

2025/2026 Collective Labour Agreement for Arts Education

The Collective Labour Agreement for Arts Education is valid from 1 January 2025 to 31 March 2026.

Parties to the Collective Labour Agreement for Arts Education

Employers' organisation

For questions on the interpretation/application of the CLA, organised employers can contact "Cultuurconnectie", the sector association for cultural education, amateur art and adult education work Utrecht, telephone +31(0)30 230 37 40.

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The parties' addresses are included in the list of relevant addresses at the back of this CLA booklet.

The 2025/2026 Collective Labour Agreement for Arts

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The core provisions are highlighted in yellow in this CLA.

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Foreword

This document is the Collective Labour Agreement (CLA) for Arts Education, which is valid from 1 January 2025 to 31 March 2026. This CLA applies to directly or indirectly subsidised organisations under private law that carry out activities in the field of arts education, including dance and theatre schools.

In a time when people impose so many obligations on themselves and expect so much from themselves, moments of reflection are of great value. When children, young people and adults are given experiences through arts education, this means more collaboration, reflection and contemplation for their further development. This is a big advantage and is invaluable for the future. Thousands of Arts Education workers are ready to play their part in this.

In the Arts Education sector, diversity and inclusion are important principles. Every arts education organisation aims for a work environment where all aspects of inclusion and diversity are embraced and celebrated. This means providing a place for employees and for pupils and their parents where there is recognition of and respect for different backgrounds, with regard to culture, religion and gender diversity, for example.

The Arts Education sector is fully aware of its social responsibility regarding access to Arts Education for everyone. It also contributes to many social tasks within the social domain, special education and healthcare.

Socially safe work environment

Employers actively work on creating a safe work environment for all their workers. It is important that everyone in the organisation is able to speak out, and dares to do so, when necessary, in a respectful way, when talking to managers and to one another. In creating a safe work environment, employers are aware of the duty of care as set out in the Dutch Occupational Health and Safety Act, including the updating of the RI&E, the appointment of a confidential advisor and the implementation of a whistleblowers' scheme.

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Preamble

The undersigned:

I the employers' organisation "Cultuurconnectie"

And

II the employees' organisations

1. AVV
2. Kunstenbond

hereinafter referred to as 'social partners', have entered into a collective labour agreement, hereinafter referred to as 'the CLA'.

Protocol agreements

1. Sustainable employability and vitality policy

Sustainable employability and vitality policy are important. Even or especially in a dynamic sector like Arts Education with a lot of flexibility and multiple small employment relationships or commissions. For sustainable employability, the themes of health & vitality, job satisfaction and continued development are seen as the most important themes arising from the sector analysis. The interpretation of these themes will be the subject of discussion between the employer and staff representative body/works council. Employees will be closely involved in this and sufficient attention, time and budget will be set aside to implement this plan.

2. Pension scheme

When social partners have more insight into the sustainable future of cultural education in the Netherlands and when it is firmly anchored (in law), social partners will discuss the further implementation of the study into the suitability of the current pension scheme and into a future-proof pension scheme.

3. Diversity and inclusion

The pursuit of inclusion and diversity is applied within several levels of the organisation; in recruitment and selection procedures, in the accessibility of workplaces and in the range of education programmes. In Chapter 6 of this CLA, Career policy, training and development, not only have the title and introduction been amended, but Article 6.1 has also been changed and expanded.

In the sector, a wide range of courses is presented with educational opportunities for people with various forms of disability (mental, physical or visual). This inclusive approach requires attention and care, and all team members must receive equal opportunities to develop within it and to contribute to shared success.

The sector also contributes to many social tasks within the social domain, special education and healthcare. This is, of course, an important responsibility, but social partners see that it also involves new challenges for employees. Social partners want to provide support for this. During the term of the CLA, social partners will do so through the OAK, by retrieving appealing examples and sharing them on the website, in order to inspire the facilitation and support of employees in their guidance of various target groups.

Social partners think it is important that jobs for people who have difficulties accessing the labour market will again be realised in the sector during the term of this CLA (participation jobs), and will check this growth regularly.

4. Workload and scheduling

Social partners will elaborate on the issue of workload and scheduling of employees. It has been agreed to facilitate employees in determining work and hours required by elaborating on the protocol provision.

- Approach: during the previous CLA period, social partners analysed the bottlenecks in the area of work pressure and scheduling from employees and employers. The follow-up step is to hold a joint conversation that will lead to practical solutions and tips.
- Purpose: tool that facilitates employees and employers to engage in conversation.

5. Joint lobby

The parties to the CLA are building on the lobbying steps taken earlier and are starting a joint working group for the further development of the lobby. This involves a central effort to anchor the right to arts education in law. At a decentralised level, social partners work together to create greater urgency among municipalities and provinces for the need for balanced policies with appropriate resources..

6. 'Green job'

Social partners are jointly committed to the right to a 'green job'. This means making the sector more sustainable and a green organisation.

- Approach: a working group has been set up by employers and employees to investigate the areas in which entrepreneurs can become more sustainable.
- Purpose: an approach to making cultural institutions more sustainable.

7. Social responsibility

The Arts Education sector is fully aware of its social responsibility regarding access to Arts Education for **everyone**. Parties are convinced that they as a sector can set an example in the representation and recognition of different backgrounds, with regard to culture, religion and gender diversity, for example. They also aim to reflect this in recruitment and selection procedures, accessibility of workplaces and contributing to a general feeling of social safety and community within the team.

8. Evaluation of measures regarding social safety

In the 2024 Collective Labour Agreement for Arts Education, social partners included new regulations on complaints and confidential advisors. Towards the end of the duration of the CLA, these measures regarding social safety will be evaluated.

9. Inquiry into growth in salary scales

Social partners will set up an inquiry into the growth in the salary scales. The inquiry will look at:

- How many steps are required for growth in the scale
- What the required size of the steps should be
- Ways of attaining the new situation

