in their own job or in another suitable job, for at least 40% of the contract of employment as part of a reintegration process, whether or not on an occupational therapy basis; or
  - is training or retraining, or has started in a suitable job with their own or another employer as part of a reintegration process.
- 4. If, in connection with their partial incapacity for work, employees are carrying out another job, whether or not for the same employer, on the grounds of which they earn income from work or activities, this income will be deducted from the continued payment of wages insofar as it exceeds the 100% level of income from the employer.
- The continued payment of wages referred to in sections 2 and 3 is discontinued when the contract of employment with the employer is terminated or when the employee reaches the legal retirement (AOW) age.

# Article 19 Payment of salary in the event of death

- On the death of the employee, besides the payment of salary up to and including the last day of the
  month in which the death occurred, a one-off benefit of two monthly salaries will be paid to the partner
  with whom the employee had a joint household. If this situation is not applicable, the payment may be
  made to the person/people whom the employer considers to be eligible in all fairness.
- The death benefit referred to in section 1 of this Article is reduced by the amount paid to the surviving relatives in the case of the employee's death pursuant to a health or occupational disability insurance policy.

# Chapter 4 Working hours and rest periods

# 4.1 General

The provisions in this chapter are applicable, insofar as relevant, to all personnel groups: performing artists, performance-related staff and other staff.

The employer ensures the best possible balance between working hours and rest periods, in accordance with the legally required working conditions policy and, where possible, taking account of the personal circumstances and wishes of employees. If these do not correspond to the interests of the organisation, the interests of the organisation will prevail.

# Article 20 Announcement of the schedules

- As far as possible, the schedule for the calendar year or season will be set before or at the start of the calendar year or season, following agreement with the employee participation body. Activities that cannot be planned in advance will be announced at least one week beforehand, with the exception of emergencies.
- 2. The employer will inform the employee about the activities (and any special circumstances) of a working week 12 days prior to that working week at the latest. Emergencies form an exception to this rule.
- 3. Performance dates are announced in writing four weeks beforehand. In the case of unforeseen circumstances, this rule may be deviated from in agreement with the employee participation body.
- 4. With regard to employees whose working hours amount to less than 60% of a full-time contract of employment, the employer is obliged to announce which (optional) days and times the employee is required to work at least six weeks in advance. On this basis, the employee can enter into commitments regarding work for third parties.

# Article 21 Breaks

- 1. If the working hours are longer than 5.5 hours, there will be one break of at least half an hour or two breaks of 15 minutes.
  - If the working hours are longer than 10 hours, there will be one break of at least 45 minutes or three breaks of 15 minutes.
- 2. The employee is entitled to a lunch break of at least half an hour if the working hours are longer than 5.5 hours, if they start before 12.00 and end after 14.00.
- 3. The employee is entitled to a dinner break if the working hours are longer than 5.5 hours, if they start before 16.00 and end after 19.30. The length of the dinner break is at least:
  - 1 hour in the case of activities in the company location, if dinner can be eaten on the working premises;
  - 1.5 hours in the case of activities in the company location, if dinner cannot be eaten on the working premises;
  - 1.5 hours in the case of activities outside the company location, if dinner can be eaten on the working premises:
  - 2 hours in the case of activities outside the company location, if dinner cannot be eaten on the working premises;
- 4. Breaks of half an hour or longer are not counted as working hours.
- 5. On agreement with the employee participation body, the employer can implement different break regulations. In that case, the breaks are counted as working hours.

# Article 22 Availability per season

1. The employer can ask an employee to be available for 1720 hours per calendar year/season. All travelling times in the Netherlands and abroad are included in calculating the maximum availability per

calendar year/season.

The standard number of working days per year is a maximum of 215. In agreement with the employee participation body, this can be extended to a maximum of 221, by splitting up a maximum of 6 of the 12 atv days into half atv days.

The hours of availability and the number of working days per year are calculated as follows:

Number of days per year	365
, , ,	
Holiday days by law	-20
Non-statutory holiday days	-7
Public holidays (average)	-7
Weekends or days off instead of weekends	-104 days
Maximum number of working days/hours without atv per calendar year/season	227/1816
Atv days/hours	-12/96
Maximum number of working days/hours after deduction of atv per calendar	215/1720
year/season	
Option in agreement with the employee participation body:	
Atv split into at least 6 whole days	-6 days/48 hours
and a maximum of 12 half days	-12 days/48 hours
Maximum number of working days/hours, after subtracting 6 whole and 12 half	221/1720
atv days	

2. In the case of activities that cannot be planned beforehand (e.g. repeat performances), the working hours can be extended by a maximum of 200 hours to a maximum of 1920 hours per year. For dancers, the working hours can be extended by 80 hours to a maximum of 1800 hours per year, in agreement with the individual employee.

The employer and employee agree to compensate these overtime hours in time or in money, based on the hourly wage in accordance with the factor monthly salary/165. Except for emergencies, the employee is not obliged to work overtime.

# Article 23 Activities during unscheduled hours

The employer can request the employee to carry out activities outside the scheduled hours. The employee is not obliged to do so, unless agreed in the individual written contract of employment and except for emergencies. Working hours outside the scheduled hours will be compensated in time as soon as possible, or else saved up by mutual agreement between employer and employee and allocated at a later date.

# Article 24 Activities abroad

- 1. The employer will announce the tours to be made in good time. If tours last longer than 15 days, the employer will give all the relevant information to the employee participation body well in advance.
- Only in consultation with the employee participation body can the employer make alternative agreements about the allocation of days off, rest periods, breaks and atv days, in connection with a foreign tour. These agreements may not be materially worse on average than the regulations in this CAO.

# 4.2 Working hours and rest periods for performing artists

General

The provisions in this section apply to performing artists aged 18 and up (dancers, actors, musicians and singers, etc.), who are excluded from the working hours and rest periods provisions of the Working Hours Act (ATW). The principle is that performance time counts as working hours and that no classes or rehearsals will be planned on Sundays in principle.

# Article 25 Rest periods

- 1. Daily rest periods
  - a. Employees are entitled to an unbroken rest period of at least 11 hours in each continuous period of 24 hours. This rest period is calculated from the end of a shift, or else if it occurs outside the company

location - from the time of arrival back at the company location. For dancers, this unbroken rest period will be more than 11 hours as a rule, in accordance with the agreements set out for this in the company regulations.

- b. In the case of a dress rehearsal, the rest period may be shortened to no less than 8 hours, with the agreement of the employee participation body and no more than twice per season. Contrary to this rule, for dancers the rest period may be reduced, no more than twice per season, to at least 10 hours, with the agreement of the employee participation body.
- c. Between the end of the afternoon activities and the start of the evening activities, dancers are entitled to a rest period of at least 2 hours.

#### 2. Weekly rest periods

Employees are entitled to an unbroken weekly rest period of at least 36 hours in each continuous period of 7 x 24 hours.

Contrary to this rule, an unbroken rest period of at least 60 hours in each continuous period of 12 x 24 hours can be implemented, with the agreement of the employee participation body. This deviation from the rule does not apply to dancers.

#### Article 26 Performance-free weeks for actors

An actor who plays main roles in two consecutive productions is entitled to a period of at least two performance-free weeks between the last performance of one production and the dress rehearsal of the next production.

# 4.3 Working hours and rest periods for performance-related personnel

General

The provisions in this section are based on both the Working Hours Decree (ATB, section on performing arts) and the Working Hours Act (ATW). The performance-related personnel includes, as a rule, technicians/stage managers, rehearsal directors, directors, stage director's assistants, ballet masters, prompters, production directors and assistants, education staff, tour supervisors, costume, wigs, makeup and scenery assistants.

# Article 27 Working hours and rest periods in the Netherlands

General

In the case of activities outside the company location in the Netherlands, the shift begins at the start of the activities in the performance venue and ends at the time of arrival back at the company location, or else - if not returning to the company location - at the overnight accommodation.

The rest periods are allocated in such a way as to ensure that there is always a period of at least 8 hours between the time of arrival back at the company location or the overnight accommodation and the time of departure from the company location or the accommodation the following day.

# 1. Daily working hours and rest periods

- a. The employer will organise the work in such a way that the employee:
- does no more than 12 hours' work per shift, followed by an unbroken rest period of at least 11 hours, whereby the rest period may be reduced to no less than 8 hours no more than 10 times per year and 4 times per period of 4 consecutive weeks, or
- with the agreement of the employee participation body, does no more than 14 hours' work per shift, providing that this shift is followed by an unbroken rest period of at least 24 hours. This may be applied no more than 26 times per period of 52 consecutive weeks, or
- with the agreement of the employee participation body, has an unbroken rest period of at least 11 hours in a period of 24 consecutive hours, whereby the rest period may be reduced to no less than 8 hours no more than 117 times per period of 52 consecutive weeks. In that case, the shift may comprise no more than 16 hours, including breaks and travelling time. If this is followed by a day or night shift of no more than 12 hours, this shift will be followed by an unbroken rest period of at least 24 hours.

b. The employer will also organise the work in such a way that the employee does no more than 12 hours' work per day or night shift that ends after 02.00, followed by an unbroken rest period of at least 14 hours. Once per unbroken period of 7 x 24 hours, this rest period may be reduced to no less than 8 hours no more than 10 times per year.

# 2. Weekly working hours and rest periods

- a. In each unbroken period of 7 x 24 hours, the employee will do no more than 65 hours of work. During the two weeks prior to a premiere, the employee will do no more than 72 hours of work per week.
- b. In each unbroken period of 4 weeks, the employee will do no more than 50 hours of work per week on average. In each unbroken period of 13 weeks, the employee will do no more than 45 hours of work per week and in each unbroken period of 52 weeks, an average of 38 hours of work per week.
- c. In each unbroken period of 7 x 24 hours, the employee is entitled to an unbroken rest period of at least 36 hours. In deviation from this rule, with the agreement of the employee participation body, an unbroken rest period of at least 60 hours in each unbroken period of 12 x 24 hours may be applied instead.

#### 3. Working hours and rest periods abroad

- a. In the case of performances abroad, the working hours included in this CAO will be observed, unless critical unforeseen circumstances necessitate deviating from them. The employee participation body will be notified of this necessity.
- b. In the case of activities at performance venues abroad, the travelling time to and from the performance venue counts as working hours.
- c. In the case of flights where there is a difference in time zone of more than four hours, a rest period of at least 24 hours is scheduled after arrival, in order to acclimatise, before commencing the activities. If necessary, this rule may be deviated from, in agreement with the employee participation body.

#### 4. Working hours in the case of overnight stays

- a. In the case of an overnight stay following activities outside the company location, the working hours end on arrival in the overnight accommodation and start the next day on leaving the overnight accommodation. If the employee decides to arrive at the overnight accommodation later than strictly necessary, the time at which the employee could have arrived is counted as the ending time of the working hours.
- b. If several performances take place in series at the performance venue where the overnight accommodation is located, a fixed 8-hour period of working hours is calculated, or the actual number of hours if that is more than 8, for the second and subsequent day(s).

#### 4.4 Working hours and rest periods for other personnel

General

Other personnel includes all employees who are not in the groups of performing artists and/or performance-related artists, and who usually have a regular pattern of work from Monday to Friday. These employees are covered by the standard provisions of the ATW. Employers from each organisation make further agreements with their employees within the limits of this Act.

# Chapter 5 Days off and holiday leave

#### General

In the case of a full contract of employment, employees are entitled every year to at least 104 weekend days or compensation of those days, 27 holiday days, 12 atv days and a maximum of 7 public holiday days, insofar as they fall on a working day. (See the Article Public holidays).

# Article 28 Days off

- 1. For each unbroken period of 13 weeks, a minimum of 18 days off are scheduled, of which at least 5 x 2 days are allocated consecutively.
- 2. Employees are entitled to at least 13 free Sundays per year (period of 52 weeks).
- 3. Employees are entitled to at least 8 performance-free days per month, of which at least 6 are completely free (i.e. with no rehearsals).

# Article 29 Public holidays

The following count as public holidays: 25 and 26 December, 1 January, Easter Sunday and Easter Monday, Whit Sunday and Whit Monday, Ascension Day, the King's Birthday and once every five years 5 May. Employees who have to work on a public holiday are compensated with a special free day on a date to be agreed.

# Article 30 Holiday leave and atv days

- 1. In the case of full-time employment, the employee is entitled to 27 days of holiday leave and 12 atv days per year. In agreement with the employee participation body, a maximum of 6 of these 12 atv days can be allocated as half days. The employer gives the employee the opportunity to take the days of holiday leave and the atv days, in compliance with the other provisions in this Article. With regard to the lapsing of days of holiday leave, the statutory provisions are applicable, while atv days that are not taken will lapse at the end of the year for which they have been allocated.
- 2. In agreement with the employee participation body, the employer can set collective holiday periods, which are announced before 1 January of the year concerned. In the case of unforeseen circumstances, collective holiday periods may be communicated by 1 March of the year concerned at the latest. Employees give notice in good time of when they are planning to take the other, non-collective agreed days of holiday leave. Employees on a contract of employment of at least one year are entitled to a continuous holiday of at least 3 weeks per year.
- The employer and employee may agree to cancel the days of holiday leave and/or atv days that exceed the legal number. In that case, employees will receive compensation for these days on the basis of their hourly wage.
- 4. With the agreement of the employee participation body, the employer can make an arrangement for all employees or for certain groups of employees for saving up atv days until a subsequent year or until the end of the contract of employment.
- 5. Employees can choose to exchange their end-of-year bonus (see the relevant Article in the chapter Salaries) for three extra days of holiday leave, to be taken in agreement with the employer.

# Article 31 Accumulation of holiday leave during incapacity for work

Employees who are incapacitated for work accumulate holiday leave over the whole period of their incapacity for work. When to take the accumulated holiday leave is agreed by the employer and the employee, in compliance with the legal period of limitation.

# Article 32 Special leave

1. Under the Work and Care Act (WAZO), the employee is entitled to short-term care leave of a maximum of twice the working hours per week. Contrary to the legal entitlement of continued payment of 70% of the salary, the employee is entitled to continued payment of 100% of the salary in the case of short-term care leave. With regard to allocation, and possible refusal of allocation in the case of conflict with urgent organisational interests, the legal provisions will apply.

With regard to all other forms of special leave covered by the WAZO, the legal provisions will apply. See <a href="http://wetten.overheid.nl/BWBR0013008/">http://wetten.overheid.nl/BWBR0013008/</a>.

- 2. The employee is entitled to special leave with full pay in the following cases:
  - if the employee's partner/surrogate mother/co-parent gives birth: the working hours of one week (in accordance with the legal regulations). For supplementary leave, see <a href="https://www.rijksoverheid.nl/onderwerpen/geboorteverlof-en-partnerverlof">https://www.rijksoverheid.nl/onderwerpen/geboorteverlof-en-partnerverlof</a>.
  - in the event of the death of the employee's partner/co-parent and/or children: from the day of decease up to and including the day after the funeral;
  - in the event of the death of the employee's (adoptive) parents, (adoptive) grandparents, brothers/sisters and parents-in-law: two days.
- 3. The employee is entitled to special leave with full pay, insofar as the activities of the company are not unduly disturbed by it, in the following cases:
  - on the day the employee takes out a marriage licence: one day;
  - · for the wedding of the employee: two days;
  - if the employee moves house: one day;
  - if the employee who is a member of a trade union takes part in meetings, board meetings and consultations about terms of employment or CAO matters.

# Chapter 6 Allowances

# Article 33 Professional expenses

Employees are entitled to reimbursement of expenses if expenses are incurred in carrying out the professions. In agreement with the employee participation body, the employer can choose from the following options:

- a. the employer provides material and resources necessary for carrying out the profession properly;
- b. employees are responsible for providing material and resources and can declare the expenses for them to the employer;
- c. the employer gives a fixed allowance for the specified expenses. This allowance lapses if the employee has not worked for more than six weeks.

# Article 34 Allowances for activities outside the company location

- 1. If activities take place outside the company location, whether in the Netherlands or abroad, a contribution towards accommodation expenses is given, in accordance with the appendix Accommodation Expenses included in this CAO.
- 2. Travelling expenses are paid by the employer. The employer can specify the means of transportation. If employees choose not to make use of the specified means of transportation, they pay the travelling expenses themselves. If employees do not make use of the specified means of transportation by necessity, or with permission from the employer, their travelling expenses will be reimbursed on the basis of the specified means of transportation.
- 3. In all cases, the employee is required to be at the performance location at the time before curtain-up specified by the employer at the latest.

# Article 35 Cooperation on publicity

The employee will, in principle, cooperate on publicity for the organisation and its productions for no extra fee. The term publicity is understood in the broadest sense of the word, within the limits of reasonableness. If publicity activities concern the publication of audiovisual recordings of artistic performances as referred to in Article 36.1, the remuneration agreements or the exceptions to those agreements pursuant to Article 36.2 b will apply.

# Article 36 Cooperation on and publication of audiovisual recordings

Definitions of terms used in this Article:

Recording : any form of audiovisual recording of a performance.

Livestream : digital distribution of a performance that is being presented at that time (live). A

livestream is a one-off event by definition. A livestream is always recorded for

technical reasons.

Publication : first or repeated showing/publication of any form of recording or livestream...

Performance : a performing arts production that may comprise one or more parts or acts, and which

is presented in a single performance and under a single title.

# 1. Cooperation on audiovisual recordings

Employees will cooperate, in compliance with the following provisions, on making audiovisual recordings of their artistic performances as a performing artist in presentations that are usually (also) given to an audience

Pursuant to Article 7 of the Dutch Copyright Act, the employer is the owner of what is produced on a contract of employment, unless alternative agreements are made about this in specific cases. In line with Article 3 of the Dutch Neighbouring Rights Act, the employer is entitled to exploit the rights of the performing artists, unless alternative agreements are made about this in specific cases.

2. Entitlement to fees and exceptions

- a. The employer will pay employees cooperating on recordings a reasonable fee for all forms of exploitation. See paragraph 2. b for exceptions to this and paragraph 7 of this Article for the agreed fees.
- b. For recordings/publications for one of the following purposes, the fee referred to in paragraph 2 under 1 is not applicable or set at zero.
  - publicity and/or marketing purposes

This concerns artistic production material that does not form a whole in its own right, which has a maximum recording/publication duration of three minutes. If the maximum of three minutes is exceeded, prior permission is required from the parties concerned/employee participation body and a fee applies in accordance with paragraph 7.

Employees themselves are also entitled to publish recordings of a maximum of three minutes made by the employer for publicity and/or marketing purposes, provided the form is unaltered.

- benefit events

This concerns events where all the proceeds go to the intended goal or charity of the event. Prior permission is required from the parties concerned/employee participation body. A fee in accordance with paragraph 7 applies to further publication.

- non-commercial educational purposes

This is the case when the recording/publication is used solely as teaching material for education.

- the producer's sales purposes

This is the case when recordings/publications of (complete) productions are made available only to programmers or professionals for the purpose of selling performances and tours. This is on condition that a watermark is included in the recording, making the recording unsuitable for showing to the public.

# 3. Employees' right to information

a. Schedules and agreements

The parties concerned/employee participation body will be informed in writing and heard by the employer well in advance about concrete plans for the making of audiovisual recordings as referred to in paragraph 2.

