

## **Dear members,**

Last week, the employer and employee representatives agreed on a new two-year Dance collective agreement.

### **Process**

The negotiation process was full of highs and lows, fast progress and stagnation. It was an exciting process which ultimately took a lot longer than we had anticipated.

### **Focus**

This year, we emphatically focused on the **dancers' work and rest hours**. We thought our suggestions were more than reasonable and that employers would have no qualms accepting them. We were proven wrong, however.

### **Dancers' work and rest hours**

Dance is an elite sport and therefore, it is vital to agree on better work hours and, especially, better rest hours. One group of dancers from the BIS companies, united in the Dancers Council, came up with suggestions for improvement. One of the main suggestions was **a minimum of 12 hours of rest** between two successive shifts, rather than the current 11 hours of rest. That is one hour of rest more than stipulated by the current collective agreement (in accordance with the minimum statutory rest hours). For some professions, such a short period of rest may be sufficient, but for the physically demanding profession of dancer, such a short rest period takes a heavy toll, especially when such short rest periods occur several times a week.

Despite the fact that the employers appreciated our suggestion, they **pertinently did not want to include it in the collective agreement** as a mandatory regulation. In the preamble, employers are asked to comply with the 12-hour rest period to the greatest possible extent but unfortunately, this is unenforceable.

Perhaps we wanted too much too soon. We did tell the employers that the subject of work and rest hours *will* again be tabled during the next negotiations.

### **Employee satisfaction survey**

Another unsuccessful item was our proposal to conduct an employee satisfaction survey in the sector. Employers had a lot of objections to such a survey on a sector level. They think this survey can be initiated by individual employers when they think it is necessary. As far as they are concerned, sharing the results with employer and employee representatives is not an option. They also think that such a survey is, in fact, old-fashioned and outmoded and that it could raise unjustified expectations among employees. And on a closing note, various companies are said to have issues right now which could wrongfully affect the results of an employee satisfaction survey to an excessive degree (it would be too much of a snapshot in time).

Let it be clear that we have a completely different opinion about this and that is why the Kunstenbond (the trade union for artists) considers holding a digital survey in the sector itself, perhaps in collaboration with third parties. We will come back to this in the spring.

**We have agreed on the following:**

- **A term of two (2) years**, from 01 January 2020 until 31 December 2021
- **Wage change:** a total of 5.75% over a two-year period
  - 1.5% with effect from 01 January 2020**
  - 1.5% with effect from 01 July 2020**
  - 1.5% with effect from 01 January 2021**
  - 1.25% with effect from 01 July 2021**
- **An increase in the fee surcharge for freelancers** of at least 30% **to at least 40%**.
- The introduction of a **night shift allowance: 50%** for every hour worked between 01:00 and 07:00.
- **No obligation** to work **night shifts** for employees with less than seven (7) years to go until state pension age.
- **An expansion of the generation scheme (80-90-100)** to all employment contracts, regardless of the scope.
- **The introduction** of long-term unpaid leave, or **sabbatical leave**
- **An increase in the trainee allowance from €300 to €350.**
- The introduction of a **commuting allowance** (to be specified by each company).
- The introduction of a **fee for extras** of €25 per performance
- The introduction of the **provision of a meal or a meal allowance:** €9.50 on a reimbursement basis.
- **A restriction on an extension of working hours for dancers:** a maximum of up to 1,800 hours per year instead of up to 1,920 hours (Article 21.2)
- **A restriction on the reduction of rest periods for dancers during final rehearsals:** a maximum of twice per season and a minimum of ten (10) hours instead of a minimum of eight (8) hours (Article 24.1)
- **Discontinuation of the divergence of weekly consecutive rest times of 36 hours for dancers** (Article 24.2)
- **An extension of the daily rest hours for dancers**, to be agreed on in writing for each company: as a rule, more than 11 hours (24.1a)
- **Timetable for activities minor part-time contracts** (>60% of the full working hours) the employer is obliged to indicate on which days and times he wants to make use of the employee's services at least six (6) weeks prior to the activities.
- An adjustment of the **period from 24 months to 36 months**, in accordance with the Balanced Labour Market Act [Wet arbeidsmarkt in balans (WAB)], which will be implemented on 01 January 2020.
- Activities abroad: employers can make **diverging agreements about work and rest hours only with the consent** of the participation body.
- Employees will have a **right to be informed** when it concerns **cooperation in publicity and audio and visual registrations**.
- Include a provision regarding the policy aimed at preventing **undesirable behaviour** and the **Mores** reporting centre (online).
- **The distribution of contributions Stichting Omscholingsregeling Dansers Nederland (ODN)** as at 2021 **has, in principle, been laid down.**
- In principle, the **distribution of contributions Sociaal Fonds Podiumkunsten** has been laid down if the requirements set by the employer and employee representatives regarding efficiency and effectiveness of the implementing body have been met. During the past few

years, employees (temporarily) did not pay any contribution to the social fund. In the past, they paid a contribution of 0.1%. **The new contribution for employees will be 0.15%** and 0.15% for employers. Employers currently pay 0.4% into the career scheme and in the short term, they will pay 0.5%. Employer and employee representatives intend to lay down the Sociaalfonds voor de Podiumkunsten in a separate collective agreement.

On a closing note, agreements were made about **improving the provision of information and monitoring regarding compliance with the collective agreement**. At times, it is a matter of ignorance of the collective agreement rules, at other times, the rules are applied incorrectly. So as to prevent employees from being negatively affected by this, employer and employee representatives will ask employers to pay attention to compliance with the collective agreement. The Kunstenbond would very much appreciate an active stance by employees. In other words, if you feel the collective agreement is applied incorrectly, let us know.

The Dance collective agreement will again be presented to the Ministry of Social Affairs and Employment for a mandatory declaration so that the collective agreement is mandatory for the entire stage and dance sector. The same applies to the PFZW pension scheme.

We will present the draft agreement to you, along with a positive recommendation.

Kind regards,

Pepijn ten Kate and fellow negotiators,  
Sarah Reynolds, Loek Peters, Joost Giesken and Leo van der Zijden