Chapter 1 - General provisions

Article 1:1 - Definitions

1. In this CLA, the following terms shall have the following meanings:

- a. **Employment contract:** a contract as referred to in Article 610 of Book 7 of the Dutch Civil Code.
- b. **Vacant.**
- c. **Compartment:** a collection of employment contracts the job descriptions and activities of which are identical or almost identical and based on which a redundancy scheme is designed.
- d. **Contractual working hours:** the scope of employment as agreed in the employment contract and expressed as a percentage of the scope of a full-time job.
- e. **Course year:** the school or course year as used by the organisation for administrative purposes.
- f. **Secondment:** a written agreement in which two (or more) employers and an employee agree to have the employee in question temporarily perform his job in the service of one employer with the other employer.
- g. **Job description:** a description of all duties performed by the employee, relevant to the classification of the job, corresponding to the work actually performed and reasonably corresponding to the purpose of the job.
- h. **Institution/organisation:** a legal entity under private law with full legal capacity that complies with the provisions of Article 1:2(1) 1 of this CLA.
- i. **Annual timetable:** the timetable in which the employer determines at the beginning of the course year at which times the employee performs which duties and activities of the annual job load.
- j. **Annual job load:** all the duties and activities of an employee in a course year, performed within the set workload, including lesson preparation time and training.
- k. **Core job:** a job as defined and listed in Appendix 3.
- l. **Arts education:** providing lessons, courses and/or projects in the field of audiovisual, visual, dance, drama, literary or musical education and/or carrying out support function activities in this field.
- m. **Teaching:** actually conducting classes and/or courses in one or more disciplines of arts education.
- n. **Non-core job:** a job that, in view of an employee's job description for his main duties, does not generally fit into one of the core jobs defined in Appendix 3.
- o. **Teaching staff:** in addition to teachers, this includes consultants, dance instrumental supervisors, teaching assistants and support function assistants.
- p. **Overleg Arbeidsvoorwaarden Kunsteducatie (OAK):** the consultative body comprised of the employers' and employees' organisations that are parties to the Collective Labour Agreement for Arts Education. This consultative body consists of representatives of the parties involved in the CLA.
- q. **Suitable job** (the definition of suitable job is based on the Eligibility for Permanent Incapacity Benefit (Restrictions) Act (*Wet verbetering poortwachter*) at the time the text of the CLA was adopted): a job that can reasonably be assigned to the employee, taking into account, among other things, his employment history, education, personal characteristics, salary level, state of health, and what the employee is still capable of doing, with a commuting time of - as a rule - a maximum of two hours a day. The longer the period of incapacity for work lasts, the more the employee can be expected to adopt a broader attitude if rehabilitation into the stipulated work is no longer an option. The period after which this is the case should be assessed according to the specific circumstances of the case.
- r. **Periodic:** an increase in salary by 1 line number within the salary scale.
- s. **Line number:** a number appearing in the salary tables as set out in Appendix 2.
- t. **Domestic partner:**
 - A registered partner within the meaning of the Partnership Registration Act (Bulletin of Acts and Decrees 1997, 324).
 - A person, not a first-degree or second-degree relative, with whom the employee lives at the same address and runs a joint household, as evidenced by a notarial deed or a declaration signed by both partners and submitted to the employer.
- u. **Salary:** the gross monthly amount applicable to the employee in accordance with a line number of the salary scale applicable to his position.
- v. Deleted
- w. **Training effort:** the agreements on training as referred to in Article 6:1(1) as agreed between the employer and the employee in the performance appraisal interview.
- x. **Support function:**

- Carrying out activities aimed at developing and renewing policy and implementation as well as quality improvement of activities in the field of arts education; and/or
 - Carrying out activities aimed at cooperation or integration of arts education activities with other care, education or recreation activities (e.g. in primary education).
- y. **Study hours:** hours required for study, other than hours for attending classes or meetings. Study hours are considered working hours if the relevant course is attended at the request of the employer and to the extent the study load is stated in the course curriculum.
- z. **Hourly wage:** the gross monthly salary for a full-time job times 12, times 1.08 (holiday allowance), divided by 1872 (the number of hours of the full-time job). NB: The employee accrues holiday leave days even under a fixed-term employment contract. If the employee is unable to take the holiday leave days, they should be paid separately at the hourly rate.
- aa. **Trade union(s):** the employees' organisations involved in this CLA
- bb. **Full-time job:** a job that requires the employee to work 1872 hours per year.
- cc. **Employer:** an organisation as referred to in Article 1:2(1) of this CLA.
- dd. **Employee:** the person, other than a statutory director, who is employed under an employment contract with an employer based on this CLA with an organisation as referred to in Article 1:2(1) of this CLA.
- ee. **Organic decline:** reduced employment (vacancy) of a teacher due to fewer students showing an interest in an activity offered by the teacher in question.
2. Where this CLA refers to a male employee, it means everyone regardless of gender identity.

Article 1:2 – Scope and character of the CLA

1. The Collective Labour Agreement for Arts Education applies to directly or indirectly subsidised bodies incorporated under private law that carry out activities in the field of arts education, including dance schools, youth theatre schools and circus schools.
2. Directly subsidised means that the organisation uses subsidies that are provided directly to the organisation. Indirectly subsidised means that the organisation provides services to another organisation or person who receives a subsidy for these activities.
3. Arrangements that deviate from the CLA may be made for the benefit of individual employees. Any agreements in the employment contract that deviate from the CLA in a negative sense for employees are null and void.
4. At the request of an employer, OAK may, subject to the provisions of Article 1:5, grant dispensation from one or more provisions of this CLA.
5. The Collective Labour Agreement for Arts Education is registered with the Ministry of Social Affairs and Employment.

Article 1:3 - Appendices

Appendices referred to in this CLA are inextricably linked to this CLA.

Article 1:4 - Stichting Overleg Arbeidsvoorwaarden Kunsteducatie (OAK)

1. There shall be a *Stichting Overleg Arbeidsvoorwaarden Kunsteducatie* (Foundation for Consultation on Employment Conditions in Arts Education, hereinafter referred to as the "OAK") and it shall have its registered office in Utrecht.
2. The Articles and any regulations of the OAK form part of this CLA.
3. For the powers and responsibilities of the OAK, please refer to Chapter 12 of this CLA.

Article 1:5 - Dispensation from the Collective Labour Agreement for Arts Education

1. On behalf of social partners, the OAK is authorised to grant an employer dispensation from (the provisions of) the Collective Labour Agreement for Arts Education if, for weighty reasons, application of (the provisions of) the CLA cannot reasonably be demanded of the employer and if, in the opinion of the OAK, the employment conditions for the employees are sufficiently guaranteed and the employment conditions do not generally confer lesser entitlements on those employees than would result from application of the Collective Labour Agreement for Arts Education. For example, if the Collective Terms and Conditions of Employment and Implementation Agreement (*Collectieve Arbeidsvoorwaardenregeling en de Uitvoeringsovereenkomst*, CAR-UWO) applies to all or some of the employees.
2. A request for dispensation should be submitted in writing to the OAK. The employer's request shall be accompanied by the consent of the works council or staff representative body and, in the absence thereof, of the relevant employees' organisations, and shall in any case also include the name, address and signature of the person making the request, accurate description of the special circumstances, the scope of the dispensation request and the underlying reasoning. At the OAK's request, the employer shall provide (additional) information and documents necessary for the evaluation of the request by the OAK.
3. The OAK may, if it deems necessary, invite the employer to clarify the request.
4. If the employer is also covered by the scope of another CLA, the OAK shall consult with parties to that other CLA before deciding on the request for dispensation.
5. Within 2 months of receiving all relevant documents, the employer will receive a written reasoned decision from the OAK.
6. Dispensation from the Collective Labour Agreement for Arts Education is always for the term of the applicable Collective Labour Agreement for Arts Education. If a new CLA becomes applicable, the person making the request should submit a new request for dispensation.

Article 1:6 - Equal status of domestic partner

1. The provisions of this CLA applicable to married employees shall apply mutatis mutandis to employees with a domestic partner, unless legally or expressly excluded or restricted in certain articles of this CLA.
2. A condition for the application of this article is that the employer has a copy of the partnership registration referred to in Article 1:1(t) or the written declaration referred to there.

Article 1:7 - Provision of the CLA

1. This CLA can be accessed and downloaded by anyone from the internet sites of social partners.
2. The employer shall ensure that a copy of this CLA and any subsequently agreed amendments thereto are available for inspection in a place within the organisation accessible to every employee and shall provide employees with a printout of the text of this CLA upon request.

Chapter 2 - Employment contract

Clear and transparent agreements on your contract

Article 2:1 - Conclusion and amendment of the employment contract

1. The employment contract between the employer and the employee is entered into and amended in writing.
2. The employee will be appointed to a position, the job description of which will be annexed to the employment contract. The job is assessed in accordance with the grading system adopted by the parties to the CLA, as included in Appendices 2 and 3 to this CLA.
3. The employer prepares the employment contract in duplicate and hands both copies signed by the employer to the employee within two weeks of the employer and employee agreeing on the employment relationship.
4. The employee will hand over a copy of the employment contract signed by the employee to the employer within two weeks of receipt. If the employee does not agree with the provisions of the employment contract, the employee will give written notice to the employer with reasons within two weeks of receipt.
5. Any amendments to the employment contract shall be recorded in writing in an appendix to the employment contract. The provisions of paragraphs 3 and 4 shall equally apply here.