If the recording takes place, the parties concerned/employee participation body will also be informed in writing by the employer about the agreements regarding content, scheduling, logistics and financing, and with which parties they have been agreed. They will also be informed in writing about the method and period of publication, as well as about the agreements regarding management, archiving and security of the recordings.

# b. Exploitation and income

The parties concerned/employee participation body will be informed at least once a year about the exploitation of the organisation's recordings, particularly with regard to the exploitation methods, the income generated thereby and the fees owed. This is in compliance with the further provisions in this regard equivalent to the provisions in Article 25ca of the Dutch Copyright Act.

# 4. Permission for publication

Permission for the publication of recordings is deemed to have been given on signing the contract of employment. The employer is thereby obliged always to provide detailed information in writing to the employee(s) concerned well in advance about the purpose and use of the recordings. See paragraph 3 of this Article.

# 5. Nude scenes

If a performance to be recorded includes nude scenes, prior written agreements are made between the employer, producer, co-producer and performer(s) about the approach and procedure. The agreements set out what exactly is expected of the performer(s), what will be in shot, who will be present at the recordings and how the images will be used, including for trailers.

The prior agreements cannot be revised or expanded on without prior permission from parties. Decisions about them cannot be made during rehearsals and/or performances.

In order to ensure that parties keep to the agreements made and that the surroundings in which nude scenes take place fulfil the agreements made, an intimacy coordinator will be appointed, who makes sure that during a rehearsal or performance the performers do not come under pressure to depart from the agreements made.

# 6. Acknowledgement

All the names of those entitled are registered for acknowledgement in the credits, or for another form of acknowledgement, such as through subtitling, on the website or through other channels (digital or otherwise). The employer will make every effort to realise the credits or other acknowledgement, in compliance with Article 5 of the Dutch Neighbouring Rights Act and Article 25 of the Dutch Copyright Act, which set out the entitlement to acknowledgement. The content of this provision applies to all publications, with the exception of the agreement regarding 'publicity and/or marketing purposes'.

# 7. Remuneration based on the Dutch Neighbouring Rights Act

For recordings and their publication, insofar as not belonging to the exceptions referred to in paragraph 2b, the following fees will apply to employees who are performing artists as referred to in the Dutch Neighbouring Rights Act:

- a. A gross sum of € 45 per employee for a livestream of a performance.
- b. A gross sum of € 100 per employee per recording, which may be published during 1 year counted as a period of 12 months from the first date of distribution.
- c. After the first year, as referred to in paragraph 7. b, a choice can be made from the following buyout periods and associated additional sums per employee per recording for all further publications:
  - € 100 gross for a period of 5 years OR
  - € 250 gross for a period of 10 years OR
  - € 500 gross for an unlimited period.
- d. In addition, there may be supplementary remuneration that is paid only when there are substantial marginal returns after deduction of the fees referred to in 7.a, 7.b and 7.c of this Article and after deduction of exceptional production costs for making the recording, to be specified by the employer. Exceptional production costs do not include the production costs also incurred for live performances on stage. The marginal returns will be paid to the performer(s) in accordance with a distribution formula to be set fairly by the employer.

#### Article 37 Reinforcement of the trade union contribution

- 1. In view of the importance of well organised negotiations about terms of employment and to support the position of the trade union, the employer pays an annual sum of € 21.34 per FTE to the trade union party of this CAO. This entails an obligation from the trade union to make every effort to actively recruit new members.
- Insofar as permissible by the tax authorities, the employer will reimburse the employee's contribution for union membership - on production of proof of membership - while simultaneously having the gross salary reduced by an equal amount.
- 3. Along with the employers collectively or individually the trade union provides information and communication about the trade union, in order to promote union membership among employees.

# Article 38 Allowance for legal healthcare insurance excess

In accordance with the appendix included in this CAO, Regulations for Allowance for Healthcare Insurance Excess, employees may claim an allowance for the legal excess of their healthcare insurance.

# Article 39 Compensation for commuting expenses

The employer makes a suitable arrangement for the organisation to compensate the employees' commuting expenses.

# Article 40 Allowance for appearing as an extra

Employees not employed as a performing artist who appear on stage under direction and in a prescribed costume throughout the whole performance or large parts of it, will receive an allowance for appearing as an extra of € 35.00 gross per performance.

# Article 41 Meal provision or allowance at the company location

In the case of an unbroken and event-related shift at the company location starting at 15.00 at the latest and lasting until at least 20.00, employees are entitled to a meal or to financial reimbursement of € 9.50. This allowance is paid on the basis of declaration, on the submission of receipts. The amount is indexed annually, based on the consumer price index, in accordance with the accommodation expenses regulations in this CAO. These regulations will also apply if the period of work lasts 9 hours or longer. These regulations do not change any agreements about this already in existence between employers and employees that are more favourable to the employee.

# Article 42 Allowance for emergency response and prevention officers

Employees who have additional extra responsibility through carrying out emergency response and prevention tasks will receive an allowance of € 35 gross per month, on the basis of a full-time contract of employment. In the case of a part-time contract of employment, the allowance will be paid pro rata. Exceptions to this allowance are the jobs of location assistant and tour attendant, for whom emergency response and prevention tasks are standard tasks for which remuneration is already calculated in their salary in accordance with the CAO. Other exceptions to this allowance are employees in other jobs who are classified in a higher salary scale for the job concerned in accordance with the CAO, in compensation for emergency response and prevention tasks.

# Article 43 Allowance for working from home

If the employer and employee have agreed that the employee is to work from home (in full or in part), the employer is responsible for the proper set-up of the workplace at home. In consultation with the employee participation body or with the individual employee, the employer will make agreements about a suitable allowance for the work-related costs incurred by working from home.

# Chapter 7 Long-term employability

# Article 44 Night shifts

- For working a night shift, with the exception of travelling time, as defined in this CAO, a bonus of 50% applies for each hour worked. If employees are already entitled to a night shift bonus on the basis of their individual terms of employment or on the basis of another CAO, only the highest bonus will be paid.
- 2. Employees who are less than 7 years away from their legal retirement age (AOW) may request the employer for exemption from night shifts. The employer will grant this request as a rule. Only in incidental, unforeseen situations can the employer ask the employee to work a night shift.

#### Article 45 Generation scheme

- 1. Employees who are less than 7 years away from their legal retirement age (AOW), who have been in employment with the employer for at least 5 years and who wish to reduce their employability by no less than 50% of their original working hours, can opt to continue to accrue pension on the basis of their original working hours as set out in paragraphs 2 and 3 of this Article. This scheme applies on the condition of participation in the applicable pension fund.
- 2. The pension accrual remains based on the original working hours. The associated premium is paid by the employer and the employee in accordance with the ratio agreed in the CAO. If the employee reduces the working hours by at least 0.2 FTE, the salary belonging to the new working hours is increased by 0.1 FTE. If the employee reduces the working hours by less than 0.2 FTE, the new salary is increased by 0.05 FTE.

# Examples:

- from 1.0 FTE to 0.8 FTE means: 80% work, 90% salary, 100% pension accrual
- from 0.8 FTE to 0.4 FTE means: 40% work, 50% salary, 80% pension accrual
- from 0.8 FTE to 0.7 FTE means: 70% work, 75% salary, 80% pension accrual
- 3. The new working hours form the basis for all other terms of employment, such as the accumulation of holiday leave and the calculation of allowances. The reduction in an employee's working hours is given in whole or half days, in agreement between the employer and the employee. Employees with irregular working hours are not entitled to a fixed free day. These employees are given the extra free days spread out as evenly as possible over the roster period.

# Article 46 Long-term unpaid leave

- 1. Employees who have a contract of employment for an indefinite period and who have been in employment with the employer for at least five years may request long-term unpaid leave, for the purpose of long-term employability. Such a request may be made a maximum of once every five years.
- Long-term unpaid leave must be requested at least six months before the start of the season in which
  the unpaid leave starts with the employer, for a period of at least two months and a maximum of twelve
  months. When making the request, employees indicate the way in which the leave contributes to their
  long-term employability.
- The employer will comply with the request, unless it conflicts with organisational interests. If that is the case, then a solution will be sought by possibly honouring the request for a different duration and/or in a different period.
- 4. Outstanding days of holiday leave must be taken first, as far as possible, after which the remaining period is filled with unpaid leave.
- Employees are obliged to keep well informed of pension accrual, and partner and orphan pension, as well as other financial risks during the period of unpaid leave. If the pension scheme allows, employees can choose to continue accruing pension voluntarily during the period of unpaid leave, at their own cost.

- 6. At the end of the period of unpaid leave, employees are entitled to return to a position that is at least equivalent to their previous one.
- 7. During the period of unpaid leave, employees are prohibited from doing paid work for third parties, whether on a contract of employment or as a self-employed person, unless prior written agreements have been made about this with the employer.
- 8. In the case of illness during the period of unpaid leave, in principle this period will not be interrupted or terminated. If the illness continues after the end of the leave period, entitlement to continued payment of the salary will commence from the first working day after the leave period.

# **Chapter 8** Career management

# Article 47 Career hours

#### 1. Goal and target group

Promoting long-term career management and long-term employability is a responsibility of both the employer and the employee. The employer pursues a personnel policy that is geared towards different phases of life and long-term employability. The content of the policy is subject to the conditions below. These conditions are not applicable to employees employed as dancers, as this specific professional group comes under the scheme of Omscholing Dans Nederland. See the relevant article in this CAO.

# 2. Maintaining employability

- a. At least once a year, the employer and employee talk about the progress of the employee's internal and external employability.
- b. This talk is held partly in relation to agreements about the career hours (see below) and can be linked to the performance and/or appraisal interview.
- c. The agreements made in this talk are recorded in writing in an action plan.
- d. Employees are expected to have a cooperative and pro-active attitude to increasing their internal and external employability, and to fulfil the agreements made with regard to their employability.
- e. The employer holds consultation with an employee who is not/no longer functioning optimally about the possibilities of changing job or tasks and about any associated refresher courses, retraining and changes in hours and/or salary.
- f. In realising the agreements made, use can be made of the employee's career hours referred to below.

#### 3. Accruing career hours

- a. The employee has 24 career hours per year in the case of full-time employment. Saving up career hours is maximised at 24 days (of 8 hours) in the case of full-time employment. After this, no more accrual takes place until hours that have already been saved have been taken. In the case of parttime employment, the accrual of career hours applies pro rata.
- b. The career hours are granted annually on an advance basis in hours (time). If the contract of employment is interrupted in the interim or if the employment time factor changes, there will be a recalculation. No limitation period applies to the career hours. On termination of employment, the hours that have not been taken will lapse, unless the termination is on the employer's initiative, except in the case of dismissal for urgent reasons.
- c. Employees who are partially incapacitated for work under the WAO/WIA and who carry out work for the employer for the part that they are able to work accrue career hours proportionate to the hours worked.

#### 4 Aim of the career hours and how they are used

- a. The aim of the career hours is to promote the long-term employability of the employee. The following conditions apply to using the career hours:
  - the hours are used in the first place for leave for the purpose of training, refresher courses or retraining, or other activities that directly benefit the labour market position of the employee. For a contribution to financing, employees can submit a request to the career scheme of the SFPK, in compliance with the regulations and procedures of this scheme;
  - in second place, the hours can be used for other leave purposes, e.g. supplementary care leave or reduction in working hours (up to a maximum of 50%) directly prior to retirement.
- b. The career hours are used on the basis of agreement between the employee and the employer. Every year, the employer and employee talk about this and make concrete agreements about the use and future use of the hours. The agreements are recorded in writing.
- c. The employee must submit leave requests, in compliance with the aforementioned aims of use and following the agreements made with the employer, as soon as possible to the employer. If the employee wishes to take leave of one month or longer, this leave must be requested in writing at least three months before the leave commences. The employer grants the request unless it conflicts

with urgent organisational or shift interests.

# Article 48 Refresher courses

- 1. The employee may be obliged to take refresher courses deemed necessary by the employer (and employee) for carrying out the employee's job.
- 2. The refresher courses are regarded as assigned activities that take place, in principle, during working hours and the costs of which are paid by the employer.
- 3. If an employee wishes to take a course of study or training course, it must be determined in agreement with the employer whether and how the costs are reimbursed and how the study leave is arranged. The appendix *Regulations for study facilities*, included in this CAO, will be observed in this regard.

# Chapter 9 Social consequences of reorganisation

# Article 49 Social plan regulations

#### 1. General

These social plan regulations apply only to the consequences for personnel of situations resulting from subsidy cuts or withdrawal, such as closure, reorganisation, restructuring, partial closure or merger, whether or not coupled with changes in policy and activities in the employer's organisation.

In the case of closure, reorganisation, restructuring, partial closure or merger that is not a result of subsidy cuts or withdrawal, the employer will consult with the employees' organisation involved in this CAO, in order to discuss the social consequences of this organisational change. If so wished, parties may agree on a social plan.

# 2. The target group

These social plan regulations apply only to:

- employees on a written contract of employment for an indefinite period with an employer as defined in this CAO, who have not yet reached the legal retirement age on the date of termination of employment.
- b. employees with a broken or unbroken chain of written contracts of employment for a definite period, who have worked for an employer as defined in this CAO for longer than three years on the date of termination of employment and who have not yet reached the legal retirement age on the date of termination of employment.

Staff and employees to whom these social plan regulations are *not* applicable are:

- all employees excepted as an employee from the application of this CAO in Article 1 of this CAO;
- employees whose contract of employment is or will be terminated during the trial period or due to an
  urgent reason as referred to in Article 7:677 or 7:678 of the Civil Code, or because of otherwise poor
  performance;
- employees whose contract of employment is or will be terminated in connection with incapacity for work for a period of two years or longer;
- employees who have reached the legal retirement age on the intended final date of the contract of employment;
- employees whose contract of employment is or will be terminated due to a reason other than in connection with a situation resulting from subsidy cuts or withdrawal as referred to in section 1 of this Article.

# 3. Income support

Employees who are made redundant as the result of a situation as described in section 1 of this Article and who belong to the target group in section 2 of this Article are entitled to either the legal transition allowance from their employer or, if that is more favourable for the employee, to a supplement of 15% of their last-earned salary during the period of wage-related WW benefit to which the employee is entitled as of the dismissal date, with a maximum of three years.

#### 4. Continuation of pension accrual

Employees receiving a WW supplement as referred to in the previous section of this Article can continue to accrue pension during the wage-related WW benefit on a voluntary basis, insofar as this is permitted under the pension scheme.

Continuation of pension accrual only takes place if the employee so wishes and is prepared to pay the employee's part of the premium that applied before the dismissal date. In that case, the employer will continue to pay the employer's part of the premium.

# 5. Employee's obligations

Employees threatened with dismissal as a result of a situation as referred to in section 1 of this Article and who meet the conditions of the target group referred to in section 2 of this Article are obliged to actively work on their reappointment within or outside their own organisation and to do everything possible to provide the employer with all necessary information and details (including documents needed

for calculating financial supplements) in good time and in accordance with the truth.

Not cooperating actively on reappointment and/or giving incorrect or incomplete information, as well as improper use or misuse of the arrangements provided may result in exclusion from these social plan regulations and lead to reclamation of any sums already paid.

# 6. Financial contribution towards mobility or retraining

For each employee who is made redundant, the employer will defray the costs of support in finding a new job to a maximum of  $\in$  5,000 excluding VAT in the case of full-time employment, or the costs of retraining to a maximum of  $\in$  8,000 excluding VAT in the case of full-time employment.

Retraining is offered only if this is considered necessary by the employer. In the case of part-time employment, the maximum amounts stated in this section will apply pro rata.

Employees who do not make use of the support or retraining arrangements or terminate them prematurely will not be entitled to any substitute financial support.

# Chapter 10 Other rights and obligations

# Article 50 General obligations

#### 1. General

The employer and employee are generally obliged to act as a good employer or employee is expected to act in similar circumstances. Employees are obliged to carry out the agreed activities to the best of their ability, and to follow the instructions provided to that end by or on behalf of the employer. The employer will enable employees to carry out the agreed activities to the best of their ability, and provide instructions to that end if necessary.

#### 2. Behaviour

- a. Both employee and employer are expected to treat each other and everyone else at work with respect. Unacceptable behaviour, including harassment, sexual harassment, aggression, bullying and discrimination, is inadmissible. The employer is obliged to prevent unacceptable behaviour at work as far as possible by, for example, including the NAPK protocol (un)acceptable behaviour in the organisational policy, by informing everyone at work about this and by ensuring consistent implementation of and compliance with the protocol within the organisation.
- b. If employees nevertheless encounter unacceptable behaviour, they must receive support from the services provided by the employer. In addition, the employee can always choose to approach the disclosure office for the sector: <a href="https://mores.online/">https://mores.online/</a>. As of 1 January 2022, the employer and/or employee can also lodge a formal complaint for further investigation with the complaints committee of Social Safety for the Performing Arts.

# 3. Incapacity for work

In the event of incapacity for work as the result of illness or accident, also during the holiday period, the employee will inform the employer of this immediately, in compliance with the company regulations and/or the standing rules of the organisation concerned. The employer and employee are also obliged, in accordance with the legal provisions, to promote reintegration as soon as possible.

#### 4. Property

All items, including written documents and electronic and digital information and media made available to employees for their activities for the organisation remain the property of the employer. The employee is obliged to hand back these items to the employer as soon as requested to do so, and otherwise on the day on which the contract of employment terminates at the latest.

The employee is responsible and liable for any damage to the employer's property caused by wilful act or through deliberate negligence.

#### 5. Confidentiality

The employee and employer are obliged to confidentiality concerning all affairs, in the broadest sense of the word, of which they could reasonably have knowledge, or could presume that disseminating that knowledge, in any way whatsoever, might damage the other party. This obligation to confidentiality is applicable both during the contract of employment and after its termination. Violation of this Article by the employee can form an urgent reason for dismissal by the employer.

# Article 51 Working for third parties

- 1. Work for third parties is understood to mean activities carried out by employees during their term of employment with the employer for other parties than their own employer.
- 2. In the case of short-term activities equal to or less than one day, which do not interfere with the activities already planned for the employer, it is sufficient that the employee notifies the employer.
- 3. In the case of activities that take longer than one day, or which are spread over several days or periods, it is necessary to obtain prior permission from the employer. The employee requests permission from the employer as far in advance as possible and provides the employer with the necessary information

about the activities.

- 4. The employer cooperates and gives permission for the employee to carry out activities for third parties, unless the employer makes a reasonable case for these activities not being compatible with the activities of the employer's organisation.
- 5. The employer decides as quickly as possible, but within seven days at least, on the employee's request. The employer can impose restrictions and/or attach conditions to the permission, such as not paying for hours that are not worked. If an employer has not responded to the request within seven days, the employer is presumed to have given permission.
- 6. The employer and employee can make (additional) agreements about working for third parties in the written individual contract of employment. It is not permitted to contractually completely exclude working for third parties, except when the employer can make a reasonable case for there being good reasons to do so.
- 7. Working for third parties without permission may lead to the employer imposing sanctions and at worst may form an urgent reason for the employer to terminate the contract of employment with immediate effect and/or to recover the damage incurred from the employee.
- 8. Employees who become incapacitated for work as a consequence of working for third parties without permission can therefore forfeit their entitlement to the non-statutory wage supplements referred to in this CAO.

# Article 52 Outsourcing

- 1. If they agree to the conditions under which it takes place, employees can be temporarily outsourced to another employer. A written outsourcing contract is entered into that is signed by all parties concerned: the outsourcing employer, the insourcing employer and the employee.
- 2. During the period that the employee is working for the insourcing employer, the insourcing employer is responsible for proper working conditions, and working hours and rest periods.
- The insourcing employer is liable for any damage resulting from the employee's actions, negligence or inadequate functioning in connection with carrying out the activities stated in the outsourcing contract, unless otherwise agreed.
- 4. The insourcing employer is responsible for the employee being properly insured for legal liability on account of the activities stated in the outsourcing contract.

# Article 53 Legal liability

- 1. For the employer's legal liability, the employer takes out suitable insurance for damage caused or incurred by employees as a result of performing their job.
- 2. The employer is obliged to pay for damage incurred by employees as a result of performing their job, unless it was caused by wilful act or deliberate negligence on the part of the employee.
- 3. If employees can claim from third parties with regard to damages they have incurred, they lose their entitlement to compensation from the employer. If and insofar as employees pass on their entitlement to compensation to the employer, the employer will pay an advance sum that is offset against what the employer receives from the third party/parties as compensation. In the latter case, the collection charges are paid by the employer.

# **Chapter 11 Additional provisions**

# Article 54 Temporary early retirement scheme (RVU)

On the basis of the Dutch Act 'Wet bedrag ineens, RVU-heffing en verlofsparen', employees who meet the conditions below can make use of the scheme set out in this Act in order to take early retirement. The scheme is intended solely for employees born in the period 1955 to 1961, who are no more than 36 months away from the legal retirement age.

The following conditions are applicable:

- As part of an exit scheme, the employee and employer can make agreements about participation in this RVU scheme; the agreements are set out in a settlement agreement;
- Participation is intended for situations in which both parties are of the opinion that it is uncertain whether the employee will be able to remain sufficiently employable until reaching their legal retirement age;
- The employee must have been in employment with the employer for at least ten consecutive years directly prior to the exit date;
- One consequence of the scheme is that an employer making use of it is not entitled to unemployment benefit or a transition allowance.
- In principle, the employer will consider an employee's request to make use of the scheme favourably, and only refuse the request for important reasons.

#### Article 55 Pension scheme

- 1. A pension scheme is arranged through the obligation of Stichting Pensioenfonds Zorg en Welzijn (PFZW). The obligation is included in appendix A of the PFZW pension regulations.
- 2. Employers in the theatre and dance branch and the employees in employment as defined in the PFZW pension regulations come under the scope of the obligation. As a consequence, they are obliged to comply with the statutes and regulations, and any associated decisions, of PFZW. The pension documents can be found on <a href="https://www.pfzw.nl">www.pfzw.nl</a>.
- 3. PFZW sets the annual premium for the compulsory pension scheme.
- 4. The affiliated employer pays the total premium to PFZW in good time and deducts the employees' contribution from the salary of employees who are deemed participants on the basis of the pension regulations.

The division of the total premium owed is as follows:

- by the employer: 60% of the total premium.
- by the employee/participant: 40% of the total premium.

### Article 56 Stichting Omscholing Dansers Nederland (Dancers Retraining Scheme)

- 1. The employer has arranged a retraining scheme with Stichting Omscholing Dansers Nederland (ODN) for employees who are dancers.
- 2. As of 1 January 2022, the premiums paid by employers and employees are as follows:
  - by the employer: 6.93% of the gross monthly salary, including holiday bonus.
  - by the employee: 2,32% of the gross monthly salary, including holiday bonus.
- 3. From the legal transition allowance of a dancer whose contract of employment is terminated (under the terms of the 'Besluit voorwaarden in mindering brengen op kosten transitievergoeding') the employer is permitted to deduct the amount of employer's premiums paid by the employer for the dancer concerned, calculated over the complete duration of the dancer's term of employment. In the case of a full-time contract of employment, 24 times the dancer's gross hourly salary per year worked must be deducted from this amount of employer's premiums. In the case of a part-time contract of employment, this deduction is made pro rata. This deduction is related to the entitlement to the equivalent of 24 career hours per year, as set out in this CAO.

4. Also applicable are the agreements regarding ODN and participation in ODN that are set out in the Cao ODN 2022-2026.

# Article 57 Sociaal Fonds Podiumkunsten (Performing Arts Social Fund)

- The organisations covered by this CAO participate in the Performing Arts Social Fund (SFPK), see www.sfpk.nl. The goals and tasks of the fund, as well as the premium amounts, are set out in the CAO for the Performing Arts Social Fund.
- 2. The total premium for the SFPK is 0.8%. This premium is made up of two components: 0.3% social provisions and 0.5% career guidance. The premium is calculated over the gross monthly salary excluding holiday allowance and including fixed allowances.

The following division of premium applies to the drama and dance sector:

- drama employer: 0.65% of the total salary amount

- dance employer: 0.15% of the dancers' salary amount, and

0.65% of the salary amount of other employees.

- drama and/or dance employee: 0.15%

Self-employed persons can participate on a voluntary basis, on condition that a premium of 0.8% is paid
by them or for them, calculated over each invoice from the self-employed person. In their role as
commissioning body, employers can make agreements with the self-employed persons working for
them.

# Article 58 Trainees and traineeship fee

- 1. Students who carry out activities for the employer as part of their studies or course receive a traineeship fee of 350 euros gross per month in the case of five full trainee days per week. A pro rata fee applies to a part-time traineeship. The traineeship fee is exclusive of any allowance for students' travel and accommodation costs, on agreement with the institution.
- Trainees must be supernumerary to the existing company, so that there is no displacement of employees. If the trainee is a student at a dance academy, the standard traineeship contract included in this CAO is used.
- 3. Further agreements about the content of the traineeship, supervision, and allowances and insurances are set out in a written traineeship contract signed by the school, the employer and the trainee, in compliance with the provisions included in the Traineeship Policy appendix to this CAO.

# Article 59 Agency staff

Employers may only enter into contracts with certified agencies that are included in the Stichting Normering Arbeid register (see <a href="https://www.normeringarbeid.nl">www.normeringarbeid.nl</a>).

# Artikel 60 Vacancy policy

In accordance with Article 27 of the Works Council Act, the employer presents the organisation's vacancy policy to the employee participation body for approval and will inform employees in good time about any vacancies that may arise, so that they can take part in the application procedure.

#### Article 61 Social Commission for Drama and Dance

In order to promote correct and clear interpretation and application of this CAO, the social partners Kunstenbond and NAPK are founding a Social Commission CAO for Drama and Dance. Further provisions regarding the tasks of this Commission, as well as its composition and the procedures to be followed by the Commission are included in the Social Commission CAO for Drama and Dance appendix to this CAO.

# **APPENDICES**

### Appendix 1A Salary matrixes 2022 and 2023

At least the legal minimum wage must be paid at all times, in proportion to the scope of the contract of employment. Scale VID is intended only for the classification of dancers who are not dancers employed by Dutch National Ballet.

as of 01-01-2022 including 2.5%, scale VID including 3.32%

Schalen	ı	II	III	IV	٧	VID	VI	VII	VIII	IX	Х	ΧI	XII
Stappen													
0	1775	1905	2056	2237	2373	2304	2530	2699	3044	3361	4007	4270	5208
1	1825	1963	2120	2306	2450	2410	2628	2804	3153	3484	4135	4420	5391
2	1877	2022	2184	2374	2528	2514	2727	2909	3262	3608	4263	4570	5575
3	1929	2080	2248	2443	2605	2628	2825	3014	3372	3732	4391	4721	5758
4	1981	2139	2312	2511	2682	2763	2923	3119	3481	3856	4520	4871	5941
5	2033	2197	2376	2580	2760	2954	3021	3224	3590	3979	4648	5021	6125
6	2085	2256	2440	2648	2837	3143	3120	3329	3700	4103	4776	5171	6308
7		2314	2504	2717	2914	3332	3218	3434	3809	4227	4904	5322	6492
8		2373	2569	2785	2992	3513	3316	3539	3919	4351	5032	5472	6675
9			2633	2854	3074	3594	3406	3629	4010	4468	5130	5616	6851
10				2922	3158	3677	3498	3721	4104	4588	5230	5765	7032
11					3245	3761	3592	3815	4200	4711	5333	5917	7218
12					3335	3848	3689	3912	4298	4838	5437	6073	7408
13					3426	3936	3789	4012	4399	4969			
14					3522	4027	3891	4114	4501				
15							3995	4218					
Maximum	2085	2373	2633	2922	3522	4027	3995	4218	4501	4969	5437	6073	7408

as of 01-01-2023 including 2.5%

Schalen	1	II	III	IV	٧	VID	VI	VII	VIII	IX	Χ	ΧI	XII
Stappen													
0	1819	1952	2107	2293	2432	2362	2593	2766	3120	3445	4107	4377	5338
1	1871	2012	2173	2363	2512	2470	2694	2874	3232	3571	4238	4531	5526
2	1924	2072	2239	2433	2591	2577	2795	2982	3344	3698	4370	4685	5714
3	1977	2132	2304	2504	2670	2694	2895	3089	3456	3825	4501	4839	5902
4	2030	2192	2370	2574	2749	2832	2996	3197	3568	3952	4633	4993	6090
5	2084	2252	2436	2644	2829	3028	3097	3304	3680	4079	4764	5147	6278
6	2137	2312	2501	2714	2908	3221	3198	3412	3792	4206	4895	5301	6466
7		2372	2567	2784	2987	3415	3299	3519	3904	4332	5027	5455	6654
8		2432	2633	2855	3066	3601	3399	3627	4017	4459	5158	5609	6842
9			2698	2925	3151	3684	3491	3719	4111	4579	5259	5757	7022
10				2995	3237	3769	3585	3814	4207	4702	5361	5909	7208
11					3326	3855	3682	3911	4305	4829	5466	6065	7398
12					3418	3944	3782	4010	4406	4959	5573	6225	7593
13					3512	4035	3884	4112	4509	5093			
14					3610	4128	3989	4216	4614				
15							4095	4324					
Maximum	2137	2432	2698	2995	3610	4128	4095	4324	4614	5093	5573	6225	7593

<sup>-</sup> Amounts in Euros -

### Appendix 1B Salary matrix Dutch National Ballet dancers

At least the legal minimum wage must be paid at all times, in proportion to the scope of the contract of employment.

- Amounts in euros -

tap	1-1-2022	1-1-2023	Adspirant	Corps de		Grand		Eerste
ariss	Incl. 3,32%	Incl. 2,5%	Elève	Ballet	Coryphée	Sujet	Solist	Solist
Salarisstap			I	II	III	ΙV	V	VI
	ı							
0	2.329	2.387	0					
1	2.441	2.502	1					
2	2.552	2.616		0				
3	2.666	2.733		1				
4	2.806	2.876		2	0			
5	2.988	3.062		3	1			
6	3.177	3.256		4	2			
7	3.378	3.462		5	3	0		
8	3.562	3.651		6	4	1		
9	3.658	3.750			5	2		
10	3.753	3.847			6	3		
11	3.846	3.942			7	4	0	
12	3.943	4.042			8	5		
13	4.037	4.138				6	1	
14	4.131	4.235				7		
15	4.236	4.342				8	2	
16	4.340	4.448				9	3	
17	4.433	4.544					4	0
18	4.537	4.650					5	
19	4.637	4.753					6	1
20	4.736	4.855					7	
21	4.830	4.950					8	2
22	4.928	5.051					9	
23	5.026	5.151						3
24	5.214	5.344						4
25	5.430	5.566						5
26	5.633	5.773						6

# Appendix 2A Job matrix with reference jobs

	Management & Office Staff	Artistic	Production and Technicians	Artistic Staff
XII	01.01 Artistic director II 01.02 General manager II			
XI		02.01 Choreographer II 02.02 Stage director II		
X IX	01.01 Artistic director I 01.02 General manager I	02.03 Actor II 02.04 Dramaturge II		
VIII	01.03 Head of education 01.04 Head of financial administration 01.05 Head of marketing and communication 01.06 Head of sponsorship and fundraising	02.05 Rehearsal director/ ballet master	03.01 Head of production 03.02 Head of technical department	04.01 Head of atelier (scenery, costume, wigs, make up) 04.02 Theatre/ film programmer
VII	01.07 HR adviser	02.01 Choreographer I 02.02 Stage director I 02.04 Dramaturge I	03.03 Head production manager 03.04 Stage manager	04.03 Artistic director's assistant
VI	01.08 System administrator	02.03 Actor I 02.07 Designer	03.05 Production manager	04.04 Music director/musician 04.05 Stage director assistant 04.06 Tour supervisor 04.07 Trainer/dance teacher
VID		02.06 Dancer*		
V	01.09 Education assistant 01.10 Financial administration assistant 01.11 Marketing and communication assistant 01.12 Sponsorship and fundraising assistant 01.13 Acquisition and hire assistant		03.06 Assistant stage manager 03.07 Production assistant	
IV				04.08 Wigs and make-up atelier assistant
III	01.14 Administrative assistant			04.09 Dresser
"				04.10 Box office assistant 04.11 Location assistant

# Appendix 2B Descriptions of the reference jobs

# **Descriptions of the reference jobs**

Job Artistic director 01.01

#### Position in the organisation

Under the management of

Supervisory Board (RvT) artistic staff

Manages

#### Job goal

Developing and helping to set and realise the artistic goals of the organisation, so that a programme is created within the artistic parameters, which supports the continuation of the organisation.

#### **Expected result**

Result areas	Core activities	Result criteria
Strategy	<ul> <li>along with the general manager, forming a vision of the direction to be taken by the organisation and formulating the strategic policy</li> <li>interpreting strategic policy in a long-range plan and annual plans</li> <li>setting goals</li> <li>discussing policy/plans with the RvT and, in agreement from the RvT, steering and monitoring their realisation</li> </ul>	<ul> <li>policy for the future</li> <li>feasibility of the goals</li> <li>feasibility of long-range plan (incl. budget)</li> </ul>
Artistic performance	<ul> <li>drawing up artistic plans and annual plans, setting the programme, etc.</li> <li>recruiting artistic employees, attending auditions, stimulating creativity</li> </ul>	degree to which plans and turnover are realised     result of the negotiation
Internal organisation	<ul> <li>steering the artistic departments</li> <li>ensuring a sound artistic position</li> <li>ensuring that the artistic principles are upheld</li> </ul>	efficiency of the artistic organisation     feasibility of artistic principles
Management	<ul> <li>ensuring proper personnel development</li> <li>motivating employees, appraising performance, steering, instructing and training (coaching and guiding)</li> <li>ensuring the realisation of HR policy and the application of underlying personnel systems</li> </ul>	<ul> <li>degree of inspiring leadership</li> <li>realisation of goals by employees</li> <li>motivation of employees</li> <li>availability of employees</li> </ul>

Artistic director I

Artistic director or general manager of an organisation with an annual turnover up to around € 2 million.

#### Artistic director II

Artistic director or general manager of an organisation with an annual turnover from around € 2 million.

### Job General manager 01.02

#### Position in the organisation

Under the management of Supervisory Board (RvT) Manages administrative staff

#### Job goal

Developing and helping to set and realise the administrative goals of the organisation, so that a sound financial situation is created within guidelines and the continuation of the organisation is ensured.

### **Expected results**

Result areas	Core activities	Result criteria
Strategy	<ul> <li>along with the artistic director, forming a vision of the direction to be taken by the organisation and formulating the strategic policy</li> <li>interpreting strategic policy in a long-range plan and annual plans</li> <li>setting goals</li> <li>discussing policy/plans with the RvT and, in agreement from the RvT, steering and monitoring their realisation</li> </ul>	<ul> <li>policy for the future</li> <li>feasibility of the goals</li> <li>feasibility of long-range plan (incl. budget)</li> </ul>
Results and financial results achieved	<ul> <li>drawing up annual financial and other plans and budgets, etc., and monitoring them following approval</li> <li>obtaining financial resources from public subsidisers and private funds, maintaining contacts and delegating fundraising</li> <li>carrying out commercial negotiations (and having them carried out) with clients and suppliers</li> <li>reporting on the financial situation</li> </ul>	<ul> <li>degree to which plans and turnover are realised</li> <li>completing procedures with quality</li> <li>result of the negotiation</li> </ul>
Image and branding	<ul> <li>presenting the organisation to the outside</li> <li>building up and maintaining relevant network, giving form and business content to joint ventures</li> <li>promoting the interests of the organisation in political decision-making</li> </ul>	<ul> <li>recognition of organisation by relevant parties</li> <li>availability of relevant network</li> <li>effectiveness of lobby activities</li> </ul>
Internal organisation	steering the management team     helping to ensure a sound financial position     realising availability of facilities	- efficiency of the internal organisation - financial position - degree to which the facilities support the activities
Management	<ul> <li>ensuring proper personnel development</li> <li>motivating employees, appraising performance, steering, instructing and training (coaching and guiding)</li> <li>ensuring the realisation of HR policy and the application of underlying personnel systems</li> </ul>	<ul> <li>degree of inspiring leadership</li> <li>realisation of goals by employees</li> <li>motivation of employees</li> <li>availability of employees</li> </ul>

General manager of an organisation with an annual turnover from around € 2 million

Job Head of education 01.03

#### Position in the organisation

Under the management of directors
Manages education staff

#### Job goal

Developing and implementing the education policy of the organisation

#### **Expected results**

Result areas	Core activities	Result criteria
Education policy	<ul> <li>developing the education policy and/or annual plan in consultation with the directors</li> <li>developing education projects on the basis of set policy</li> <li>planning, coordinating and evaluating education activities and projects</li> </ul>	<ul> <li>degree to which the policy contributes to realising goals</li> <li>degree to which policy can be interpreted in concrete actions</li> <li>presence of support for policy</li> </ul>
Directed education activities	<ul> <li>ensuring an effective set-up/organisation of the department</li> <li>dividing the tasks</li> <li>consulting with employees about how things are running</li> <li>steering employees in the execution of tasks</li> <li>monitoring budgets, making adjustments where necessary</li> <li>reporting on results and progress</li> </ul>	<ul> <li>effectiveness of set-up/organisation</li> <li>degree to which goals are realised</li> <li>promptness of activities carried out</li> <li>effectiveness of steering</li> </ul>
Developed education activities	<ul> <li>investigating possibilities for education work for production, in consultation with the artistic team</li> <li>making proposals for education activities</li> <li>building up and maintaining contacts with schools, institutions and networks that give rise to audience groups</li> <li>ensuring the provision of publicity about education projects, attracting audience groups and recording agreements in contracts</li> <li>ensuring the provision of the relevant administrative tasks</li> </ul>	<ul> <li>degree to which proposed activities contribute to organisation</li> <li>degree to which education activities contribute to the turnover</li> <li>availability and usefulness of network</li> <li>effectiveness of publicity</li> </ul>
Management	<ul> <li>managing/steering employees</li> <li>appraising performance, instructing, coaching and motivating</li> <li>applying HR guidelines and underlying procedures</li> </ul>	<ul><li>availability of employees</li><li>employability of employees</li><li>motivation of employees</li></ul>
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors	degree to which available knowledge is up to date and complete

### Pay differentiation

The head of department or working for an organisation with an annual turnover of more than around  $\in$  2 million and managing several employees and bearing partial responsibility for organisational policy, for example as a member of the management team, can be classified in or grow towards the maximum of scale IX or X.