Article 2:2 - Nature and term of the employment contract

1. An employment contract is entered into:
 - a. for an indefinite period (open-ended employment contract);
 - b. for a definite period (fixed-term employment contract);
2. Given the nature of the Arts Education sector with a strong dependency on and uncertainty of funding when it comes to subsidy awards from municipalities, a highly fluctuating number of students, and project-based services, and if and insofar as these circumstances cannot be accommodated within the existing capacity of employees with open-ended employment contracts, 6 fixed-term employment contracts can be concluded within a maximum period of 36 months, succeeding each other with an interruption of no more than 6 months, and only for employees holding the position of 'teacher', 'project leader', 'project assistant' or 'project team member'.
3. In case of one fixed-term employment contract, the maximum duration of this employment contract is 48 months. In the case of a chain of employment contracts, the arrangements in paragraphs 2, 4 and 5 apply.
4. If the employment contract referred to in paragraph 3 is entered into for a period of 36 months or more and another employment contract is entered into within 6 months of the termination of that employment contract, the latter employment contract shall be deemed to have been entered into for an indefinite period.
5. Employees who, after reaching state pension age, enter into a fixed-term employment contract with the employer will be subject to the provisions of Article 668a(12) of Book 7 of the Dutch Civil Code. This means that a maximum of six consecutive temporary employment contracts can be entered into with the employee who has reached state pension age in a 48-month period. The maximum interval between temporary employment contracts may not exceed 6 months.

Article 2:3 – Secondment

1. An employee may be seconded to a third party (hirer) at his own request or with his own consent for a fixed period of time. The employment contract with the current employer will continue during that period. The hirer may take over rights and obligations from the employer who seconded the employee, if the employee agrees.
2. A written secondment agreement is entered into between the employers and the employee. The employee will receive a copy.
3. If the employee has to travel longer compared to the existing situation, this additional travel time is counted as working time.
4. In case of secondment as a result of 'organic decline', i.e. reduced employment (vacancy) of a teacher due to fewer students showing an interest in an activity offered by the teacher in question, the employer may make a reasonable and appropriate secondment proposal to that teacher, whereby the teacher is seconded for all or part of the hours of vacancy to a fellow organisation

within a travel distance of 45 minutes. In case of secondment with a simultaneous shortage of hours, the secondment will have a suspensive effect on the time of dismissal or forced reduction in working hours. Paragraphs 1 to 3 of this article shall apply mutatis mutandis.

Article 2:4 – Temporary agency workers and payrollers

The hiring employer must ensure, in a demonstrable manner and in writing, that the chosen temporary employment agency/payroll company or other third party complies with the obligations of this CLA.

Article 2:5 – Certificate of conduct

Regardless of the legal status based on which the worker is employed, a worker is required to submit a recent, original certificate of good conduct, if requested, before starting work. The organisation will reimburse the cost of the certificate. If the certificate cannot be issued because of a relevant objection to the performance of the work, this constitutes a resolute condition for the contract entered into.

Chapter 3 - Termination of the employment contract

Rules and agreements on leaving service

Article 3:1 – Termination and notice

1. The employment contract ends:
 - a. By mutual agreement at the time agreed between the employer and the employee.
 - b. By the expiry of the term for which the fixed-term employment contract was entered into.
 - c. By notice given by employee in the manner referred to in paragraph 2 and subject to the statutory notice period.
 - d. Upon unilateral termination by the employer or the employee during the probationary period as referred to in Article 676 of Book 7 of the Dutch Civil Code.
 - e. By termination for urgent reasons for the employer or the employee according to the provisions of Articles 677 ff. of Book 7 of the Dutch Civil Code.
 - f. On the first day on which the employee becomes entitled to state pension, unless the employer and the employee agree on an earlier or later termination date well before the retirement date.
 - g. By the death of the employee.
 - h. By the court setting aside the employment contract at the request of the employer or the employee.
2. Notice of termination shall be given in writing, stating reasons, and the notice period shall commence on the first day of the calendar month following the day on which notice was given.
3. Notice of termination by the employer on grounds of incapacity for work due to illness can only be given after the incapacity for work has lasted for two years (104 weeks).
4. The employer may reduce the contractual working hours by a dismissal for the total number of hours, at the same time offering an employment contract for fewer hours, with the same conditions.
5. The dismissal procedure under Article 13B can only start after long-term vacancy (organic decline) for more than six months. During these six months, the employer and the employee will have a joint responsibility:
 - a. the employer seeks and offers suitable work;
 - b. the employee invests in broad employability.

Article 3:2 - Death benefit

1. On the death of the employee, the employer awards a lump-sum benefit amounting to the salary and holiday allowance for 3 months from the day after the death. This benefit shall be paid to the spouse/registered partner or, if the latter has died or the employee lived permanently separated from him/her, to the minor legal or natural children, stepchildren and foster children jointly.
2. The benefit referred to in paragraph 1 shall be paid in the month following that in which the death occurred in accordance with the scheme permitted by the tax authorities.
3. If the employee leaves no relations as referred to in paragraph 1, the employer may award the benefit in whole or in part to the person or persons jointly who, in the opinion of the employer, qualify for it on grounds of equity.
4. The benefit referred to in paragraph 1 shall be reduced by the amount of the benefit granted to the employee's surviving relatives in connection with the employee's death under a statutory disability insurance scheme.

Chapter 4 – Salary and allowances

Good employment practices, good commissioning practices and the fair remuneration of work are important. The Arts Education sector employs many self-employed professionals. In the context of rewarding self-employed professionals fairly, social partners refer to a tool to calculate rates for self-employed professionals in Appendix 2.

Article 4:1 - Salary

1. The employee will receive a monthly salary based on their own position, based on the salary scales and line numbers laid down in Appendix 2. A pro-rata salary applies to part-time employees.
2. The line number in the salary scale is determined based on the employee's experience in a similar position.
3. The employee receives a periodic increase by one line number each year on 1 January until the final salary is reached.
4. The employee can dispose of the salary no later than 2 working days before the end of the month.
5. The employee receives a clear written or digital breakdown of each salary payment.

Article 4:2 – Wage increases

1. Wages and pay scales will be structurally increased:
 - as of 1 January 2025: 3%
 - as of 1 January 2026: 1%

Article 4.3 - End-of-year bonus

An employee receives an end-of-year bonus amounting to 5% of the total gross salary actually earned by the employee in the relevant year, plus the holiday allowance accrued on that salary. The end-of-year bonus is at least €150 gross. This minimum is paid in proportion to the length of employment in the relevant year.