When being placed in the new salary scale, the employee is placed in the next salary up in the new scale.

### Job Head of financial administration

01.04

Position in the organisation

Under the management of

directors

Manages

financial administration assistants and administrative assistants

#### Job goal

Realising the collection, processing and analysis of financial data. Setting up and running the financial and administrative organisation.

#### **Expected results**

Result areas	Core activities	Result criteria
Directed administration	<ul> <li>ensuring an effective set-up/organisation of the department</li> <li>dividing the tasks</li> <li>consulting with employees about how things are running</li> <li>checking on execution</li> <li>steering employees in the execution of tasks</li> </ul>	<ul> <li>effectiveness of set-up/organisation</li> <li>degree to which goals are realised</li> <li>promptness of activities carried out</li> <li>effectiveness of steering</li> </ul>
Realised financial administration	<ul> <li>ensuring the financial administration is maintained, helping to carry out administrative tasks</li> <li>monitoring the execution of bookkeeping and salary administration, checking and correcting</li> </ul>	degree to which financial administration is up to date     degree to which financial administration is correct
Provides insight into financial situation	<ul> <li>collecting and processing financial information for budgets, annual accounts and balance sheets</li> <li>monitoring costs and liquidity developments</li> <li>drawing up quarterly and monthly reports</li> <li>advising budget-holders on drawing up and managing the budgets</li> <li>advising the directors (solicited/unsolicited) on the financial state of affairs</li> <li>supervising checks by the accountant, the tax authority and the UWV, etc.</li> </ul>	<ul> <li>correct and prompt processing and reporting</li> <li>degree to which procedures are observed</li> <li>correctness of statements</li> <li>satisfaction of accountant</li> </ul>
Set-up of administrative organisation and processes	<ul> <li>defining requirements for the administrative organisation</li> <li>pointing out and analysing developments that have consequences for the administrative organisation</li> <li>arranging, rearranging and updating</li> <li>checking and evaluating</li> </ul>	- degree to which proper recording and provision of financial information are safeguarded - degree to which administrative organisation meets internal and external requirements - effectiveness and efficiency of procedures and parameters
Management	<ul> <li>managing/steering employees</li> <li>appraising performance, instructing, coaching and motivating</li> <li>applying HR guidelines and underlying procedures</li> </ul>	availability of employees     employability of employees     motivation of employees
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors	degree to which available knowledge is up to date and complete

#### Pay differentiation

The head of department or working for an organisation with an annual turnover of more than around € 2 million and managing several employees and bearing partial responsibility for organisational policy, for example as a member of the management team, can be classified in or grow towards the maximum of scale IX or X.

When being placed in the new salary scale, the employee is placed in the next salary up in the new scale.

### Job Head of marketing and communication

01.05

#### Position in the organisation

Under the management of

directors

Manages

marketing and communication assistants

#### Job goal

Developing and implementing the marketing and communication policy of the organisation.

#### **Expected results**

Result areas	Core activities	Result criteria
Marketing and communication policy	<ul> <li>developing the marketing and communication policy (also long-range), including budgeting, in consultation with the directors</li> <li>drawing up marketing strategies for different sectors of the public to suit the various productions</li> <li>planning, coordinating and evaluating marketing and communication activities</li> </ul>	<ul> <li>degree to which the policy contributes to realising goals</li> <li>degree to which policy can be interpreted in concrete actions</li> <li>presence of support for policy</li> </ul>
Directed marketing and communication activities	<ul> <li>ensuring an effective set-up/organisation of the department</li> <li>allocating and dividing the tasks</li> <li>steering employees in the execution of tasks</li> <li>monitoring budgets, making adjustments where necessary</li> <li>reporting on results and progress</li> </ul>	<ul> <li>degree to which goals are realised</li> <li>effectiveness of set-up/organisation</li> <li>quality and promptness of activities carried out</li> <li>effectiveness of steering</li> </ul>
Developed marketing and communication activities	<ul> <li>developing marketing and communication activities to suit the sectors of the public for the various productions</li> <li>drawing up the budget within pre-defined financial parameters, making adjustments where necessary</li> <li>maintaining internal and external networks</li> <li>providing information about the policy and the development of the organisation</li> <li>organisation</li> <li>organising interviews and speaking, or arranging for someone else to speak on behalf of the directors</li> </ul>	- degree to which activities correspond to sectors of the public - feasibility of budget - prompt steering - quality and promptness of execution and adjusted execution - quality and effectiveness of network - completeness, clarity and timing of information - media attention
Management	<ul> <li>managing/steering employees</li> <li>appraising performance, instructing, coaching and motivating</li> <li>applying HR guidelines and underlying procedures</li> </ul>	availability of employees     employability of employees     motivation of employees
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors	degree to which available knowledge is up to date and complete

#### Pay differentiation

The head of department or working for an organisation with an annual turnover of more than around  $\in$  2 million and managing several employees and bearing partial responsibility for organisational policy, for example as a member of the management team, can be classified in or grow towards the maximum of scale IX or X.

When being placed in the new salary scale, the employee is placed in the next salary up in the new scale..

### Job Head of sponsorship and fundraising

01.06

#### Position in the organisation

Under the management of directors

Manages sponsorship and fundraising assistants

#### Job goal

Developing and realising the sponsorship and fundraising policy of the organisation.

#### **Expected results**

Result areas	Core activities	Result criteria
Sponsorship and fundraising policy	<ul> <li>developing strategic sponsorship and fundraising policy (also long-range), and patrons and friends policy, in consultation with the directors</li> <li>planning, coordinating and evaluating sponsorship and fundraising activities</li> </ul>	<ul> <li>degree to which the policy contributes to realising goals</li> <li>effectiveness of the strategy</li> <li>quality and feasibility of the plans and annual plans</li> <li>inventiveness and effectiveness of ideas</li> </ul>
Directed sponsorship and fundraising activities	<ul> <li>ensuring an effective set-up/organisation of the department</li> <li>allocating and dividing the tasks</li> <li>steering employees in the execution of tasks</li> <li>monitoring budgets, making adjustments where necessary</li> <li>reporting on results and progress</li> </ul>	<ul> <li>degree to which goals are realised</li> <li>effectiveness of set-up and organisation</li> <li>quality and promptness of activities carried out</li> <li>effectiveness of steering</li> </ul>
Developed sponsorship and fundraising activities	<ul> <li>initiating campaigns and activities focused on sponsorship, fundraising, patrons and friends, possibly in collaboration with other departments of the organisation</li> <li>providing customised solutions, reciprocal agreements, evaluations, research and analyses</li> <li>drawing up contracts and ensuring financial transactions and final responsibility for patrons</li> </ul>	<ul> <li>contributions from sponsors and funds, and patrons and friends</li> <li>efficiency and feasibility of customisation and reciprocal agreements</li> <li>effectiveness of collaboration with other departments</li> <li>quality and effectiveness of campaigns</li> <li>realisation of financial goals</li> </ul>
Relationship management	<ul> <li>representing the organisation in relevant networks and consultative relationships</li> <li>letting key figures (in the sector) participate in sponsorship and fundraising activities, and steering them</li> <li>building up and maintaining contacts with patrons and potential patrons</li> </ul>	<ul> <li>degree to which business relations are loyal to the organisation</li> <li>number of useful contacts</li> <li>effectiveness of network</li> <li>degree to which the contacts are used optimally</li> </ul>
Management	<ul> <li>managing/steering employees</li> <li>appraising performance, instructing, coaching and motivating</li> <li>applying HR guidelines and underlying procedures</li> </ul>	<ul><li>availability of employees</li><li>employability of employees</li><li>motivation of employees</li></ul>
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors	degree to which available knowledge is up to date and complete

#### Pay differentiation

The head of department or working for an organisation with an annual turnover of more than around € 2 million and managing several employees and bearing partial responsibility for organisational policy, for example as a member of the management team, can be classified in or grow towards the maximum of scale IX or X.

When being placed in the new salary scale, the employee is placed in the next salary up in the new scale. . .

Job HR-adviser 01.07

### Position in the organisation

Under the management of general manager not applicable

### Job goal

Advises on and implements the HR policy of the organisation.

Result areas	Core activities	Result criteria
Advice on HR policy and tools	<ul> <li>following developments and interpreting their influence on the organisation and employees</li> <li>advising on HR policy, tools and regulations</li> <li>developing and implementing them in the organisation, following approval</li> </ul>	<ul> <li>degree to which knowledge is up to date</li> <li>degree to which legal parameters are met</li> <li>quality of advice</li> <li>effectiveness of tools</li> </ul>
Personnel facilities	<ul> <li>helping to implement the recruitment and selection process, advising on appointments and conditions of employment</li> <li>ensuring the availability of sufficient qualified personnel, in consultation with the managers</li> </ul>	<ul> <li>prompt availability of employees</li> <li>expertise and professional skills of employees</li> </ul>
Solutions to personnel issues	<ul> <li>appraising personnel issues (in the areas of performance, training, work conflicts and questions of legal position), finding out backgrounds and causes</li> <li>agreeing on solutions to these issues</li> <li>advising employees and directors</li> </ul>	<ul> <li>effectiveness of solutions</li> <li>degree to which the outcome is acceptable to parties</li> <li>within legal parameters</li> </ul>
Personnel information	ensuring up-to-date personnel and salary data     drawing up management reports, providing information for the annual report and social annual report	- prompt availability - reliability
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors	degree to which available knowledge is up to date and complete

### Job System administrator

01.08

### Position in the organisation

Under the management of

management or head of department not applicable

Manages not applicab

### Job goal

Developing and maintaining the organisation's information management systems.

Result areas	Core activities	Result criteria
Operational system	<ul> <li>carrying out maintenance work on the system software, hardware and peripherals</li> <li>monitoring performance and capacity and taking measures for optimising them</li> <li>analysing problems and taking measures</li> <li>ensuring the security of systems and data</li> <li>ensuring suitable and up-to-date system software</li> </ul>	<ul> <li>availability of systems/networks</li> <li>degree to which systems/networks meet performance requirements</li> <li>application of security measures</li> <li>user satisfaction</li> </ul>
Incidents solved	<ul> <li>analysing and solving malfunctions and incidents</li> <li>advising users about solving and preventing malfunctions and incidents</li> </ul>	user satisfaction     quality and promptness of solved incidents
User support provided	<ul> <li>giving instructions and information to users, transferring knowledge and working methods</li> <li>installing work stations for users</li> </ul>	clarity of knowledge transfer     user satisfaction about     support
Adapted system (computer network, information system)	<ul> <li>advising the directors about developments when making investments</li> <li>providing adaptations to the system</li> <li>installing and testing</li> <li>handing over to the user</li> </ul>	- degree to which systems meet the wishes/requirements of users - prompt availability of new versions/applications
Contribution to ICT procedures (sub-area)	<ul> <li>in collaboration with the directors, developing a privacy policy and ensuring compliance with it</li> <li>maintaining contacts with suppliers and implementers of ICT products and services</li> </ul>	acceptance of expertise     insight into developments     usefulness of contacts with suppliers
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the manager	degree to which available knowledge is up to date and complete

#### Job Education assistant 01.09

#### Position in the organisation

Under the management of

the directors or head of department

Manages not applicable

#### Job goal

Developing and implementing education activities for various target groups within the parameters of the education policy.

#### **Expected results**

Result areas	Core activities	Result criteria
Contribution to education policy	<ul> <li>giving input in the development of the education policy</li> <li>helping to investigate possibilities for education projects for productions, in consultation with the artistic team, and making proposals for education activities</li> </ul>	usefulness of input     suitable education activities
Developed education activities	<ul> <li>developing education projects and activities on the basis of the set policy</li> <li>building up and maintaining contacts with schools, institutions and networks focused on particular audience groups and potential audience groups</li> <li>attracting audience groups for education projects</li> </ul>	<ul> <li>quality and feasibility of projects</li> <li>availability and usefulness of network</li> <li>effectiveness of attracting audience groups</li> </ul>
Implemented education	<ul> <li>executing education projects</li> <li>distributing publicity material</li> <li>steering those involved in the execution, such as drama teachers</li> <li>receiving and supervising audience groups for education projects and performances</li> <li>monitoring the budget</li> </ul>	<ul> <li>quality of the execution of projects</li> <li>promptness of distribution</li> <li>effectiveness of steering</li> <li>success of reception and supervision</li> </ul>
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the manager	degree to which available knowledge is up to date and complete

#### Career development

#### Job Financial administration assistant

01.10

#### Position in the organisation

Under the management of Manages

directors or the head of financial administration not applicable

#### Job goal

Providing the financial administration of the organisation.

#### **Expected results**

Result areas	Core activities	Result criteria
Provided administration	<ul> <li>checking whether the data supplied is correct</li> <li>requesting the responsible employee for explanations in the case of uncertainties</li> <li>processing data in the administration in accordance with regulations</li> </ul>	degree to which the administrations kept are accurate and up-to-date
Reporting and analysis	<ul> <li>creating overviews, summaries and reports</li> <li>pointing out obstacles and reporting them to the manager or directors</li> </ul>	accuracy of data     promptness of pointing out     and reporting obstacles
Accounts payable	<ul> <li>processing incoming invoices in accordance with the regulations and coordinating with those concerned in the case of internal and external uncertainties</li> <li>providing the accounts payable administration</li> <li>getting things ready for payment</li> </ul>	degree to which the administration is correct and up-to-date     promptness of payment
Accounts receivable	<ul> <li>processing bills/invoices</li> <li>clarifying uncertainties by questioning those concerned</li> <li>processing payments in the administration</li> <li>monitoring repayment terms and, if necessary, sending payment reminders and notifying the manager of this</li> </ul>	<ul> <li>degree to which the administration is correct and up-to-date</li> <li>promptness of sending payment reminders and collecting invoice payments</li> </ul>
Contribution to creating reports	<ul> <li>preparing and providing periodic reports</li> <li>preparing tax declarations</li> <li>informing the management of irregularities</li> <li>involving external parties in the preparation if necessary</li> <li>discussing plans with the manager</li> </ul>	reliability of account of financial position and results     prompt coordination with the management
Payments made	drawing up and coordinating payments of taxes and insurance premiums, etc.	- correctness of payments

#### Career development

### Job Marketing and communication assistant

01.11

#### Position in the organisation

Under the management of Manages

directors or head of marketing and communication

not applicable

#### Job goal

Developing and implementing marketing and communication work.

#### **Expected results**

Result areas	Core activities	Result criteria
Contribution to marketing and communication policy	<ul> <li>giving input in the development of the marketing and communication policy</li> <li>helping to draw up marketing strategies for different sectors of the public in consultation with the manager</li> </ul>	usefulness of input     suitability of marketing     strategies
Developed marketing and communication activities	<ul> <li>developing marketing and communication activities on the basis of the set policy and budget</li> <li>building up and maintaining contacts with various groups of business relations, including press, media and theatres</li> <li>attracting audience groups to performances</li> </ul>	<ul> <li>quality and feasibility of activities</li> <li>usefulness and availability of network</li> <li>effectiveness of attracting audience groups</li> </ul>
Implemented marketing and communication	<ul> <li>planning and implementing marketing and communication activities</li> <li>steering and coordinating printers, designers and photographers, etc.</li> <li>drawing up texts for communication means like website, social media, mailings and newsletters, etc.</li> <li>receiving and supervising audience and guests at performances</li> <li>monitoring the budget</li> </ul>	<ul> <li>quality of execution of activities</li> <li>promptness of planning and implementation</li> <li>effectiveness of steering</li> <li>quality of texts</li> <li>success of reception and supervision</li> </ul>
Up to date on developments in the professional field	keeping up with developments in the professional field     discussing new developments with the manager	degree to which available knowledge is up to date and complete

#### Career development

### Job Sponsorship and fundraising assistant

01.12

#### Position in the organisation

Under the management of Manages

directors or head of sponsorship and fundraising not applicable

#### Job goal

Developing and implementing sponsorship and fundraising activities.

#### **Expected results**

Result areas	Core activities	Result criteria
Contribution to sponsorship and fundraisings policy	giving input in the development of the sponsorship and fundraising policy, and patrons and friends policy	- usefulness of input
Developed sponsorship and fundraising activities	<ul> <li>developing sponsorship and fundraising activities on the basis of the set policy and budget</li> <li>building up and maintaining contacts with relevant business relations and networks</li> </ul>	<ul><li>quality and feasibility of activities</li><li>usefulness and availability of network</li></ul>
Implemented sponsorship and fundraising	<ul> <li>planning and implementing campaigns and activities focused on sponsorship and fundraising, possibly in collaboration with employees from other departments of the organisation</li> <li>developing customisation proposals, reciprocal agreements and evaluations, in consultation with the manager</li> <li>monitoring the budget</li> </ul>	<ul> <li>quality of execution of activities</li> <li>promptness of planning and implementation</li> <li>quality of development of customisation proposals, reciprocal agreements and evaluations</li> </ul>
Up to date on developments in the professional field	keeping up with developments in the professional field     discussing new developments with the manager	degree to which available knowledge is up to date and complete

#### Career development

### Job Acquisition and hire assistant

01.13

#### Position in the organisation

Under the management of Manages

directors or head of business management/acquisition not applicable

#### Job goal

Developing and implementing commercial activities, acquisition and hire.

#### **Expected results**

Result areas	Core activities	Result criteria
Contribution to commercial policy, acquisition and hire	<ul> <li>giving input for operations related to business economics and organisation</li> <li>helping to develop commercial strategies for various sectors of the public, in consultation with the manager</li> </ul>	<ul> <li>usefulness of input</li> <li>suitability of commercial strategies</li> </ul>
Developed commercial activities and service provision	<ul> <li>developing commercial activities and service provision on the basis of the set policy and budget</li> <li>building up and maintaining contacts with external service providers, suppliers, existing and new hirers and users</li> <li>drawing up acquisition prospects</li> </ul>	<ul> <li>effectiveness and feasibility of activities</li> <li>usefulness and availability of network</li> <li>effectiveness of acquisition</li> </ul>
Implemented commercial activities and service provision	<ul> <li>providing the hire of rooms and auditoriums, facilities and additional services</li> <li>planning and implementing other commercial activities</li> <li>steering those involved in the implementation, such as audience services staff</li> <li>drawing up contracts and quotations, etc., in consultation with the manager</li> <li>administering purchasing/sales/hire with regard to business assets and space</li> <li>monitoring the budget</li> </ul>	<ul> <li>quality of execution of activities</li> <li>promptness of planning and implementation</li> <li>effectiveness of steering</li> <li>accuracy of administration</li> </ul>
Up to date on developments in the professional field	keeping up with developments in the professional field     discussing new developments with the manager	- degree to which available knowledge is up to date and complete

### Career development

### Job Administrative assistant 01.14

### Position in the organisation

Under the management of

head of financial administration

Manages not applicable

### Job goal

Performing administrative and secretarial work.

Result areas	Core activities	Result criteria
Registered data	<ul> <li>managing databases and adjusting them on the basis of supplied and collected data</li> <li>keeping statistics up-to-date</li> </ul>	<ul> <li>degree to which data is up- to-date and correct</li> <li>speed of adjustment</li> </ul>
Communication and written communication provided	providing mailings     providing correspondence in accordance with instructions	- correctness of mailings and correspondence
Secretarial support provided	- managing the archive	degree to which the archive is up-to-date     accessibility of the archive
Support provided	carrying out supporting tasks for the financial department or other departments	- satisfaction about support

### Job Choreographer 02.01

#### Position in the organisation

Under the management of

Manages

directors

artistic team, dancers/performers, production and technical staff as far as the artistic execution of the production is concerned

#### Job goal

Realising the design for the dance and/or movement material for performing arts production, within the agreed artistic, technical and business parameters of the commission.

#### **Expected results**

Result areas	Core activities	Result criteria
Developed artistic concept	<ul> <li>making agreements with directors/producer about the preconditions of the commission</li> <li>developing production ideas</li> <li>finding source material, including music, with regard to the production ideas</li> <li>developing an artistic concept within the given preconditions, in collaboration with the artistic team</li> </ul>	<ul> <li>suitability and feasibility of ideas</li> <li>connection between concept and production commission</li> <li>effectiveness of collaboration within the team</li> </ul>
Developed choreography	<ul> <li>developing the artistic concept</li> <li>applying the concept to roles and dancing roles, cast and movement material, and to ideas about designs (sets, costumes, lighting and sound)</li> <li>drawing up and planning the realisation of the concept, in collaboration with the parties involved</li> <li>conveying the vision of the choreographic work (and its interpretation) to the artistic and technical team</li> <li>steering the dancers in developing, helping to develop and executing the movement material/choreography</li> <li>instructing trainers/dance teachers</li> <li>delivering the choreographic work</li> </ul>	<ul> <li>usefulness of concept developed</li> <li>effectiveness of collaboration and conveying of the vision</li> <li>promptness of planning and delivery of choreographic work</li> <li>artistic quality of developed choreographic work</li> </ul>
Artistic achievements	- choreographing dance and other productions in collaboration with all parties involved (artistic team, technical team and cast) - coaching dancers on their artistic performance and interpretations in the choreographic work - ensuring cooperation with and within the artistic team (supervising, advising and informing) - monitoring and steering the execution, focused on maintaining the artistic quality of the choreographic work	<ul> <li>quality of execution</li> <li>effectiveness of coaching</li> <li>effectiveness of collaboration and steering</li> <li>maintenance of artistic quality</li> </ul>
Contribution to representation	- carrying out representative tasks for publicity and fundraising purposes - participating in talks and after-performance talks, giving lectures, interviews, workshops and guided tours, etc., in relation to education and publicity	degree to which the company feels represented     contribution to reputation of company/production
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors	degree to which available knowledge is up to date and complete

#### Choreographer II

Choreographer of small-scale productions to whom the conditions stated for Choreographer II are not applicable.

#### Choreographer II

Choreographer with years of experience who on reaching the maximum salary of Choreographer I holds final responsibility for large-scale productions with a technical and/or artistic team of more than 16 staff.

### Job Stage director 02.02

#### Position in the organisation

Under the management of

Manages

directors artistic team, actors, production and technical staff as far as the artistic execution of the production is

#### Job goal

Realising the total artistic concept of performing arts productions within the agreed artistic, technical and business parameters of the commission.

#### **Expected results**

Result areas	Core activities	Result criteria
Developed artistic concept	<ul> <li>making agreements with directors/producer about the preconditions of the commission</li> <li>developing production ideas</li> <li>finding source material, references and information with regard to the production ideas</li> <li>developing an artistic concept within the given preconditions, in collaboration with the artistic team</li> </ul>	<ul> <li>suitability and feasibility of ideas</li> <li>connection between concept and production commission</li> <li>effectiveness of collaboration within the team</li> </ul>
Developed staging	<ul> <li>developing the artistic concept</li> <li>applying the concept to roles and acting roles and cast, and to ideas about designs (sets, costumes, lighting and sound)</li> <li>drawing up and planning the realisation of the concept, in collaboration with the parties involved</li> <li>conveying the vision of the production (and its interpretation) to the artistic and technical team</li> <li>steering the actors in developing, helping to develop and executing the staging/production</li> <li>instructing the staged director's assistant</li> <li>delivering the staged production</li> </ul>	<ul> <li>usefulness of concept developed</li> <li>effectiveness of collaboration and conveying of the vision</li> <li>promptness of planning and delivery of production</li> <li>artistic quality of developed staging</li> </ul>
Artistic achievements	<ul> <li>directing productions in collaboration with all parties involved (artistic team, technical team and cast)</li> <li>coaching actors on their artistic performance and interpretations in the production</li> <li>ensuring cooperation with and within the artistic team (supervising, advising and informing)</li> <li>monitoring and steering the execution, focused on maintaining the artistic quality of the production</li> </ul>	<ul> <li>quality of execution</li> <li>effectiveness of coaching</li> <li>effectiveness of collaboration and steering</li> <li>maintenance of artistic quality</li> </ul>
Contribution to representation	- carrying out representative tasks for publicity and fundraising purposes - participating in talks and after-performance talks, giving lectures, interviews, workshops and guided tours, etc., in relation to education and publicity	degree to which the company feels represented contribution to reputation of organisation/production
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors	degree to which available knowledge is up to date and complete

#### Stage director I

Director of small-scale productions to whom the conditions stated for Stage director II are not applicable.

#### Stage director II

Director with years of experience who on reaching the maximum salary of Stage director I holds final responsibility for large-scale productions with a technical and/or artistic team of more than 16 staff.

Job Actor 02.03

#### Position in the organisation

Under the management of

directors, stage director and/or collective not applicable

Manages

#### Job goal

Interpreting and helping to create one or more roles in a performing arts production within the guidelines of the stage director and/or choreographer.

#### **Expected results**

Result areas	Core activities	Result criteria
Role(s) and production developed in cooperation	<ul> <li>studying, analysing, creating and helping to create the production and the roles to be interpreted within the collective or individual staging vision</li> <li>mastering and helping shape the staging vision in the production</li> <li>rehearsing, coordinating and integrating actor's own roles in the production or parts of the production and with the roles of colleagues</li> <li>ensuring an appearance that suits the role(s) in accordance with guidelines set, cooperating on costume fittings and following instructions for wigs and make-up</li> </ul>	<ul> <li>usefulness of artistic input and interpretation</li> <li>degree of preparation of role(s) for rehearsals</li> <li>effectiveness of collaboration with stage director</li> </ul>
Implemented role(s) in production	acting, performing/interpreting the role(s), using artistic expertise and technical skills	artistic quality, presentation and powers of conviction     mastery of technical skills     effectiveness of collaboration with other performers
Honing professional skills and up to date on developments in the professional field	keeping up the condition of the voice and body     keeping up with developments in the professional field     further training as an artist	<ul> <li>artistic and technical employability in existing and new productions</li> <li>progress in theatrical development</li> <li>maintenance of physical condition</li> </ul>
Contribution to representation	<ul> <li>carrying out representative tasks for publicity and fundraising purposes</li> <li>participating in talks and after-performance talks, giving interviews, workshops and demonstrations, etc., in relation to education and publicity</li> </ul>	degree of appreciation of the representation, internally and externally     contribution to reputation of organisation/production

#### Actor I

Actor who has graduated from a professional drama or cabaret academy at hbo level, or an actor judged by the directors to have completed equivalent training in the Netherlands or abroad or to have reached an equivalent standard, or else an actor who has at least six years of experience in professional productions.

#### Actor II

Actor with years of experience who, on reaching the maximum salary of Actor I, plays big roles in large-scale productions or supporting roles in small productions.

#### Career development Actor II

Partly dependent on company policy, an Actor II who plays main roles more or less exclusively can, in the case of exceptional performance and/or playing prominent roles, grow towards the maximum of scale XII.

#### Stage director's bonus

Actors who direct on an incidental basis will receive a monthly bonus amounting to two salary increments above that in which they are then classified as an actor, for the period that they fulfil the job of stage director (preparations, rehearsals and possibly follow-up).

Job Dramaturge 02.04

#### Position in the organisation

Under the management of

directors or head of dramaturgy

Manages not applicable

#### Job goal

Providing guidance on artistic content during the process in which a production is created.

#### **Expected results**

Result areas	Core activities	Result criteria
Developed policy on artistic content	<ul> <li>advising the directors on decisions regarding the policy on artistic content, reflecting and reporting in the decision-making process</li> </ul>	- quality of advice on the policy on artistic content
Research and development in preparing the creation of a production	<ul> <li>looking for new pieces or artistic concepts, appraising them and advising the stage director about them</li> <li>following the work of actors, stage directors, writers and designers</li> <li>collecting, analysing and selecting texts and other information with regard to the choice of pieces and artistic principles for the staging/scenography</li> <li>finding out whether it is possible to obtain the necessary permission from copyright-holders (writers, translators, stage directors)</li> <li>steering the playwright or translator (if involved in the production) with regard to content and work</li> <li>developing the basis for collaborating with a guest stage director with regard to artistic content</li> </ul>	<ul> <li>quality of research and information</li> <li>degree to which decisions are underpinned and promoted</li> <li>effectiveness of steering the writer or translator</li> </ul>
Advice to artistic staff	<ul> <li>advising the stage director in taking artistic decisions in the production process</li> <li>appraising and discussing the development of artistic content during the rehearsal process and monitoring the artistic principles</li> <li>providing background information for upholding the artistic principles</li> </ul>	<ul> <li>quality and usefulness of advice</li> <li>degree to which professional standards are upheld</li> <li>effectiveness of steering with regard to upholding artistic principles</li> </ul>
Shared knowledge and insights	<ul> <li>providing content-related information to communication, education and fundraising staff</li> <li>writing texts for internal and/or external use</li> <li>archiving texts, scripts and secondary materials that are used in the rehearsal process</li> </ul>	<ul> <li>usefulness of transfer of knowledge</li> <li>success of content-related support</li> <li>quality and correctness of texts</li> </ul>
Insight into developments in the professional field	keeping up with developments in the professional field     -discussing new developments with the directors/stage directors	- degree to which available knowledge is up to date and complete

#### Dramaturge I

Dramaturge or production dramaturge to whom the conditions stated for Dramaturge II are not applicable.

#### Dramaturge II

Dramaturge with years of experience who, on reaching the maximum salary of Dramaturge I, has the job of managing several employees and/or to whom the result areas "developed policy" and "research and development" are applicable and/or who gives guidance to a resident or guest stage director from the Netherlands or abroad with regard to the artistic content of large-scale, complex productions.

### Job Rehearsal director/ballet master

02.05

### Position in the organisation

Under the management of artistic director Manages not applicable

### Job goal

Teaching existing and new choreographic works to dancers.

Result areas	Core activities	Result criteria
Contribution to development of choreographic work and artistic policy	<ul> <li>rehearsing existing choreographic works/repertoire in consultation with the artistic director</li> <li>assisting choreographers during the creation process of new works</li> <li>hiring dance teachers for the classes, providing information about the choreographic work and artistic policy</li> </ul>	effectiveness of transfer of knowledge     conformity to artistic vision     quality of didactic approach
Supervising dancers during performances/tours	<ul> <li>supervising dancers during tours</li> <li>giving classes during tours of the Netherlands and abroad</li> <li>giving instructions to dancers with regard to the artistic and technical performance of choreographic works during performances/tours</li> </ul>	effectiveness of supervision     degree of conformity to     artistic vision     quality of didactic approach
Selected and performing dancers	<ul> <li>contributing to the selection of dancers at auditions</li> <li>advising choreographer/artistic director on casting dancers</li> <li>compiling the daily work and rehearsal schedules in consultation with the choreographer/artistic director</li> <li>coordinating the schedules within the organisation and ensuring communication to the dancers</li> </ul>	<ul> <li>quality of contribution to casting and selection</li> <li>effectiveness of running the artistic work process</li> <li>promptness and clarity of communication</li> </ul>
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors/choreographers	degree to which available knowledge is up to date and complete

Job Dancer 02.06

#### Position in the organisation

Under the management of Manages

directors, choreographer and/or collective not applicable

#### Job goal

Dancing and helping to create one or more roles in a choreographic work/performing arts production within the guidelines of the choreographer and/or stage director.

#### **Expected results**

Result areas	Core activities	Result criteria
Role(s) and production developed in cooperation	<ul> <li>studying, analysing, creating and helping to create the production and the roles to be interpreted in the choreographic work</li> <li>mastering and helping shape the choreographer's movement style and dance idiom</li> <li>rehearsing, coordinating and integrating dancer's own roles in the choreographic work or parts of the choreographic work and with the roles of colleagues</li> <li>ensuring an appearance that suits the role(s) in accordance with guidelines set, cooperating on costume fittings and following instructions for wigs and make-up</li> </ul>	<ul> <li>usefulness of artistic input and interpretation</li> <li>degree of preparation of role(s) for rehearsals</li> <li>effectiveness of collaboration with choreographer</li> </ul>
Implemented role(s) in production	<ul> <li>dancing, performing/interpreting the role(s), using artistic expertise and technical skills</li> </ul>	artistic quality and powers of conviction     degree of collaboration
Honing professional skills and up to date on developments in the professional field	<ul> <li>maintaining technical dancing skills and physical condition, partly through participating in classes</li> <li>keeping up with developments in the professional field</li> <li>further training as an artist</li> </ul>	<ul> <li>artistic and physical employability in existing and new productions</li> <li>progress in technical development</li> <li>maintenance of physical condition</li> </ul>
Contribution to representation	<ul> <li>carrying out representative tasks for publicity and fundraising purposes</li> <li>participating in talks and after-performance talks, giving interviews, workshops and demonstrations, etc., in relation to education and publicity</li> </ul>	degree of appreciation of the representation, internally and externally     contribution to reputation of organisation/production

Partly dependent on company policy, a Dancer who dances main roles more or less exclusively can, in the case of exceptional performance and/or dancing prominent roles, grow towards the maximum of scale X.

Job Designer 02.07

#### Position in the organisation

Under the management of Manages

stage director and/or choreographer builders (functional)

#### Job goal

Making the creative design within the designer's own professional field(s) – lighting, sound, sets, costumes, film/video – for performing arts productions, in accordance with the concept of the stage director/choreographer and within the boundaries of the production.

Result areas	Core activities	Result criteria
Developed stage effects/ designs	<ul> <li>studying the allocated productions, interpreting the framework, content, interpretations and sensitivities of the production and the various scenes</li> <li>developing stage effects/designs in close cooperation with the stage director/choreographer and/or the artistic team</li> </ul>	<ul> <li>creativity of designs</li> <li>degree to which effects/designs meet guidelines</li> <li>quality of the collaboration</li> </ul>
Technical realisation of design	<ul> <li>developing design(s) on the basis of guidelines and specifications, taking account of practical feasibility, possibly including travelling</li> <li>agreeing feasibility and technical realisation of the design with the technical department and production manager</li> <li>drawing up schedules for the technical realisation in consultation with the stage director/ choreographer and/or production manager</li> <li>giving insight into the design through making drawings, photos and models</li> <li>determining the materials needed, taking account of their qualities</li> <li>monitoring the available budget, making adjustments where necessary</li> </ul>	<ul> <li>feasibility of design and schedule</li> <li>degree of insight into design</li> <li>degree to which materials are used responsibly</li> <li>promptness of cost adjustments</li> </ul>
Insight into developments in the professional field	<ul> <li>keeping up with developments in the professional field</li> <li>discussing new developments with the directors/stage directors/choreographers</li> </ul>	degree to which available knowledge is up to date and complete

### Job Head of production

03.01

#### Position in the organisation

Under the management of directors

Manages production managers and production assistants

#### Job goal

Developing and realising the production schedule and all the associated tasks, on the basis of artistic concepts and ideas.

#### **Expected results**

Result areas	Core activities	Result criteria
Directed and organised production activities	- ensuring an effective set-up and organisation of the department - allocating and coordinating the tasks - steering employees in the execution of tasks - monitoring budgets, making adjustments where necessary - reporting on results and progress	<ul> <li>degree to which goals are realised</li> <li>effectiveness of set-up and organisation</li> <li>quality and promptness of tasks carried out</li> <li>effectiveness of budget management</li> </ul>
Realised production schedule	- translating the wishes and requirements of the artistic team into production activities and requisites - submitting a production plan to the directors for approval - drawing up a budget within pre-defined financial parameters, making adjustments where necessary - supervising the set-building process and making necessary adjustments, or having them made	<ul> <li>degree to which artistic wishes and requirements are met</li> <li>feasibility of budget</li> <li>promptness of adjustments</li> <li>degree to which schedule is realised</li> </ul>
Safety levels maintained	helping to draw up risk assessments and evaluations (RIEs) for production     supervising and complying with Working Conditions Act and regulations	- correctness of RIEs - degree of safety in the work
Management	<ul> <li>managing/steering employees</li> <li>appraising performance, instructing, coaching and motivating</li> <li>applying HR guidelines and underlying procedures</li> </ul>	<ul><li>availability of employees</li><li>employability of employees</li><li>motivation of employees</li></ul>
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors/stage directors/choreographers	degree to which available knowledge is up to date and complete

#### Pay differentiation

The head of department or working for an organisation with an annual turnover of more than around € 2 million and managing several employees and bearing partial responsibility for organisational policy, for example as a member of the management team, can be classified in or grow towards the maximum of scale IX or X.

When being placed in the new salary scale, the employee is placed in the next salary up in the new scale.

### Job Head of technical department

03.02

#### Position in the organisation

Under the management of directors

Manages stage managers and assistant stage managers

#### Job goal

Realisation and management of the technical theatre procedures and tasks in the organisation.

#### **Expected results**

Result areas	Core activities	Result criteria
Directed technical theatre tasks	<ul> <li>ensuring an effective set-up and organisation of the department</li> <li>allocating and coordinating the tasks</li> <li>steering employees in the execution of tasks</li> <li>monitoring budgets, making adjustments where necessary</li> <li>reporting on results and progress</li> </ul>	<ul> <li>degree to which goals are realised</li> <li>effectiveness of set-up and organisation</li> <li>quality and promptness of tasks carried out</li> <li>effectiveness of budget management</li> </ul>
Realised technical theatre tasks	<ul> <li>translating the wishes and requirements of the artistic teams into budgets and investment plans</li> <li>explaining technical plans and submitting them to the directors for approval</li> <li>drawing up a budget within pre-defined financial parameters, making adjustments where necessary</li> <li>preparing for performances through coordination with the technical department of theatres and with suppliers</li> <li>supervising the set-building process and making necessary adjustments, or having them made</li> <li>realising the structure, management and functioning of the technical theatre inventory, developing approved investment proposals and coordinating their realisation</li> </ul>	<ul> <li>degree to which artistic wishes and requirements are met</li> <li>feasibility of budget</li> <li>promptness of adjustments</li> <li>quality and promptness of technical tasks and adjustments to them</li> <li>degree to which schedule is realised</li> </ul>
Safety levels maintained	<ul> <li>helping to draw up risk assessments and evaluations (RIEs) of the technical tasks in the production</li> <li>supervising and complying with Working Conditions Act and regulations</li> </ul>	- correctness of RIEs - degree of safety in the work
Management	<ul> <li>managing/steering employees</li> <li>appraising performance, instructing, coaching and motivating</li> <li>applying HR guidelines and underlying procedures</li> </ul>	<ul><li>availability of employees</li><li>employability of employees</li><li>motivation of employees</li></ul>
Insight into developments in the professional field	<ul> <li>keeping up with developments in the professional field</li> <li>discussing new developments with the directors/stage directors/choreographers</li> </ul>	degree to which available knowledge is up to date and complete

### Pay differentiation

The head of department or working for an organisation with an annual turnover of more than around € 2 million and managing several employees and bearing partial responsibility for organisational policy, for example as a member of the management team, can be classified in or grow towards the maximum of scale IX or X.