Article 4:4 - Continued payment of wages during incapacity for work

1. An employee who has become incapacitated for work will, during the first two years of incapacity for work (104 weeks), receive a supplement to the statutory obligation to continue to pay wages in accordance with the graduated scale below:
 - First year (weeks 1 to 52): 100% of the most recent wage.
 - Second year (weeks 53 to 104): 70% of the most recent wage.
2. If the Employee Insurance Agency (UWV) imposes a sanction on the employer by extending the obligation to continue to pay wages, the employee will receive 70% of the most recent wage during that period.
3. If it is determined that the employee cannot return to his original position, the employer and the employee will start a rehabilitation process focused on finding another position, either within or outside the organisation, as soon as possible.
4. In case of successful rehabilitation within a period of two years from the start of the incapacity for work, the employee will receive a retroactive bonus in the form of a supplement to the obligation to continue to pay wages up to 100% of the most recent wage. This supplement will be paid over the months the disability lasted longer than 52 weeks up to a maximum of 104 weeks. This supplement is paid on the entire income.
5. Rehabilitation will be successful if the following conditions are met:
 - After two months, it was found that the employee could (continue to) hold the (new) position.
 - Rehabilitation may focus on any suitable position.
 - On partial resumption of work with a minimum of 50% of the agreed working hours.

6. If the employee becomes incapacitated for work again with an interruption of less than four weeks, this incapacity for work shall be counted as a continuation of the previous period of incapacity for work and the continued payment of wages as referred to in paragraph 1 shall take place accordingly.
7. Adjustment of the most recent salary takes place if the gross salary changes due to:
 - Application of the salary scheme applicable to the employee (if the employee were not incapacitated for work).
 - Adjustment of gross salary as a result of collective agreements.
8. If a benefit under one of the social insurance laws is wholly or partially refused by the Employee Insurance Agency (UWV), the supplement referred to in paragraph 1 shall be reduced proportionally.
9. An employee who can bring a claim for compensation for loss of earnings against third parties in connection with incapacity for work must transfer this right of claim to the employer on request. Under Article 107a of Book 6 of the Dutch Civil Code, the employer has an independent right of recourse against third parties who can be held liable for an employee's incapacity for work.
10. Does the employee remain in the service of the employer after 104 weeks of incapacity for work? And is the employee working within or through the organisation in a lower-paid position compared to his original position? Then, after the expiry of that 104-week period, the employer will temporarily top up the difference in hourly wages between the original monthly salary and the new monthly salary, according to the below graduated scale:
 - First half-year period (weeks 1 to 26): top-up of 100% of the difference.
 - Second half-year period (weeks 27 to 52): top-up of 75% of the difference.
 - Third half-year period (weeks 53 to 78): top-up of 50% of the difference.
 - Fourth half-year period (weeks 79 to 104): top-up of 25% of the difference.
 The top-up is paid with the monthly salary payment.
11. Employees who have reached state pension age and become unfit for work are subject to the statutory scheme. This means that the employer has an obligation to continue paying wages for 6 weeks to an employee entitled to an old-age pension who falls ill.¹

Article 4:5 - Holiday allowance

1. Employees are entitled to holiday allowance for each month or part of a month in which they earned a salary.
2. The holiday allowance is 8%.
3. The holiday allowance is paid once a year, in the month of May, over a period of 12 months. This period starts in the month of June of the previous calendar year. If the employment contract ends before 31 May, the holiday allowance will be paid at that time.
4. Employees will receive a breakdown of the holiday allowance paid no later than in the month of June.

Article 4:6 - Pension scheme

1. The rights and obligations of the employer and the employee under the pension scheme applicable to their employment relationship are governed by the provisions of:
 - a. the pension regulations of *Pensioenfonds Zorg en Welzijn*²;
 - Or
 - b. the pension regulations of *Stichting Pensioenfonds ABP* (the General Pension Fund for Public Employees).
2. The part of the payable contributions to be deducted by the employer from the employee's salary is:
 - a. determined by social partners in the situation of paragraph 1 under a: this part amounts to half of the contributions owed to *Pensioenfonds Zorg en Welzijn*.
 - b. determined by *Stichting Pensioenfonds ABP* and notified to the employer in writing in the situation of paragraph 1 under b.

¹ This is the statutory arrangement as of 1 July 2023. Employees entitled to an old-age pension who were already ill on 1 July 2023 are subject to a 13-week period.

² *Pensioenfonds Zorg en Welzijn* (the pension fund for the healthcare and social welfare sectors) is the compulsory pension fund for the arts education sector as mandated by the Minister of Social Affairs and Employment.

Article 4:7 - Commuting allowance

1. Employees who work more than 10 kilometres one way from home will receive a commuting allowance for days worked based on the lowest rate of public transport or on the maximum tax-exempt kilometre rate³. The number of reimbursable kilometres is capped at a maximum commuting distance vice versa based on 30 kilometres one way.
2. Commuting distance is calculated based on the shortest travel route between the home and work location.
3. The scheme referred to in paragraphs 1 and 2 applies until another scheme is agreed at organisation level and with the consent of the Works Council. This will be at least equivalent to the scheme under paragraphs 1 and 2. The scheme at organisation level can also contain regulations on whether and how the first 10 kilometres are reimbursed and whether there is a maximum number of kilometres.

Article 4:8 - Allowance for business trips and travel time

1. An employee will be reimbursed for the costs of business trips made on behalf of the employer on the basis of the lowest public transport fare or on the basis of the maximum tax-exempt kilometre rate, unless the employer and the employee agree otherwise.
2. The employee submits the data that are used to determine the amount of the allowance.
3. As a rule, upon submission of the data, the allowance will be paid at the same time as the next salary payment.
4. Travel time between different work locations counts as working time.

Article 4:9 - Deputising allowance

1. An employee with whom it has been agreed that he will temporarily fill all or part of a higher-salaried position of another employee, other than for reasons of holiday, shall be granted an allowance as soon as such deputizing has lasted for 30 calendar days, with retroactive effect to the starting time of the deputizing. This allowance amounts to the difference between his salary and the salary that the employee would receive if, for the agreed scope of the deputizing, the employee were to be graded in the position temporarily filled.
2. If several employees are instructed to temporarily fill a higher-salaried position, these employees shall each receive their allowance in proportion to their percentage of the deputizing, as determined by the employer in advance.

Article 4:10 - Compensation for working on Saturdays and Sundays

1. For hours worked on Saturdays after 5.00 pm, employees classified in salary scale 1 to 7 will, as of 1 January 2024, receive compensation in the form of time off of 25% of these hours worked.
2. For hours worked on Sundays, each employee classified in salary scale 1 to 10 will, as of 1 January 2024, will receive compensation in the form of time off of 25% of these hours worked.
3. The employee who was already employed by the employer before 1 January 2024 and who received an irregular hours allowance based on the old scheme in the 2023 Collective Labour Agreement for Arts Education, retains the right to this allowance.
4. National recognised holidays also count as Sundays.
5. The employer and employee may in consultation convert the compensation in time off referred to in paragraphs 1 and 2 into a financial allowance based on the hourly wage applicable to the employee.

Article 4:11 – Grossing up trade union contribution

1. At the employee's request, the employer will - for as long as the tax regulations allow this - once a year reduce the gross monthly salary by the amount of the trade union contribution paid by the employee, with simultaneous net payment of that amount.
2. The employee will submit with his request the proof of payment of the annual trade union membership fee signed by the employee.
3. At the next salary payment, the employer will reduce the gross monthly salary by the contribution paid by the employee.

³ At the time the Collective Labour Agreement for Arts Education came into force, the maximum tax-exempt rate was €0.23 per kilometre. If the tax rate changes, the reimbursement rate will change accordingly. No rights can be derived from this amount.

Article 4:12 – Contributions under the WGA

The employer and the employee each pay half of the 'WGA flex' contribution (WGA national insurance component for flexible employment) and 'WGA vast' contribution (WGA national insurance component for permanent employment) set by the government for any year.