When being placed in the new salary scale, the employee is placed in the next salary up in the new scale.

### Job Head production manager

03.03

### Position in the organisation

Under the management of

directors or head of production

Manages

several production assistants (functional)

#### Job goal

Realising a production plan and steering one or more production processes, on the basis of artistic concepts and ideas.

Result areas	Core activities	Result criteria
Realised production schedule and coordinated production work	<ul> <li>translating the wishes and requirements of the artistic team into production activities and requisites</li> <li>submitting a production plan to the directors for approval</li> <li>providing a schedule and shift timetable for executing production tasks</li> <li>drawing up a budget within pre-defined financial parameters, making adjustments where necessary</li> <li>ensuring and supervising preparatory production tasks</li> </ul>	- degree to which artistic wishes and requirements are met - feasibility of budget - promptness of adjustments - effectiveness of schedule - quality and promptness of production plan and prepared production plan
Supported production	<ul> <li>planning, arranging and carrying out production tasks, or having them carried out, and making adjustments where necessary</li> <li>steering and collaborating with employees in the execution of tasks</li> <li>pointing out and solving production problems</li> </ul>	<ul> <li>promptness of planning and adjustment</li> <li>quality of execution</li> <li>degree of collaboration</li> <li>effectiveness of problem-solving</li> </ul>
Safety levels maintained	helping to draw up risk assessments and evaluations (RIEs) for productions     supervising and complying with Working Conditions Act and regulations	- correctness of RIEs - degree of safety in the work
Insight into developments in the professional field	<ul> <li>keeping up with developments in the professional field</li> <li>discussing new developments with the directors/stage directors/choreographers</li> </ul>	- degree to which available knowledge is up to date and complete

### Job Assistant stage manager

03.04

#### Position in the organisation

Under the management of Manages

directors, head of technical department or stage manager not applicable

#### Job goal

Coordinating and carrying out technical theatre tasks for a production, and having them carried out, both for the creation and the performance of the production.

Result areas	Core activities	Result criteria
Coordinated technical theatre tasks for a production	<ul> <li>liaising with manager and/or the artistic team about the required technical facilities</li> <li>ensuring effective schedules and shift timetables for technical tasks</li> <li>allocating and coordinating the tasks of the assistant stage manager and any assistants</li> </ul>	<ul> <li>completeness of insight into technical needs and possibilities</li> <li>quality of execution and construction</li> <li>functioning of technical installations</li> </ul>
Functioning technical facilities during performance	<ul> <li>ensuring smooth running of the production on a technical level</li> <li>pointing out problems on the shop floor and providing problem-solving measures</li> <li>functioning as the first point of contact and sounding board for the assistant stage manager and any assistants</li> <li>helping to operate technical installations during the performance</li> <li>instructing technical theatre staff and other involved parties</li> </ul>	<ul> <li>effectiveness of solution-based actions</li> <li>timing and quality of execution</li> <li>technical control over the performance</li> <li>smoothness of collaboration</li> </ul>
Additional tasks	<ul> <li>ensuring the assembly/dismantling of the technical facilities</li> <li>ensuring loading/unloading/transport of sets, technical installations and equipment</li> <li>ensuring the archiving and storage of material and documents, such as scenarios, manuals, drawings, photos and lighting plans</li> </ul>	<ul> <li>efficiency of the execution of tasks</li> <li>availability for the future</li> <li>degree to which materials can be used/reused</li> </ul>
Safety levels maintained	<ul> <li>ensuring that fire and safety regulations are met</li> <li>supervising and complying with Working Conditions Act and regulations</li> </ul>	- degree of safety in the work
Up to date on developments in the professional field	keeping up with developments in the professional field     taking further technical training     maintaining skills relevant to carrying out the tasks	employability     improvement in technical     skills

### Job Production manager

03.05

### Position in the organisation

Under the management of Manages

directors or head of production several production staff (functional)

### Job goal

Developing and realising a production plan and all the associated tasks, on the basis of artistic concepts and ideas.

Result areas	Core activities	Result criteria
Realised production plan	<ul> <li>translating the wishes and requirements of the artistic team into production activities and requisites</li> <li>submitting a production plan to the directors for approval</li> <li>providing a schedule and shift timetable for executing production tasks</li> <li>drawing up a budget within pre-defined financial parameters, making adjustments where necessary</li> <li>ensuring and supervising preparatory production tasks</li> </ul>	degree to which artistic wishes and requirements are met     feasibility of budget     promptness of adjustments     quality and promptness of production plan and prepared production plan
Supported production	<ul> <li>planning, arranging and carrying out production tasks, or having them carried out, and making adjustments where necessary</li> <li>steering and collaborating with employees in the execution of tasks</li> <li>pointing out and solving production problems</li> </ul>	<ul> <li>promptness of planning and adjustment</li> <li>quality of execution</li> <li>degree of collaboration</li> <li>effectiveness of problem-solving</li> </ul>
Safety levels maintained	<ul> <li>helping to draw up risk assessments and evaluations (RIEs) for productions</li> <li>supervising and complying with Working Conditions Act and regulations</li> </ul>	- correctness of RIEs - degree of safety in the work
Insight into developments in the professional field	<ul> <li>keeping up with developments in the professional field</li> <li>discussing new developments with the directors/stage directors/choreographers</li> </ul>	degree to which available knowledge is up to date and complete

### Job Assistant stage manager

03.06

#### Position in the organisation

Under the management of Manages

directors, head of technical department or stage manager not applicable

#### Job goal

Carrying out technical theatre tasks and specialising in one or more fields (such as lighting, video, sound and scenery), in the creation and performance of productions.

#### **Expected results**

Result areas	Core activities	Result criteria
Prepared technical tasks for the production	<ul> <li>liaising with manager and/or the artistic team about the required technical facilities</li> <li>testing and mastering the technical possibilities at the performance venues</li> <li>developing and making technical installations to suit the artistic wishes and the possibilities at the performance venues, or having them made</li> <li>preparing (setting up and programming, etc.) technical installations</li> </ul>	<ul> <li>completeness of insight into technical needs and possibilities</li> <li>quality of execution and construction</li> <li>functioning of technical installations</li> </ul>
Functioning technical facilities during performance	<ul> <li>pointing out malfunctions or imminent malfunctions of technical facilities and taking prompt solution-based action</li> <li>operating technical installations during the performance</li> <li>liaising with other technical theatre staff and other parties involved</li> <li>recording technical data for each production, in order to pass information on</li> </ul>	<ul> <li>effectiveness of solution-based actions</li> <li>timing and quality of execution</li> <li>success of collaboration</li> <li>completeness of information passed on</li> </ul>
Additional tasks	<ul> <li>assembling/dismantling the technical facilities</li> <li>loading/unloading/transporting sets, technical installations and equipment</li> <li>archiving and storing material and documents, such as scenarios, manuals, drawings, photos and lighting plans</li> </ul>	<ul> <li>efficiency of the execution of tasks</li> <li>availability for the future</li> <li>degree to which materials can be used/reused</li> </ul>
Up to date on developments in the professional field	<ul> <li>keeping up with developments in the professional field</li> <li>taking further technical training</li> <li>maintaining skills relevant to carrying out the tasks</li> </ul>	employability     improvement in technical     skills
Safety levels maintained	<ul> <li>ensuring that fire and safety regulations are met</li> <li>supervising and complying with Working Conditions Act and regulations</li> </ul>	- degree of safety in the work

#### Specialisation bonus

An assistant stage manager in scale V who, as shown in an appraisal or performance report, has developed further specialisation in a distinctive way, while reaching the maximum of this scale, may be awarded a specialisation bonus of twice 2%.

### Job Production assistant 03.07

### Position in the organisation

Under the management of Manages

directors, head of department or production manager not applicable

### Job goal

Developing and implementing production tasks.

Result areas	Core activities	Result criteria
Contribution to production plan	<ul> <li>giving input in the development of the production plan</li> <li>participating in consultations with the artistic team and making proposals for translating wishes into production requisites</li> </ul>	usefulness of input     suitability of translation of artistic wishes
Implemented production tasks	<ul> <li>implementing the production plan and activities, on the basis of the defined budget and in consultation with the manager</li> <li>pointing out problems in the realisation, bringing them to the attention of the manager and making suggestions for solutions</li> </ul>	<ul> <li>quality of implementation</li> <li>speed of action in the case of problems</li> <li>focus on providing solutions</li> </ul>
Up to date on developments in the professional field	keeping up with developments in the professional field     discussing new developments with the manager	degree to which available knowledge is up to date and complete

### Job Head of atelier (scenery, costume, wigs, make-up)

04.01

#### Position in the organisation

Under the management of directors

Manages staff of scenery, costume, wigs and make-up atelier(s)

#### Job goal

Ensuring the functioning of the atelier on the basis of artistic and business guidelines.

#### **Expected results**

Result areas	Core activities	Result criteria
Directed activities in atelier	<ul> <li>organising/coordinating the tasks and giving instructions (general and technical) to the employees in the execution of tasks</li> <li>carrying out simple and complex tasks in the personal professional field</li> <li>monitoring budgets, making adjustments where necessary</li> <li>reporting on results and progress</li> </ul>	- effectiveness of organisation - degree to which goals are realised - promptness of execution of activities - quality of execution - effectiveness of adjustments
Supported production from atelier	<ul> <li>consulting with designer(s), and artistic and production management team, about necessary atelier products</li> <li>translating this information into execution in the atelier</li> <li>drawing up a budget for the preparations and tasks to be executed in the atelier for the production, and explaining and justifying the budget to the production manager</li> <li>supervising the assembly process and making adjustments so that things work</li> <li>monitoring the execution and progress of the tasks in accordance with the budget, in collaboration with the production manager, and making adjustments where necessary</li> </ul>	<ul> <li>completeness of insight into the necessary atelier tasks</li> <li>completeness and correctness of budget</li> <li>clarity of explanation of budget</li> <li>degree to which budget is realised</li> </ul>
Available materials	managing, maintaining and administering the stock     purchasing the necessary materials, equipment and tools	<ul> <li>correctness of the administration</li> <li>promptness of availability</li> <li>reasonableness and manageability of materials, equipment and tools</li> </ul>
Management	<ul> <li>managing/steering employees</li> <li>appraising performance, instructing, coaching and motivating</li> <li>applying HR guidelines and underlying procedures</li> </ul>	<ul><li>availability of employees</li><li>employability of employees</li><li>motivation of employees</li></ul>
Insight into developments in the professional field	<ul> <li>keeping up with developments in the professional field</li> <li>discussing new developments with the directors/stage directors/choreographers</li> </ul>	degree to which available knowledge is up to date and complete

#### Pay differentiation

The head of department or working for an organisation with an annual turnover of more than around € 2 million and managing several employees and bearing partial responsibility for organisational policy, for example as a member of the management team, can be classified in or grow towards the maximum of scale IX or X.

When being placed in the new salary scale, the employee is placed in the next salary up in the new scale.

### Job Theatre/film programmer

04.02

### Position in the organisation

Under the management of directors
Manages not applicable

### Job goal

Developing and implementing programming policy and artistic profile for disseminating the artistic vision.

Result areas	Core activities	Result criteria
Programming policy	<ul> <li>exploring developments in the market, among audience groups and among competitors</li> <li>formulating a proposal for programming policy</li> <li>developing an artistic profile for the theatre</li> <li>advising the directors with regard to the programming policy to be pursued</li> </ul>	<ul> <li>degree to which policy corresponds to developments</li> <li>degree to which artistic profile suits company or theatre</li> <li>degree of acceptance as expert</li> <li>satisfaction of directors</li> </ul>
Programming	<ul> <li>prospecting and taking stock of audience, current repertoire and makers' developments</li> <li>creating the programme</li> <li>maintaining and initiating contacts with organisations/distributors</li> <li>booking performances, making agreements with distributors, etc., and concluding contracts</li> <li>weighing up costs, expected costs and proceeds</li> <li>providing information about the content of the programme to the technical department, the box office and the publicity department</li> </ul>	<ul> <li>attractiveness of the programming</li> <li>degree to which costs fit within the business operations</li> <li>quality and correctness of information</li> </ul>
Available funds	<ul> <li>raising external money from various funds to finance the programme (or parts of it)</li> <li>justifying the expenditure and reporting on it verbally and in writing</li> </ul>	powers of conviction in fundraising     amount of funds raised

### Job Artistic director's assistant

04.03

### Position in the organisation

Under the management of Manages

artistic director not applicable

#### Job goal

Coordinating and supporting the artistic tasks/activities with regard to artistic policy, repertoire, schedule and auditions

Result areas	Core activities	Result criteria
Artistic support	<ul> <li>contributing artistic expertise and making proposals for the development of the organisation</li> <li>delivering input and expertise for current and future repertoire and tours</li> <li>helping to select dancers/actors at auditions</li> <li>solving artistic and other problems that arise, executing ad hoc tasks within the parameters and reporting to the artistic director/deputy artistic director</li> <li>ensuring communication from the artistic team to the employees and performers</li> </ul>	<ul> <li>expertise</li> <li>effectiveness of communication</li> <li>quality and speed of support, and focus on solutions</li> <li>quality and correctness of reporting</li> </ul>
Schedule and timetables	<ul> <li>coordinating internal communication with regard to schedules, rehearsals and timetables to dancers/actors and other parties involved</li> <li>liaising with professionals (trainers/dance teachers, rehearsal directors, stage director's assistants, musicians, etc.) about tasks</li> </ul>	<ul> <li>promptness of provision of information</li> <li>collaboration with professionals</li> </ul>
Insight into developments in the professional field	<ul> <li>keeping up with developments in the professional field</li> <li>discussing new developments with the directors/stage directors/choreographers</li> </ul>	degree to which available knowledge is up to date and complete

# Job Music director/musician

# Position in the organisation

Under the management of Manages

stage director/choreographer/composer/rehearsal director/dance teacher/trainer not applicable

04.04

## Job goal

Accompaniment of classes/rehearsals and/or performances on the piano or other musical instrument.

Result areas	Core activities	Result criteria
Preparation	<ul> <li>translating musical wishes for existing and new productions into advice and ideas on musical support</li> <li>ensuring the correct scores and the necessary practical preparations for rehearsals and performances</li> </ul>	effectiveness of the musical support     usefulness of advice and ideas contributed
Musical accompaniment for rehearsals and classes	<ul> <li>providing musical accompaniment for actors/dancers/singers during rehearsals and/or classes</li> <li>agreeing on the musical interpretation ((tempi and volume, etc.), in consultation with the manager</li> <li>-adjusting the choice of music where necessary, in consultation with the manager</li> </ul>	<ul> <li>suitability of music</li> <li>quality of the accompaniment of the performing artists</li> <li>collaboration with the manager and the performing artists</li> </ul>
Accompaniment for performances	- providing musical accompaniment during the performance, in accordance with the agreements made	degree to which the musical accompaniment supports and reinforces the performance
Insight into developments in the professional field	<ul> <li>keeping up with developments in the professional field</li> <li>discussing new developments with the directors/stage directors</li> </ul>	degree to which available knowledge is up to date and complete

# Job Stage director's assistant

04.05

# Position in the organisation

Under the management of stage director Manages not applicable

# Job goal

Content-related and organisational support for the stage director in creating the staging of the production.

Result areas	Core activities	Result criteria
Script	- studying scripts - incorporating changes to scripts in accordance with the instructions of the stage director and dramaturge - keeping track of changes made to scripts during the rehearsal process - notifying the artistic and technical team of changes	<ul> <li>degree to which script is accurate and up-to-date</li> <li>quality of contributions</li> <li>promptness of information about changes</li> </ul>
Staging	<ul> <li>advising the stage director about the staging (design)</li> <li>keeping track of changes made to staging</li> <li>notifying the performers and the technical and team artistic of changes to the rehearsal process and/or the artistic concept</li> </ul>	promptness of provision of information     clarity of information
Advice and support of artistic concept	giving content-related support and advice to the stage director about the artistic concept and the rehearsal process	- quality of support and advice
Organisational support	- drawing up a rehearsal schedule in consultation with the production manager - supervising rehearsals and delegates, on the basis of instructions from the stage director - liaising with the marketing department about publicity requests	usefulness of rehearsal plans     correctness of supervision of rehearsals
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors/stage directors	degree to which available knowledge is up to date and complete

# Job Tour supervisor 04.06

# Position in the organisation

Under the management of

directors or planning & touring manager not applicable

Manages not applicab

# Job goal

Practical preparation, organisation and coordination of tours during the performance period of a production.

Result areas	Core activities	Result criteria
Prepared travel and overnight accommodation	<ul> <li>preparing the practical execution of tours, organising and coordinating</li> <li>drawing up travel schedules</li> <li>arranging transport and overnight accommodation, and requesting visas</li> <li>-requesting budget given the parameters and agreeing on costs</li> </ul>	- efficiency of tour - satisfaction of organisation - availability of transport and overnight accommodation possibilities - acceptance of costs
Coordinated travel and overnight accommodation during tours/performances	<ul> <li>supervising the organisation during performances in the Netherlands and international tours</li> <li>functioning as the main point of contact for performing artists</li> <li>requesting accommodation</li> <li>monitoring the financial planning</li> <li>dealing with the administration of tours</li> <li>providing in-house emergency services</li> </ul>	<ul> <li>degree to which costs are kept within budget</li> <li>degree to which proceedings run well and efficiently</li> <li>correctness of administration</li> <li>accessibility/availability for performing artists</li> <li>effectiveness of solutions</li> <li>speed and effectiveness of dealing with emergencies</li> </ul>
Other contributions	- carrying out other administrative tasks that arise	- correctness of execution
Up to date on developments in the professional field	keeping up with developments in the professional field     discussing new developments with the head of department	degree to which available knowledge is up to date and complete

# Job Trainer/dance teacher 04.07

# Position in the organisation

Under the management of

artistic coordinator and/or artistic director not applicable

Manages

# Job goal

Training dancers, and teaching and rehearsing dance productions. Monitoring technical dance quality during performances.

Result areas	Core activities	Result criteria
Contribution to selection of dancers	<ul> <li>helping to select new dancers at auditions and putting forward preferences for dancers, to assist the decision-making of the artistic director</li> </ul>	- quality of contribution to line- up (quality and quantity)
Dance classes	- giving dance classes to dancers	<ul> <li>level of technical skills of dancers</li> <li>didactic approach</li> <li>degree to which dance style(s) correspond to choreographer and/or organisation</li> </ul>
Rehearsed dance repertoire	teaching dance repertoire to dancers and any other performers     supervising/taking rehearsals of dance repertoire	- quality of performance of dance repertoire
Supervision of dancers during performances	- giving the warming-up for dancers prior to the performance - monitoring the required quality of the rehearsed dance repertoire in performance - supervising the dancers during performances	quality of performance of dance repertoire     satisfaction about supervision
Contribution to schedules and timetables	consulting with choreographer, artistic staff and/or artistic coordinator about the casts and the scheduling of classes and rehearsals     notifying dance teachers of this and hiring dance teachers	- effectiveness of timetables - feasibility of timetables
Insight into developments in the professional field	keeping up with developments in the professional field     discussing new developments with the directors/stage directors	- degree to which available knowledge is up to date and complete

# Job Wigs and make-up atelier assistant

04.08

# Position in the organisation

Under the management of Manages

head of atelier not applicable

# Job goal

Provision of wigs and make-up for rehearsals and performances.

Result areas	Core activities	Result criteria
Wigs and make-up for cast	<ul> <li>ensuring the availability of the required hairpieces and make-up for performances</li> <li>providing performing artists with hairpieces and make-up during performances and rehearsals</li> <li>assisting performing artists with wigs and make-up</li> </ul>	<ul> <li>ensuring the availability of the required hairpieces and make-up for performances</li> <li>providing performing artists with hairpieces and make-up during performances and rehearsals</li> <li>assisting performing artists with wigs and make-up</li> </ul>
Executed wigs and make-up tasks	<ul> <li>making, repairing or assembling hairpieces and make-up requisites, in accordance with the manager's guidelines</li> <li>pointing out problems in realisation, bringing them to the attention of the manager and suggesting solutions</li> </ul>	quality of execution     usefulness of suggestions for solutions
Available wigs and make-up materials	<ul> <li>maintaining hairpieces and wigs and make-up materials</li> <li>ensuring repairs to hairpieces</li> <li>administering the stock of materials</li> <li>purchasing materials in accordance with the manager's guidelines</li> <li>packing up wigs and make-up materials for transport</li> </ul>	<ul> <li>neatness of wigs and make- up materials</li> <li>correctness of administration</li> <li>suitability of stock</li> <li>correctness of transport</li> </ul>
Up to date on developments in the professional field	taking note of changes in the execution of work     maintaining skills relevant to the execution of work     archiving wigs and make-up materials in accordance with instructions	- employability - degree of flexibility in the case of changes in the execution of work

Job Dresser 04.09

# Position in the organisation

Under the management of Manages

head of costume atelier and/or head of production/production manager not applicable

# Job goal

Dressing performing artists during performances and maintaining the costumes/clothing.

Result areas	Core activities	Result criteria
Dressed cast	<ul> <li>ensuring that the required pieces of clothing are available for performances</li> <li>providing the performing artists with the costumes/clothing during performances and rehearsals</li> <li>assisting the performing artists with putting on and taking off the costumes</li> <li>removing and replacing costumes/clothing and carrying out emergency repairs during performances and rehearsals</li> <li>assisting with the wigs and make-up on tour</li> </ul>	correctness of availability     speed and efficiency in     changing costumes and/or     replacing clothing
Maintained clothing	<ul><li>washing and ironing, etc.</li><li>carrying out minor repairs</li><li>packing up clothing for transport</li></ul>	- neatness of clothing - correctness of repairs
Up to date on developments in the professional field	taking note of changes in the execution of work     maintaining skills relevant to the execution of work     archiving clothing in accordance with instructions	employability     degree of flexibility in the     case of changes in the     execution of work

# Job Box office assistant 04.10

# Position in the organisation

Under the management of Manages

directors or head of buildings management not applicable

# Job goal

Ticket sales and provision of information to audiences and potential audiences.

Result areas	Core activities	Result criteria
Tickets sold and information provided	<ul> <li>providing information in person or by telephone about the building and auditoriums, ticket availability, admission prices and performance times</li> <li>operating the booking and till systems</li> <li>issuing tickets and preparing subscriptions</li> <li>taking payments for tickets, subscriptions, products and promotional items</li> </ul>	<ul> <li>correctness of information provided</li> <li>way in which questions are answered</li> <li>correctness of issuing tickets</li> <li>speed of working</li> <li>correctness of till operation</li> </ul>
Speaking to contacts	<ul> <li>conducting telephone calls</li> <li>receiving visitors and speaking to them</li> <li>answering practical questions</li> </ul>	<ul> <li>correctness of speaking to people</li> <li>correctness of information provided</li> <li>degree of focus on service</li> </ul>
Administration	<ul> <li>ensuring there is enough information material</li> <li>reconciling the till and ensuring cash is handed over</li> <li>carrying out administrative tasks with regard to the box office and till</li> </ul>	<ul><li>availability of material</li><li>balanced data and till</li><li>traceable administration</li></ul>
Contribution to the experience	<ul> <li>answering questions about performances, theatre facilities and auditoriums, etc.</li> <li>showing the way to audience and staff</li> <li>helping to ensure orderly procedures in the foyer</li> <li>calling for help (internal/security services) if necessary</li> </ul>	- customer friendliness - promptness of intervention
Up to date on developments in the professional field	taking note of changes in the execution of work     maintaining skills relevant to the execution of work	employability     degree of flexibility in the case of changes in the execution of work

# Job Location assistant 04.11

# Position in the organisation

Under the management of

directors or head of buildings management not applicable

Manages not app

# Job goal

Supervising and informing the audience and ensuring order and security in the theatre/at the location.

Result areas	Core activities	Result criteria
Supervision of audience	<ul> <li>checking tickets and showing audience to their seats</li> <li>showing audience the way in the theatre/location</li> <li>maintaining orderly procedures in the public spaces before, during and after the performances</li> </ul>	<ul> <li>customer friendliness</li> <li>contribution to audience's positive experience of the theatre visit</li> <li>promptness of intervention</li> </ul>
Information for audience	presenting oneself as the point of contact for the audience     answering practical questions from the audience     handing out information and publicity material	<ul> <li>correctness of information</li> <li>satisfaction about information and service</li> <li>presentability</li> </ul>
Contribution in an emergency	<ul> <li>communicating with police, fire brigade and other emergency services in the case of emergency, on the instruction of the manager</li> <li>providing in-house emergency services</li> </ul>	- speed and correctness of communication
Support on location	<ul> <li>carrying out supporting tasks for resident or guest performing groups/artists, on the instruction of the manager</li> <li>carrying out light cleaning tasks</li> </ul>	tasks executed in     accordance with instructions     hygiene before, during and     after performances
Up to date on developments in the professional field	taking note of changes in the execution of work     maintaining skills relevant to the execution of work	employability     degree of flexibility in the     case of changes in the     execution of work

# Appendix 2C List of common jobs

(in alphabetical order, R = reference job)

Acquisition and hire assistant (R)

Actor (R)

Administrative assistant(R)

Archivist

Artistic director (R)

Artistic director's assistant (R) Audience services assistant

Ballet master (R)
Box office assistant (R)
Children's supervisor
Choreographer (R)
Choreographer's assistant

Chorus singer Coder Composer

Costume atelier assistant

Dancer (R)
Designer (R)
Designer's assistant
Dramaturge (R)
Dresser (R)
Education assistant

Extra

Financial administration assistant (R)

General manager (R)` General manager's assistant Head of acquisition and hire

Head of atelier (R)

Head of audience services Head of education (R)

Head of financial administration/finance (R)

Head of HR

Head of location management

Head of marketing and communication (R) Head of sponsorship and fundraising (R) Head of technical department (R)

HR adviser (R) HR assistant Location assistant (R)

Marketing and communication assistant (R)

Music director/musician/singer (R)

Office assistant

Office coordinator/manager Production assistant Production manager (R)

Prompter

Publicity/marketing assistant Rehearsal director (R) Scenery atelier assistant

Scenographer

Senior education assistant (R)

Senior office assistant

Senior production assistant (R)

Sponsorship and fundraising assistant (R)

Stage director's assistant (R)

Stage manager/assistant stage manager/theatre

technician (R) Stage technician Surtitler/subtitler

System administrator (R) Theatre/film programmer (R)

Tour supervisor (R)
Trainer/dance teacher (R)
Video master/ camera master
Wigs & make-up atelier assistant (R)

Wigs & make-up, costume, scenery atelier assistant

# Appendix 2D Appointment of combi-officers

### Article 1 Definition

Combination officers or combi-officers are employees who are appointed in whole or in part on the basis of the Impuls Brede Scholen covenant, and who carry out activities in education alongside their theatre activities. The terms combi-post and combination post are synonymous.

# Article 2 Commencing employment

- 1. In addition to the obligatory content of the written contract of employment, the details concerning name, address and registered office of the employer, the place(s) where the work is carried out and the job(s) and standard job(s) of the borrowing educational institute must be stated.
- 2. On commencement of the contract of employment, the employer and the combi-officer make agreements about the allocation of tasks and hours, resulting in a suitable pattern of work.

### Article 3 Exclusion from CAO provisions

- Insofar as it concerns the activities outside the employer's organisation, the CAO provisions relevant to
  the borrowing institute will apply instead of the provisions from the CAO for Drama and Dance, as far
  as allowances, working hours and rest periods are concerned.
   If the CAO of the borrowing institute does not offer a suitable alternative, or if the alternative cannot be
  implemented reasonably and practically, then the provisions of this CAO will remain fully applicable
  throughout the whole period of employment.
- 2. The employer and the combi-officer may submit CAO Articles to the Social Commission for Drama and Dance for exemption, either jointly or separately.

# Article 4 Termination of the contract of employment

A termination of or amendment to the subsidy or the subsidy conditions, on the basis of the Impuls Brede Scholen covenant, resulting in the lapse of the combination post, may form a reason to terminate the contract of employment.

### Article 5 Job classification

Employees who are appointed in whole or in part as a combi-officer are classified in accordance with the activities they carry out within the employer's organisation.

### Article 6 Tasks

Besides the usual performance and appraisal interviews, there is an annual meeting between the employer, the borrowing institute and the employee about the arrangement of the tasks. At this meeting, parties make agreements about the following matters at least:

- nature and scope of educational tasks;
- nature and scope of extracurricular tasks;
- availability and work schedule;
- arrangement of holiday leave;
- work discussions.

# Appendix 3 Provisional guideline for dealing with very short contracts

The guideline below is intended as a recommendation for the compensation – in accordance with Article 8.3 of this CAO – of employees in performance-related jobs who cannot earn sufficient income as a result of activities for a production that are very limited in scope and broken up in time. Depending in part on the practical experience of implementing this recommendation, it may be amended during the duration of this CAO.

The guideline is intended for situations in which rehearsal and/or performance dates of a production do not fall in a continuous contract period and whereby the activities take place on separate days and/or in clusters of a few days with gaps between them of longer periods of several days or weeks. If this is the case and the employee is only used for a few days in a week or month, the employee must receive a contract for a whole week, two weeks or a month. A higher part-time factor must be applied to these contracts. See the examples in the tables below. If work is done on only one day in a week or month, then a day contract may be given with a higher rate, as included in Article of this CAO under the definition of the term day contract.

The aim of this guideline is twofold:

- 1. To offer employees a longer contract duration than the total of the working days they are offered, in order that employees might make more use of fringe benefits.
- 2. To pay employees more hours than they actually work, in order to compensate employees (in whole or in part) for earning insufficient income and being restricted in their opportunities to take on extra work.

For situations that do not fit the recommendation below, contractual agreements must be made that correspond to the intention of this guideline: the compensation (in whole or in part) of employees for limited work, leading to limited income.

### Recommendation on the scope of week contracts

The principle is that separate working days within 1 week are included in a week contract. In two consecutive weeks, if work is done for a few days a week (e.g. 2x2 or 2x3), then these days are included in a contract for the duration of 2 weeks. The part-time factor is increased by at least 0.2 FTE to a maximum of 1 FTE. If work is done for 5 days (of 8 hours) in one week, then this is counted as a full working week of 1 FTE and the recommendation for an increase does not apply in that case.

Examples: number of (separate) working days	to be worked within	regular part-time factor on the basis of 21.75 days per month, excluding holiday and atv	RECOMMENDATION on scope of week contract
2	1 week	0.4 FTE	0.6 FTE
3	1 week	0.6 FTE	0.8 FTE
4	1 week	0.8 FTE	1 FTE

### Recommendation on the scope of month contracts

The principle is that separate days spread over 3 or 4 weeks are included in a month contract. The part-time factor is increased by at least 0.2 to 0.3 FTE to the maximum of 1 FTE. From 15 working days to a full month contract (an average of 21.75 working days of 8 hours), the recommended scope is therefore 1 FTE.

Examples: number of (separate) working days	to be worked within	regular part-time factor on the basis of 21.75 days per month, excluding holiday and atv	RECOMMENDATION on scope of month contract
6 - 7	3 or 4 weeks	0.3 FTE	0.5 FTE

8 - 9	3 or 4 weeks	0.4 FTE	0.6 FTE
10 - 11	3 or 4 weeks	0.5 FTE	0.8 FTE
12 - 13	3 or 4 weeks	0.6 FTE	0.9 FTE
14	3 or 4 weeks	0.7 FTE	1 FTE

# Appendix 4 Model job performance interview form

Position	
	manager (appraiser):
	nterview:
Explana	tion
	tion del form can be used freely as a guide. Employers can draw up their own form and use this model form as a c
	n includes all the elements that the social partners think useful for a constructive discussion of the em
erforma	ance. In order to conduct a performance interview, the manager enters the result areas and result criteri
	e's job description into the form, which will then form the basis for the performance interview. The manager r
	criterion that is relevant to the specific execution of the job by the employee. The manager and employee n
use this career h	form for making agreements about the employee's long-term employability and the accrual and/or allocation
Jaicoi II	ouis.
Agreem	ents from the last performance interview/Current state of affairs/Follow-up agreements
Result a	reas from the job description (to be filled in by manager)
Dogult c	rea
	ments made (work and result)/Points for improvement
7.9.00	The state of the s
Currer	nt state of affairs
Follow	-up agreements
Result :	rea
	ments made (work)/Points for improvement
	· · · · · · · · · · · · · · · · · · ·
Currer	nt state of affairs
- "	
	-up agreements
FOIIOW	
FOIIOW	
	rea
Result a	nrea ments made (work)/Points for improvement
Result a	ments made (work)/Points for improvement
Result a	
Agree	ments made (work)/Points for improvement  It state of affairs
Result a Agree	ments made (work)/Points for improvement
Agree	ments made (work)/Points for improvement  It state of affairs
Agree  Currer  Follow	ments made (work)/Points for improvement  It state of affairs  -up agreements
Agree  Currer  Follow	ments made (work)/Points for improvement  It state of affairs  -up agreements
Result a Agree Currer Follow Result a	ments made (work)/Points for improvement  It state of affairs  -up agreements  Irea  ments made (work)/Points for improvement
Agreel Currer Follow Result a	ments made (work)/Points for improvement  It state of affairs  -up agreements
Agreel Currer Follow Result a	ments made (work)/Points for improvement  It state of affairs  -up agreements  Irea  ments made (work)/Points for improvement

Agreements made (work)/Points for improvement	
Current state of affairs	
Follow-up agreements	
Result area	
Agreements made (work)/Points for improvement	
Current state of affairs	
Follow-up agreements	
Possible additional criterion that is relevant to the	execution of the job
(to be filled in by mana	ager)
Agreements made (work)/Points for improvement	
Current state of affairs	
Follow-up agreements	
Other subjects  Content and range of duties	
Agreements in connection with long-term emplorequirements, development within the job and the	oyability: development and expectations for the future (training organisation, development prospects in general)
Working conditions (pressure of work, working ho	urs, workstation)
Other agreements	
Additional comments:	
Employee:	
Manager:	
Signed Appraiser/manager Date:	Signed employee Date:

III.

IV.

# Appendix 5 Model appraisal system and appraisal form

# Name: Position:

Name of manager (appraiser):

Date of interview:

#### Explanation of the appraisal system

Model appraisal system and -form

### Appraisal criteria

This model form can be used freely as a guide. Employers can draw up their own form and use this model form as a checklist. The form includes all the elements that the social partners think useful for a constructive appraisal of the employee's performance. In order to make an appraisal, the manager enters the result areas and result criteria of the employee's job description into the form. The appraisal will be based on the criteria associated with the job of the employee to be appraised. The manager may add a further appraisal criterion that is relevant to the specific execution of the job.

### Weighting of appraisal criteria

This model of an appraisal system provides a simple, clear guide in which all the criteria to be appraised have an equal weighting. In practice, however, this may be different, and it is up to employers to determine their own policy. The model includes a scoring system that the manager uses to appraise performance by giving points (0-3) that correspond to a valuation (poor, fair, good, excellent).

### I. Evaluation of agreements from the previous appraisal

Result to be achieved/content of the agreement	When it is to be achieved

# II. Appraisal criteria

mini resu	ult areas and result criteria: a mum of 3 and a maximum of 6 lt areas from the job description 1 optional additional criterion.	Poor	Fair	Good	Excellent
1	(result area)	Circle the average	ge score for the w	hole result area	
	Result criteria:	0	1	2	3
2	(result area)				
	Result criteria:	0	1	2	3
3	(result area)				
	Result criteria:	0	1	2	3
4	(result area)				
	Result criteria:	0	1	2	3
5	(result area)				
	Result criteria:	0	1	2	3

		1			
6	/recult even				
6	(result area)	0	4	1	2
	Result criteria:	0	1	2	3
7	(optional)				
-	Result criteria:	0	1	2	3
		0	'	2	3
	Total number of points =	Poor	Fair	Good	Excellent
	depending number of result	1 001	I all	Good	LACGIICIIL
	areas				
	With 3 result areas	0-1	2-4	5-7	8-9
	With 4 result areas	0-2	3-6	7-9	10-12
	With 5 result areas	0-3	4-7	8-12	13-15
	With 6 result areas	0-3	5-9	10-15	16-18
	With 7 result areas	0-4	6-12	13-18	19-21
	With 7 result areas	0-5	0-12	10-10	13-21
	g conditions (pressure of work, wo	Training Hours, Hou	notationy		
lii.	. Final conclusion				
Total s	core				
Total 3	Poor	Fair	Good		Excellent
	1 001	ı alı	0000		LACCIICIT
Conclu	sion and any periodical increase a	warded			
	bolouralia any politourour morouou u				
IV	. Personal development/Ac	ditional comm	ents:		
	•				
Empl	oyee:				
Mana	ger:				
Apprais	er/manager		En	nployee, signed (as	read)
Date:			Da	te:	

# Appendix 6 Accommodation expenses

#### General

These regulations cover an allowance for accommodation expenses incurred by performing artists and performance-related staff in carrying out activities requested by the employer outside the company location, either in the Netherlands or abroad.