Article 4:13 - Anniversary bonus

1. The employee shall be granted a bonus in the amount of half his monthly salary for his 25-year service anniversary and in the amount of his entire monthly salary for his 40-year and 50-year service anniversary.⁴
2. For the purposes of this article, the monthly salary shall also include the holiday allowance for a month and the amount received on average per month in the allowance for irregular shifts, measured over the three-month period preceding the anniversary.

⁴ The anniversary bonus is untaxed and is not included in the employee's salary if the following legal conditions are met: 1) the employee has been in employment for at least 25 years or 40 years, 2) the bonus is a one-off payment and 3) the payment does not exceed the amount of one month's salary. If the anniversary bonus is paid untaxed to an employee on their employment for 25 years and 40 years, this means that the anniversary bonus for 50 years in employment is taxed salary, so is included in the salary for social security contributions and tax payments.

Chapter 5 - Hours of employment, working hours and leave

It is important to be clear about when and how many employees work and how the work is organised. Leave arrangements ensure that the employee can reconcile private life and work.

Article 5:1 - Hours of employment

1. Full-time employees are employed for 1872 hours per year, counted over a period of 52 weeks.
2. Full-time employees are entitled to 25 holiday leave days and 6 leave days in connection with public holidays on full pay. After deducting holiday leave days and public holidays, an annual job load of 1648.8 actual working hours per year remains.
3. The sixth day of leave can be made available for taking a day that suits the employee's own beliefs and/or a day that is important to the employee. The employee can request this day himself and the employer will make every effort to enable the requested day to be taken on the specific date. The request will be denied only on the grounds of important reasons of a business nature. As with holidays, this day is awarded at the beginning of the year or upon commencement of employment and is pro rata based on the number of months of service and the scope of the employment contract. For more details, see appendix 8.
4. The annual job load of part-time employees is determined on a pro-rata basis.
5. The employer may, in agreement with the employee, set a percentage of 10% of working hours (minus or plus) which can be carried over to a subsequent year upon agreement of the employee. Upon leaving employment, the employer and the employee will make reasonable arrangements on how any plus or minus hours arising in this context can still be compensated within the remaining term of employment. If, nevertheless, minus hours remain at the end of employment that were only created at the request of the employee, they need not be paid out by the employer. Any remaining minus hours accrued at the request of the employer will not be deducted from the salary. Remaining plus hours will be paid at the end of employment.
6. When by agreement and after the consent of both the employee and the employer, arrangements are made that benefit innovation and investment in employment in the future, up to 25% of employment may be carried over to a subsequent year as plus hours.
7. As a starting point, the employee is entitled to a salary for the hours of work performed on the instructions of the employer, and the employee performs all hours of work for which a salary is received. Each year, it is determined how many hours the employee actually worked in the year in question. It is checked whether the employee has received at least the statutory minimum hourly wage for all hours worked. If not, the employer must pay the difference.

Article 5:2 – Working hours, breaks and rest periods

1. Working hours for employees aged 18 and older are:
 - No more than 9 hours per day.
 - No more than 45 hours per week.
 - A maximum average of 40 hours per week in a 13-week period.
2. The Working Hours Act provides restrictions on working hours for employees under 18 years of age.
3. With regard to breaks and rest periods, the provisions of the Working Hours Act apply.
4. Breaks of up to 15 minutes are counted as working time.

Article 5:3 – Scheduling of working hours

1. Organisations can adopt working time policies with the consent of their works council or staff representative body and adapt them to the specific circumstances of the organisation. The working time regulations in force on 30 June 2015 (see also: Article 5:3 of the [2014-2015 Collective Labour Agreement for Arts Education](#)) within the organisation will be maintained until agreement is reached between the employer and the works council or staff representative body on different regulations.
2. After consultation with the employee, the employer will set the employee's working hours in an annual timetable.
3. The employee can be scheduled on a maximum of five days per week.
4. When determining the working hours in the annual timetable, the employer will take into account the employee's philosophical and other beliefs as regards the days on which no work is required, unless compelling interests oppose this.
5. The employer will notify the relevant employee of the fixed working hours at least 7 days in

advance.

Article 5:4 - Holiday periods

1. The organisation designates periods in the year when education is offered. This designation will take into account local school holiday arrangements as much as possible. This may be deviated from with the consent of the works council or staff representative body or at the request of an individual employee.
2. The organisation may, with the consent of the works council or staff representative body or in consultation with an individual employee, decide to offer short-term courses outside the periods referred to in paragraph 1.

Article 5:5 - Holiday leave

1. Insofar as this chapter does not contain other or additional provisions, the provisions of the Dutch Civil Code relating to holidays apply (Articles 634 to 645 of Book 7 of the Dutch Civil Code).
2. The holiday year shall coincide with the calendar year.
3. An employee who has worked less than a full year or who works less than the normal working time shall be entitled to the holiday leave days and compensation for public holidays mentioned in Article 5:1(2) in proportion to the working time applicable to the employee concerned. In the remainder of this Article 5:5, compensation for public holidays is considered equivalent to holiday leave days.
4. Statutory holiday leave days and holiday leave days in excess of the statutory minimum expire after 5 years.
5. To the extent that sufficient entitlement to holiday leave days has been accumulated, the employee is entitled to take a holiday of 4 consecutive weeks.
6. The employee can take any remaining holiday leave days by agreement with the employer. Holiday leave days shall be awarded in such a way as to ensure the normal progress of work.
7. Upon termination of the employment, the employee will, if desired, be given the opportunity to take holiday leave days he has accrued, on the understanding that these leave days may not be unilaterally included in the notice period. If the employee has not taken these accrued leave days before the end of employment, the employer will pay out these leave days. The employer will issue the employee with a statement at the end of the employment, showing the duration of holidays to which the employee is still entitled at that time.

Article 5:6 – Age-related days off

The accrued age-related days off for non-teaching staff aged 30 and over who entered service before 1 April 2006 will be maintained subject to deduction of 2 days to compensate for the reduced annual job load in 2006. If the sum is negative, there will be no entitlement to age-related days off. Age-related days off are added to holiday leave.

Article 5:7 – 55+ scheme

1. Subject to paragraph 2 of this article, employees aged 55 and over who have indefinite employment contracts with one or more employers as referred to in Article 1:1(cc) with a total of weekly working hours within the scope of application of the CLA of more than 80 percent, have the right to reduce the working time to 80 percent of a full-time job. The following shall apply here:
 - a. The employee can make full use of the 55+ scheme only once.
 - b. 50 percent of the reduction in working hours to be implemented will be borne by the employee.
 - c. 50 percent of the reduction in working hours to be implemented will be borne by the employer, with the cost being shared proportionately among employers in case of multiple employers.
2. Since 1 January 2013, it has no longer been possible to participate in the 55+ scheme described above. Those already participating in the 55+ scheme on that date will retain their entitlement, even in the case of forced reduction in working hours. In that case, the scheme is applied proportionately. Employees who have been removed from the 55+ scheme since January 2012 due to forced reduction in working hours will be included in the scheme on a pro-rata basis with retroactive effect.

Article 5:8 – Special leave on full pay

1. The employer will grant special leave on full pay to the employee unless, in the opinion of the employer, the work to be performed does not permit it.

2. Special leave for an event is limited to the number of days mentioned in the Collective Labour Agreement for Arts Education, regardless of the number of employers the employee works for. Special leave can only be taken on the day on which the event takes place and (in case of multiple days) on consecutive days with the exception of paragraph 3(n)
3. Special leave may be granted for the following events and to the (maximum) extent specified therein:
 - a. For exercising the right to vote and fulfilling a legal obligation, insofar as this cannot be done in the employee's free time and the shift cannot be changed: the time reasonably required.
 - b. If the employee moves house: 2 days per calendar year.
 - c. When the employee gives official notice of an intended marriage or when a notarial cohabitation agreement is executed: 1 day.
 - d. When he marries or registers his partnership within the meaning of the Partnership Registration Act: 4 consecutive days, including the day of the wedding/registration.
 - e. For attending a wedding of relatives by blood or marriage in the first and second degree: 1 day.
 - f. When his spouse, registered partner, the person with whom the employee cohabits without being married or the person whose child the employee acknowledges gives birth: once the number of working hours per week. Birth leave should be taken within 4 weeks of the child's birth. The day of birth counts as emergency leave.
 - g. In case of adoption: 2 days
 - h. For carrying out activities in the Netherlands in preparation for adoption: the time required for a maximum of 5 days per child.
 - i. In case of the 25th, 40th, and 50th wedding anniversaries of the employee and the 25th, 40th, 50th, and 60th wedding anniversaries of his parents, step-parents, foster parents, or parents-in-law: 1 day.
 - j. For necessary care in the event of serious illness of his/her spouse/registered partner, parents, parents-in-law, foster parents, step-parents, children, foster children, stepchildren and in-laws for a continuous period of up to 3 months. The leave accrued during this leave period is deemed to be included in the total leave period.
 - k. Upon the death of the employee's partner, relatives by blood or marriage: 4 days in the event of the death of the partner and the persons referred to under i.; 2 days in the event of the death of relatives by blood or marriage in the second degree, a maximum of 1 day in the event of the death of relatives by blood or marriage in the third or fourth degree. However, if the employee is in charge of arranging the funeral, cremation and/or estate of said relatives by blood or marriage, then a maximum of 4 days will be granted.
 - l. For the employee's 25, 40 and 50-year service anniversary: 1 day.
 - m. For attending, as a committee member, meetings of the executive committee of an employees' organisation that is party to this CLA, and/or for attending the OAK as a representative, and/or for carrying out trade union work within the framework of a redundancy plan at a decentralised level: a total of no more than 15 days per year or course year.
 - n. For gender transition: a maximum of 24 weeks over a 10-year period for necessary medical and non-medical treatments and any recovery time without the employee calling in sick. If an employee has any occupational impairments due to a medical treatment, this will count as sick leave. In derogation of paragraph 2, the leave may be taken in parts. The employee will notify the employer in writing at least eight weeks before taking leave, specifying the scope of the leave, the probable duration of the leave, accompanied by a statement from a registered physician treating the employee, the start time and, where applicable, the spreading of the hours over the week. If this is not possible, the employee will notify the employer of the taking of the leave as soon as possible.
 - o. **Emergency leave:** the employer will grant emergency leave on full pay to the employee for a time to be calculated fairly. Emergency is defined as an unforeseen emergency situation in which there is an acute need for the employee to take time off from work for personal action or because of very special personal circumstances. A birth is considered an emergency, but this is subject to the provision mentioned in Article 5:8(3f).
4. In the cases mentioned in paragraph 3 under b, d, f and k, the employee is always entitled to special leave, regardless of the day on which the event takes place.
5. In cases other than those referred to in this article or in addition, the employer may grant the employee special leave on full pay for a limited period of time to be determined on a case-by-case basis.

Article 5:9 – Unpaid or partly-paid special leave

1. **Long-term care leave:** the employee is eligible for unpaid long-term care leave if the employee temporarily provides care to a partner, child, parent, brother/sister, grandparent, grandchild, housemate or acquaintance who has a (life-threatening) illness or is in need of help. Having a life-

threatening illness means that that person's life is in serious danger in the short term.

The employer and the employee will agree on the duration of the leave. The total duration will not exceed six times the weekly contractual working hours per year.

The employer's portion of the pension contribution is paid by the employer as if the employee were working normally in the company.

2. **Adoption leave:** in case of adoption, the employee is entitled to 6 weeks' leave without pay during a period of 26 weeks (however, there is an entitlement to benefits under the Work and Care Act). The entitlement will exist from four weeks before the first day the actual adoption has started.
3. **Parental leave:** the provisions of Chapter 6 of the Work and Care Act apply. In brief, this scheme entails the following:
 - a. The employee is entitled to unpaid leave if the employee has a family relationship with the child, or has permanently taken on the care and upbringing of the child and lives with the child at the same address.
 - b. The right to parental leave exists until the child reaches the age of eight.
 - c. The total number of hours of leave will not exceed the weekly contractual working hours, calculated over a period of 26 weeks (= 26x weekly contractual working hours).
 - d. The employee must notify the employer of the intention to take parental leave and the manner of its implementation at least two months before the effective date.
 - e. The employer may change the desired implementation of the leave for important reasons up to four weeks before the start date of the leave and after consultation with the employee.
 - f. The provisions of Section 6:3 and Section 6:3a of the Work and Care Act apply.
The employee is entitled to receive benefits from the UWV amounting to 70% of their daily wage for a period of 9 weeks of parental leave. The condition is that the leave is taken in the first year of the child's life. If a child under 8 years old is taken into the family through adoption or foster parenting, the condition is that the leave is taken in the first year after the day of actual adoption or placement.
5. **Unpaid leave following maternity leave:** following maternity leave, the employer will grant unpaid leave for a period of up to 1 year to the employee who so wishes. The employer and the employee agree on this unpaid leave no later than 3 months before the expected delivery date.
6. **Unpaid leave for partner after childbirth:** the provisions of Sections 4:2a and 4:2b of the Work and Care Act apply. The employee can take up to 5 weeks of additional birth leave after the partner has given birth. During the additional birth leave, there is no entitlement to wage, but the employee can apply for benefits from the UWV. The birth leave under Section 5:8(3)(F) must be taken first. The additional leave should be taken within six months of the child's birth.
7. **Other unpaid leave:** in cases other than those referred to in Article 5:8 and in this article or in addition, the employer may grant the employee unpaid special leave for a limited period of time to be determined on a case-by-case basis.

Article 5:10 – Payment of pension contribution during special leave

1. Unless Article 5:9 provides otherwise, the employer will pay the employer's portion of the pension contribution in the applicable pension scheme in proportion to the salary payment.
2. If, during the period(s) of unpaid or partly-paid special leave, the employee wishes to continue participation in the applicable pension scheme as if there were no such special leave, the supplement to the pension contribution owed by the employer as referred to in paragraph 1 will be paid in full by the employee.

Chapter 6 – Career policy, training and development

Sustainable employability and vitality policies are important. Especially in a dynamic sector like Arts Education with a lot of flexibility and multiple small employment relationships or commissions. In view of the various social commissions from governments and funds, lasting development is increasingly necessary. Carer policy with a focus on development and training is important. Social partners encourage everyone to start working on this.

References in this chapter to training and study can also be understood to mean development, course, workshop or coaching.