The amounts below are paid out as a fixed allowance – irrespective of the scope of the contract of employment -, unless agreed with the employee participation body that the allowance is to be paid - up to the maximum of the amounts below - on the basis of declaration or that certain allowances are to be compensated in kind (in whole or in part). The amounts are indexed annually on 1 August by the average percentage of the Consumer Price Index (hotels, cafés, restaurants) of the CBS ('Jaarmutatie CPI afgeleid') from January to December of the previous year, up to the maximum of the exemptions specified in the 'Handboek Loonheffingen' published by the tax authorities.

# Article 1 Explanation accommodation expenses for the Netherlands and Dutch-speaking Belgium

Breakfast allowance:

This allowance is only paid in the case of an overnight stay, whereby breakfast is not included in the accommodation bill paid by the employer or provided by the employer.

Incidental expenses:

This allowance is paid in the case of all activities carried out outside the company location.

Lunch allowance:

This allowance is paid on leaving the company location before 12.00.

Dinner allowance:

This allowance is paid on leaving the company location before 17.00 and returning to the company location after 19.30 or spending the night elsewhere.

Evening allowance for technicians:

This allowance is paid to technicians in the case of evening activities carried out after 22.00 outside the company location.

## Article 2 Explanation accommodation expenses for abroad

The amounts are paid out on a daily basis during travelling and staying abroad, unless the allowances are included in the accommodation arranged and paid for by the employer or provided by the performance location, or in other situations where it has been agreed with the employee participation body to pay certain allowances in kind (in whole or in part).

## Article 3 Schedule of amounts of allowances of accommodation expenses

Allowances	as of 1 January 2022 - last indexed 1.3.2021 -			
Components	Netherlands and Dutch- speaking Belgium			abroad
Breakfast	€	8.69	€	11.12
Incidental expenses	€	4.75	€	6.08
Lunch	€	12.57	€	16.28
Dinner	€	23.37	€	29.91
Evening for technicians	€	6.89	€	8.82

NB: The lunch component is € 2.75 euros above the tax limit, and this amount must be classed as discretionary scope or else designated as a final levy component.

# Appendix 7 Regulations for study facilities

#### General

Insofar as appropriate within the regulations of the Loopbaanfonds, under the Sociaal Fonds Podiumkunsten, employers and employees can request financial support from this fund for the implementation of the provisions below.

# Article 1 Scope

These regulations are applicable to all employees covered by this CAO, except dancers, as the Omscholing Dansers Nederland scheme is applicable to this professional group.

# Article 2 Financing

- 1. a. The costs of a course of study required by the employer and deemed necessary by the employer for carrying out a job are paid in full by the employer.
  - b. In the case of a course of study that is in the interests of the work and/or arises from the job or an expected job, 50% of the costs will be paid by the employer, if the course of study is followed with the permission of the employer. In special cases, the employer's contribution can be set at 75%.
- If the course of study as referred to in sections 1a and 1b takes place outside the employee's town of residence or the company location, the travelling expenses are reimbursed in accordance with the company's usual regulations.
- 3. The 'costs of a course of study' as referred to in sections 1 and 2 are defined as follows:
  - necessarily incurred course and tuition fees;
  - examination and diploma costs;
  - costs of acquiring set study material.
- 4. If the employer does not give permission as referred to in section 1b, the employee concerned will be notified of this in writing, including reasons.
- If employees terminate their employment with the employer within a specified period after the completion of the study, they must refund the expenses incurred by the employer to the employer. The length of this period is determined by the employer in consultation with the employee before the commencement of the study.

# Article 3 Study leave

- 1. Study leave may be granted if the lessons are held during normal working hours.
- 2. Lessons given outside normal working hours are not compensated in working hours.
- 3. Days off may be granted for examinations.

# **Appendix 8A Trainee policy**

Using trainees in performing arts productions serves several purposes.

On the one hand, it is necessary for students to put what they have learned in their training into practice. The trainee placement is therefore part of the educational curriculum. Employers take social responsibility in supervising and supporting students in a practical trainee placement. On the other hand, using trainees gives employers the opportunity to get to know the new professionals and discover their talents. The primary goal of traineeships is to learn in practice on the basis of learning goals set by the student or the educational institute. This must be the principle behind recruiting and deploying trainees. Trainees are not employees and must be supernumerary.

Besides these positive aspects for students, employers and training institutes, the social partners point out that frequent use of trainees can sometimes lead to unwanted situations. This can happen if trainees are used as cheap labour in the place of regular employees and, in particular, of recently graduated professionals. The latter group can therefore experience difficulty in gaining the necessary experience and finding sufficient work (also in the long term). The excessive use of trainees can also lead to a lower quality of supervision by the organisation, which is undesirable from an educational point of view. The employer must ensure sufficient time, space and professional capacity for supervising and training the trainee.

Employers are therefore obliged to use and continue to use recent graduates and regular employees in a balanced proportion to trainees. Employers are also obliged, in cooperation with the educational institutes, to ensure high-quality supervision and proper preconditions in the trainee agreement. See the model trainee placement agreement in this CAO.

# Appendix 8B Model trainee placement agreement for student dancers and actors

The undersigned:		
1st party to the contract:	(company)	
in :		
represented by:		
hereafter referred to as the company		
2nd party to the contract, fellow signatory in		(training facility)
represented by:		
hereafter referred to as the training facili	ty	
3rd party to the contract, fellow signatory pupil at the above training facility, hereafter referred to as <b>the trainee</b>	:	(trainee)

Declare that they have made the following agreement:

The trainee will be attached to the company for ... (period).

The company offers the trainee the following:

- only for dance trainees: a daily training or warming-up;
- the opportunity to follow rehearsals and rehearse repertoire, depending on the decision of the artistic director as 1st, 2nd or emergency cast;
- the opportunity to obtain performance experience in the theatre performances and presentations produced by the company, depending on the decision of the artistic director;
- the opportunity to follow the programme of the training facility during company days off;
- the opportunity to take auditions with other companies;
- the opportunity to attend the official presentation of diplomas of the training facility:
- the trainee receives daily allowances on performance days in accordance with the accommodation expenses allowance in this CAO and a professional expense allowance in accordance with the compensatory allowance scheme of the employer;
- travelling expenses incurred as part of the trainee placement at the request of the company will be reimbursed by the company, insofar as necessary to supplement any student discount on public transport.

Trainees agree with the company and the training facility that they will:

- be available on a full-time basis to follow lessons, rehearsals and the presentation (and attendance) of performances in accordance with the applicable company schedule;
- not perform any work for third parties outside the company during the period of the contract without the express written permission of the company:
- immediately notify the company in the event of absence, illness, injury or any other impediments which may arise;
- make an appointment with the supervisor from the training facility every two months;
- make use of public transport discount options as far as possible for travelling expenses incurred as part of the trainee placement at the request of the company. Where this is not possible, the travelling expenses will be reimbursed by the company.

The training facility agrees with the company and the trainee that it will:

- provide third party insurance for the trainee by the training facility;
- provide supervision for the trainee by a teacher on the staff during the placement period;
- maintain contact with the company and the trainee during the placement period.

This agreement can be prematurely terminated by any of the parties for pressing reasons provided a period of notice of two months is observed.

The (standing) rules of the company are applicable to this trainee placement agreement.

Made and signed in triplicate,		
(place)		
1. On behalf of the company		
2. On behalf of the training facility		
3. Trainee		

# Appendix 9A Rules of implementation for reimbursing employees' deductible for healthcare costs

#### 1. General

These regulations cover the reimbursement of the legal deductible of employees who incur healthcare costs as a result of incapacity for work and/or injuries caused by or due to all work-related activities or work-related injuries throughout which the employee continues to work. The legal deductible is defined as the annual amount set by the government as the obligatory deductible for healthcare costs.

#### 2. Conditions of reimbursement

- 1. Reimbursement of the legal deductible will apply only to employees who work for the employer on the basis of a contract of employment and are thus covered by the CAO.
- 2. Reimbursement will be made only for the healthcare costs that come under the remaining legal deductible in a certain year and which are the direct result of an injury or accident that occurred through carrying out professional duties. If such an injury/accident occurs, the employee must notify the employer of this as soon as possible. Costs within the legal deductible resulting from injuries or complaints that are not connected to carrying out professional duties or which arise outside the scope of the professional duties or during work for third parties will not be reimbursed.
- 3. If in a certain year the deductible has been paid because of healthcare costs that do not come under the aforementioned declarable costs, costs can no longer be declared on the basis of this reimbursement scheme if an industrial accident should occur later in the same year.

#### 3. Method of declaration

Declarations of the legal deductible that meet the conditions above will be dealt with at least once a year. In principle, the declarations concern the previous calendar year. If, by January, an employee has not yet received a final decision on the amount of the legal deductible (or remaining deductible) that has been paid, the costs concerned must be declared in January of the following year, unless the employer makes other arrangements for this.

Declaring costs is the individual responsibility of every employee. The legal deductible can be declared annually in January or at another time set by the employer, on the basis of a completed application form. The form must be accompanied by photocopies of invoices and a specification from the healthcare insurer of the legal deductible (or remaining legal deductible). Employees must submit the application form and the required enclosures to the employer before the set deadline. Applications will be dealt with in confidence.

#### 4. Assessment committee

The application will only be assessed by a committee comprising at least two people that has been appointed for this purpose by the employer. The tasks of this committee are to assess the applications, to determine the reimbursement amounts and to ensure payment of the reimbursement amounts. The committee will deal with all the details concerning the applications and medical treatment in strict confidentiality. The committee will announce its decisions to the applicants in writing by the month of May at the latest. Correspondence about the committee's decisions may not be entered into.

#### 5. Method of payment

Approved applications will be transferred by the employer as a regular declaration to the bank account of the employee concerned.

# Appendix 9B Model declaration form for reimbursement of the deductible for healthcare costs

### **Explanation**

Employee's name Employee's job

the legal deductible of the year concerned)

This model form can be used freely as a guide. Employers can draw up their own form and use this model form as a checklist.

The undersigned requests the reimbursement of the following medical costs:

Date employee commenced employment	
Deductible	
Year	
i eai	
Total of legal deductible	
Request to reimburse deductible (the sum of the treatments below to a maximum	of

Treatments		
Type of treatment	Costs of deductible incurred	Date
Total costs of deductible		

The following documents must be submitted along with this application form: declaration form / specifications from healthcare insurer and copies of the relevant invoices (if available). If these documents are not enclosed in full, no reimbursement will take place.

The undersigned hereby declares that this application form has been completed truthfully.

Place, date

Signature

# Appendix 10 Procedures for the Social Commission CAO for Drama and Dance

## Article 1 Tasks, composition and secretary of the Commission

- 1. In order to promote correct and clear interpretation and application of this CAO, the social partners Kunstenbond and NAPK are founding a Social Commission CAO for Drama and Dance (hereinafter the Commission). The Commission comprises four members and four deputy members, of which two members and two deputy members are appointed by NAPK and two members and two deputy members by Kunstenbond. The Commission elects a chair from it ranks, preferably in such a way that this post is occupied in turn by each of the social partners. If required, the Commission can be temporarily expanded by an independent chair.
- 2. The tasks of the Social Commission are:
  - a. Giving a viewpoint/decision or advice to an employer/employers, an employee/employees, social partners or other parties concerned regarding the definition and/or application of the provisions in this CAO:
  - b. At the request of an employer of employers, dealing with requests for exemption from provisions in this CAO, see Article 4 of this Appendix;
  - c. Giving weighty advice to employer(s) or employee(s) in the case of disputes about the definition and/or application of this CAO. At the request of parties concerned the advice may be considered as binding.
- The secretary of the Commission is located at NAPK, e-mail info@napk.nl.

# Article 2 Procedure for submitting an appeal

- 1. A request for a viewpoint/decision, exemption or (binding) advice about the interpretation and/or application of this CAO may be submitted by employers, employees, CAO parties and other parties concerned at any time by e-mail to the secretary of the Commission, via info@napk.nl;
- 2. A request as referred to in section 1 will only be dealt with after the request has been submitted with reasons in writing via e-mail. A request for advice must state:
  - full name and address of the opposite party/parties;
  - which Article(s) of the CAO pertain to the request;
  - the facts and circumstances that have led to the dispute, and the conclusion that should be drawn from this in the opinion of the claimant;
  - signature of the claimant and date.
- 3. The secretary will send the appeal and any appendices within 14 days of receipt to the members and deputy members of the Commission, and in the case of a dispute also to the opposite party.
- 4. The opposite party is given the opportunity to submit a written defence to the Commission by sending it to the secretary, within 21 days of the secretary sending the appeal and any appendices. The secretary immediately sends on the written defence and any appendices to the Commission.
- 5. The secretary will send a copy of the written defence within 14 days of receipt to the members and deputy members of the Commission, and to the claimant.

### Article 3 Procedure for dealing with an appeal

- 1. The period during the date of the deadline for submitting the written defence and the date it will be dealt with by the Commission will be at least 21 days.
- 2. The Commission will deal with the case preferably within two months, but at the latest within four months of submission of the appeal by the secretary. Exemption may be granted under restrictions; conditions and/or regulations may be applied.

- 3. If the Commission sees a reason to do so on the grounds of the appeal and/or written defence, it can request parties for additional written reactions and/or information. In each case, the Commission sets the deadline for receipt of these documents by the secretary. If further reactions and/or information are requested, the case will be dealt with by the Commission preferably within four months, but at the latest within six months of the appeal being submitted to the secretary.
- 4. If the Commission sees a reason to do so, it can summon parties, witnesses or experts to give further information. Such a summons takes place at least 14 days before the case is dealt with.
- 5. The Commission takes a decision by majority vote and determines its binding advice outside the presence of parties to the dispute.
- 6. The Commission determines what costs are to be charged to which party. If the costs are charged to the employee (in whole or in part), the employer is entitled to deduct this sum from the salary owed to the employee by the employer, in compliance with the legal provisions and with the obligation to pay the amount owed to the Commission within one week of the deduction. The parties' costs do not include the costs of any legal aid.
- 7. The advice is drawn up in writing, giving reasons. A copy of the advice signed by the chair and the secretary is sent to each of the parties and to all members and deputy members of the Commission within the set term (four or six months).
- 8. Due to the importance of the advice for the CAO and for collective bargaining, the Commission may decide to send the anonymised advice to the Social Partners. Parties to the dispute will be notified of this.

# Article 4 Exemption regulations

- At the request of the employer(s) covered by the scope of this CAO, the Committee can grant exemption
  from the application of the CAO or its provisions. CAO parties hereby implement the recommendation of
  the Stichting van de Arbeid to preferably regulate the exemption from a sector CAO independently and
  transparently.
- 2. A request for exemption from the application of the CAO or its provisions must be submitted in writing, giving reasons, to the Committee secretary by e-mail <a href="mailto:info@napk.nl">info@napk.nl</a>. The Committee is authorised to decide on an exemption request on behalf of CAO parties.
- 3. A request for exemption must contain at least the following:
  - full name and address of the applicant(s);
  - the CAO provision(s) to which the request pertains;
  - reasons for the request;
  - signature(s) of applicant(s) and date.
- 4. Exemption from this CAO or its provisions may be granted if the situation of the applicant(s) differs from the usual situation in the sector or one of its segments (temporarily or permanently) to such an extent that the employer(s) cannot reasonably be required to fully apply the CAO or its provisions.
- 5. On request, the applicant will provide details and documents, or additional details and documents necessary for assessing the request, within the stipulated term. A request is dealt with when the information provided is sufficient for assessing the request.
- 6. Within two months of the date of receipt of the complete dossier of the request for exemption, the Committee will give a decision in writing, with reasons. If necessary, the decision term of two months may be extended by a maximum of one month.
- 7. The Committee secretary will send the written decision to the applicant as soon as possible.

8. Exemption will be granted for the duration of the CAO at the most and may be granted with restrictions; i.e. conditions and/or regulations may be attached to the exemption. If a new CAO is applicable, applicants may submit a new request for exemption, if they wish.

## Article 5 Procedural costs

NAPK and Kunstenbond will make further agreements about the costs of the Commission and the secretary regarding the execution of the Commission's tasks.

# **INDEX**

abroad		death	
activities abroad	18	payment in the event of	16
working hours and rest periods	19	employability	25
accommodation expenses	83	long-term	26
activities outside the company location 17	', 19	employee participation body	8
allowances		employees	
agency staff	31	refresher courses	26
allowance		employer	
appearing as an extra	24	legal liability	29
for accommodation expenses		employment	
for activities outside the company location		description	11
legal healthcare insurance excess		giving notice	
legal transition		termination	13
meal		end of year bonus	15
professional expenses		entitlement	13
appendices	32	fee	
application of job and salary matrix	14	traineeship	31
	, 21	fee for cooperation on recordings	23
audiovisual recordings	, 21	generation scheme	24
cooperation	22	holiday and atv days	21
	22 17	•	15
availability per season	17	holiday bonus	28
bonus	15	incapacity for work	
end of year		accumulation of holiday leave	
holiday		permission to dismiss	
breaks	16	salary during	
CAO	40	instant dismissal	13
duration		job matrix	36
evaluation		leave	
interim changes in socio-economic relation		unpaid	25
minimum		legal liability	
publication		employer	
scope and character	10	legal transition allowance	27
career		long-term employability	
budget	25	long-term unpaid leave	25
management	25	night shifts	
career policy	25	long-term unpaid leave	25
combi-officers	78	lunch break	17
compensation		medical examination	
commuting expenses	24	during employment	13
confidentiality	28	prior to commencing employment	
continued payment of wages	15	minimum CAO	10
	, 11	minimum wage	16
continued payment of wages	•	•	
definite period		model job performance interview form	79
term of notice		mores.online	6, 28
termination		night shifts	24
trial period		non-statutory income support	27
dancers	1 1	Omscholing Dans Nederland	
	30	premium developments	
omscholingsregeling	30 30	omscholing dansers	30
dancers retraining scheme		on call contract	12
days off	20	outsourcing	29
for study	∀4	pension	

scheme30	social plan
supplement to WW27	continuation of pension accrual27
performance free weeks for actors 18	employee's obligations27
professional expenses 22	financial contribution towards mobility or
property 28	retraining28
publicity	general26
cooperation on22	non-statutory income support27
reference jobs 37	target group27
descriptions38	
reimbursement	study
declaration model deductible healthcare costs	s 89 leave26
legal deductible health insurance88	refresher courses for employees26
professional expenses22	
union contribution23	term of notice 13
rest periods 18	tong-term employability
salary	generation scheme24
development15	
during incapacity for work15	
for a daily contract14	policy85
increment14	traineeship fee 31
job matrix13	trial period 13
payment in the event of death16	
salary matrix	union contribution 23
202034	work schedules announcement 16
202135	working for third parties 28
Dutch National Ballet dancers33	
schedules	working hours and rest periods
announcement16	abroad19
self-employed individual (zzp'er) 88	for other personnel20
Sociaal Fonds Podiumkunsten	for performing artists18
loopbaanfonds scheme31	general16
sociaal fonds schemes31	in the Netherlands19
social commission CAO for theatre and dance	of performance-related personnel18
general31	outsourcing29
procedural costs92	WW
procedure for dealing with an appeal90	supplement27
procedure for submitting an appeal90	
procedures90	
tasks, composition and secretary90	