Article 6:1 - General

1. The employer will encourage training/development of the employee by agreeing on a training/development effort with the employee. This training/development effort is part of determining the annual job load. The organisation focuses on using the potential of each employee to the full, with a strong emphasis on their wellbeing. This requires a personal approach, whereby the unique talents and needs of each employee are seen, heard and recognised. If necessary, support is offered in the form of personal (external) coaching, with a view to continual development and life-long learning, as well as the prevention of burn-out symptoms and dissatisfaction at the workplace.
2. In consultation with the works council or staff representative body, the employer draws up an annual development/training plan and determines the budget required for it. The training plan is in line with a business plan.
3. Training for the purposes of this CLA means:
 - A training course aimed at expanding and improving craftsmanship.
 - A training course aimed at enhancing the employability of the employee concerned.
 - A training course based on the Collective Labour Agreement for Arts Education.
4. Costs incurred by the employer before 1 July 2019 for the purpose of sustainable employability, mobility and other activities aimed at strengthening the position on the labour market will be set off against the transition payment in accordance with the Work and Security Act. For employees with less than 10 years' service, there will be no set-off of any training costs against the transition payment.
This does not alter the fact that with regard to the set-off of these costs incurred after 1 July 2019 against the transition payment, (different) agreements can be made between the employer and the employee.

Article 6:2 - Training at the employee's request

1. An employee may qualify for reimbursement of study costs at his own request if a written application is submitted to the employer in good time before the start of the training course. If the employee also addresses this application to another employer, the employee has an obligation to notify.
2. If the employer is of the opinion that the study is partly in the interest of the organisation or in the interest of the arts education sector, the employer will confirm in writing to the employee in good time before the start of the training course what costs the employee will be reimbursed for.
3. The following costs are eligible for reimbursement:
 - A maximum of 100% of the course fee.
 - A maximum of 100% of the one-off registration and examination fees.
4. The following costs are not eligible for reimbursement:
 - Time required for the training course.
 - Books and teaching materials.
 - Travel expenses.
5. The employer will pay the reimbursement as follows:
 - Half of the reimbursement is paid in advance.
 - The other half of the reimbursement is paid after the employee has obtained his diploma/certificate.
6. Study costs are not eligible for reimbursement if these costs are already reimbursed by another employer.

Article 6:3 - Training at the employer's request

1. The employer may instruct an employee to follow a training course if, in the employer's opinion, it is necessary for the performance of the employee's duties.
2. The employer bears the full cost of the training course.
3. The time required for attending the course as well as time for examinations is part of the employee's annual job load. Study hours are considered working hours and to the extent the study load is stated in the course curriculum.

Article 6:4 - Repayment of study costs

1. If the employee terminates his employment during the training course or within one year after the end of the training course, the employee will repay the reimbursement he has received in full.
2. If the employee voluntarily terminates his employment within two years after the end of the training course, the employee will repay 50% of the reimbursement received.
3. The employer is entitled to deduct this repayment from the last wage payment.
4. This article does not apply to training that is required by law in accordance with Article 7:611a of the Dutch Civil Code for the performance of work for which the employee was hired.

Article 6:5 - Future-oriented development

1. As part of future-oriented development, employees are entitled to an annual training budget of 0.5% of the actual gross annual salary since 1 July 2015. This budget is accrued monthly. Employees can draw on this training budget in consultation with the employer.
2. A minimum of € 252 in training budget must be accumulated every year.
3. When an employee joins or leaves employment during the year, the scheme applies on a pro rata basis.
4. The budget accrued in any year expires four years after the end of the calendar year in which the budget was accrued. The expired individual budget remains reserved within the organisation for training purposes.
5. If an intended training course is more expensive than the training budget accrued so far, employees are entitled to claim the budget for the next four years, in consultation with the employer.
6. Upon termination of employment, the employee's remaining budget expires and any future budget used will be settled. The following exceptions apply:
 - a. upon termination (at the employer's initiative) of a fixed-term employment contract without successive employment, the employee is entitled to payment of any remaining training budget accrued so far;
 - b. in case of dismissal at the employer's initiative, it will be discussed how to make maximum use of any remaining training budget;
 - c. in case of dismissal at the employer's initiative, any future training budget used as referred to in paragraph 5 will not be settled.
7. In addition to the training budget, the employer may provide the employee with a further supplement to the reimbursement of training costs.
8. Costs for training activities will not be eligible for reimbursement if these costs are already reimbursed by another employer.

Chapter 7 – Other arrangements between employer and employee

Article 7:1 - General

1. The employer is obliged to enable the employee to perform the agreed work to the best of his ability and, in doing so, to give reasonable instructions with due regard to the requirements of the job and the objectives of the organisation.
2. The employee is obliged to perform the agreed work to the best of his ability with due regard for the requirements of the job and the objectives of the organisation and, in doing so, to comply with instructions reasonably given by or on behalf of the employer.
3. The employee is obliged to manage any property entrusted to the employee with due care. If the employer suffers any loss because of careless management by the employee, the employer can hold the employee liable.

Article 7:2 - Temporary change of place of employment

If and to the extent that the interests of the organisation's operations so require, the employee is obliged, within reasonable limits and after consultation on the matter, to agree immediately to a temporary change to the employee's usual and actual place of work.

Article 7:3 - Confidentiality

1. The employer is obliged to keep confidential what is known in its capacity as employer with regard to the employee's person, unless the employee consents to the disclosure of information relating to his person. This obligation of the employer will also apply after termination of the employment contract.
2. Both during and after the termination of the employment contract, the employee is obliged to maintain confidentiality with regard to any information that has come to the employee's knowledge by virtue of his job and any information the employee knows or could reasonably suspect is to be kept confidential. Said confidentiality by the employee does not apply to consultations between the employee and his counsel, nor does it apply to consultations with colleagues to the extent that such consultations would be hindered by said confidentiality.

Article 7:4 - Ancillary positions

1. The employee is obliged to inform the employer in advance about any current or future paid or unpaid ancillary positions and/or paid or unpaid ancillary activities and about subsequent changes in their nature, scope or location.
2. In principle, the employee with an employment contract is allowed to hold paid or unpaid ancillary positions and/or paid or unpaid ancillary activities similar to the work the employee performs for the employer. The employer can refuse only in case of a justified objective reason. In that case, the employee may not perform said activities. This reason will exist in any case where the employee is actively recruiting students of the organisation for his own professional practice during or upon termination of employment.
3. In the case of paragraph 2, last sentence, the employee may submit a written, reasoned request for exemption to the employer.
4. If, on a request referred to in paragraph 3, after consultation with the employee, the employer decides not to allow an ancillary position or ancillary activities, this will be communicated to the employee in writing, stating reasons.
5. If the employer is aware of the employee's ancillary positions and/or ancillary activities, the employer will not proceed to (change) the scheduling of work until after consultation with the employee.

Article 7:5 – Undesirable behaviour and manners

1. Undesirable behaviour is defined as any behaviour that an employee experiences as unwanted, threatening and/or hurtful. In the event of undesirable behaviour, the employee's boundaries are exceeded.
Undesirable conduct includes discrimination, sexual harassment, aggression and violence, and bullying and teasing.

2. The employer is obliged to follow policy aimed at preventing and limiting undesirable behaviour/undesirable manners as much as possible. The employer provides a socially safe working environment and promotes the competence of managers and employees.
3. The employer will always report any suspected criminal offence.
4. The OAK has transferred the complaints procedure for undesirable behaviour to the complaints committee for undesirable behaviour (<https://www.klachtencommissieongewenstgedrag.nl/>). This complaints procedure provides for a complaints committee.
5. The costs of handling a submitted complaint are borne by the employer.
6. Those who can submit a complaint to the complaints committee are persons who work at or perform work for organisations that are members of Cultuurconnectie.
7. The complaints procedure protocol is included in Appendix 4.
8. The OAK has also joined Mores, the support and advice centre for inappropriate behaviour. Mores aims to provide a safe haven for notifiers and to contribute to social safety in the workplace within the sector.
9. The support and advice centre has a safety net function. Employees who have (had) to deal with inappropriate behaviour and cannot or do not want to go anywhere else can contact a Mores confidant by email or WhatsApp. Contact details and more information: <https://mores.online>.
10. Organisations from the sector can also contact Mores for (short) advice on social safety in the workplace.

Article 7:6 - Unacceptable acts

1. The employee is not allowed to participate directly or indirectly in contracts, supplies or works carried out by third parties for the employer.
2. The employee is not allowed to directly or indirectly accept or claim gifts, rewards or commissions from:
 - Bodies or persons performing work for the employer.
 - Suppliers of the employer.
 - Bodies, suppliers or individuals with whom the employee has contact as part of his duties.
3. If the employee violates the provisions of the previous paragraphs, the employer may proceed to impose disciplinary measures.

Article 7:7 – Non-solicitation clause

1. This article does not apply to employees who joined on or after 3 April 2020. This article does apply to employees who joined before 3 April 2020.
2. During or upon termination of employment, the employee is not allowed to actively recruit students of the organisation for his own professional practice. The employer also observes Article 653 of Book 7 of the Dutch Civil Code for employees on fixed-term contracts.
3. If this prohibition is violated, the employee will forfeit to the employer, without any demand or notice of default being required, an immediately payable penalty of €2,500 for the mere fact of the violation and €500 for each day or part thereof that the employee is violating the prohibition. In that case, the employee will also pay judicial and extrajudicial costs.
4. The penalty referred to in paragraph 2 does not affect the employee's obligation to pay the employer full compensation in this respect if it exceeds the aforementioned penalty.
5. The non-solicitation clause does not apply in the event of dismissal at the employer's initiative for economic reasons.

Article 7:8 – Suspension

1. The employer may, after hearing the employee, suspend the employee concerned for a period not exceeding two weeks if, in the opinion of the employer, the progress of the work is seriously impeded for any reason. This period may be extended no more than once for the same period. A suspension may be lifted by the employer at any time.
2. The decision to suspend as well as the decision to extend it will be communicated by the employer to the employee by registered letter as soon as possible, but not later than 48 hours, stating the reasons why this measure is required.

3. During the suspension, the employee retains the right to salary.
4. During the period of suspension, the employer is obliged to encourage the employee to resume work.
5. After the expiry of the period of 2 weeks and 4 weeks respectively, the employee is entitled to resume work.
6. Suspension cannot be used as a punitive measure.

Article 7:9 - Healthcare insurance

1. Cultuurconnectie has taken out collective health insurance for its members.
2. If the employee signs up for basic healthcare insurance and/or supplementary healthcare insurance, the employer will pass on to the employee the discounts on the relevant packages as agreed between Cultuurconnectie and the health insurance company for the employer.

Article 7:10 - Insurance for instruments/tools

The employer will arrange insurance for instruments and tools of the employee who uses and transports them at the employer's request.

Chapter 8 – Disciplinary measures

Article 8:1 – Disciplinary measures

1. The employer may impose the following disciplinary measure(s) with regard to the employee who fails to comply with the obligations arising from this CLA or the employment contract:
 - a. Written warning.
 - b. Not granting an automatic periodic salary increase.
 - c. Full or partial withholding of salary up to an amount not exceeding the salary for half a month, unless legislation prescribes otherwise.
 - d. Temporary or permanent removal from the position and/or classification in a lower position.
 - e. Suspension.
 - f. Dismissal.
2. If the measures referred to in paragraph 1(d) are imposed, the employer may stipulate that this will be accompanied by the award of a lower job-grade salary than the one currently applicable to the employee.
3. When taking the measure referred to in paragraph 1(e), the employer may stipulate that it will be accompanied by withholding of salary.
4. The employer will, in consultation with the works council or staff representative body, determine the conditions that must be met before a disciplinary measure can be applied.
5. The employer will exercise due care in imposing the disciplinary measure.

Chapter 9 - Employee participation

Article 9:1 - Works council

1. Notwithstanding the provisions of Section 2(1) of the Works Councils Act (*Wet op de ondernemingsraden*, WOR), an employer which maintains an organisation that, as a rule, employs at least 35 employees, is obliged to establish a works council.
2. The works council or, if there is no works council within the organisation, the staff representative body, has the right to issue an opinion to the management or supervisory body prior to the decision to appoint a new director based on an interview with the candidate.
3. The works council or, if there is no works council within the organisation, the staff representative body, has the right to meet with at least one member of the supervisory body at least once a year.
4. Hours worked for the works council or staff representative body are working hours within the scope of employment. However, if this work is incompatible with the employment, this can be resolved by temporarily extending the contractual working hours.

Article 9:2 - Staff representative body/direct employee consultations

1. Notwithstanding the provisions of Section 35c(1) of the Works Councils Act, an employer which maintains an organisation that, as a rule, employs at least 10 employees, but fewer than 35 employees and for which no works council has been established, is obliged to establish a staff representative body.
2. In addition to the provisions of Section 35c(3) of the Works Councils Act, Sections 25 and 27 of the Works Councils Act are declared to apply mutatis mutandis to the staff representative body.
3. The provisions of the Works Councils Act regarding facilities for works councils apply mutatis mutandis to the staff representative body.
4. Pursuant to the provisions of Section 35c(3) of the Works Councils Act, the employer will, as far as possible, enable the staff representative body to meet during working hours and receive training and education.
5. If no works council or staff representative body has been established in an organisation, the provisions of Section 35b of the Works Councils Act shall apply. In this context, the employer will promote periodic direct employee consultations, in which all matters concerning the organisation can be raised.

Article 9:3 – Additional facilities

1. During the term of this CLA, the works council or staff representative body may claim up to 60 hours per year per works council member to the employer for meeting time, membership consultations and training, on the basis of subsequent calculation, for activities related to the scheduling of working hours as referred to in Article 5:3, paragraphs 1 and 2.
2. The works council may allocate the total number of hours to fewer works council members if desired.
3. In organisations where no works council or staff representative body is active and where the decentralised working time regulations of Article 5:3 are being introduced, the staff meeting may appoint one or more representatives from among its members, who shall be granted a one-off maximum of 60 hours per person with a maximum of a total of 120 hours for the organisation, on the basis of subsequent calculation, for participation activities as referred to in paragraph 1 for the purpose of the introduction.

Article 9:4 – Markt II Joint Sectoral Committee

1. In the event of a dispute between the employer and the works council or staff representative body regarding employee participation, a party may submit the dispute to the Markt II Joint Sectoral Committee for mediation.
2. The secretariat of the Markt II Joint Sectoral Committee is provided by the Social and Economic Council (SER), PO Box 90405, 2509 LK The Hague.

Chapter 10 – Standing Committee

Article 10.1 - Standing Committee

The industry has a committee, the Arts Education Standing Committee, which is involved in the interpretation of this CLA. The composition and working methods of this committee are laid down in regulations, which are included in this CLA as Appendix 6.

Disputes

If there is a dispute between the employer and the employee on the interpretation of the CLA, they can refer the dispute to the Standing Committee.

If such a dispute arises, the employer and the employee are expected to first try to reach an agreement themselves. If they fail to reach an agreement, both parties can jointly submit the dispute to the committee. This is subject to the condition that both the employer and the employee undertake to accept the decision of the Standing Committee as a binding opinion. If the Standing Committee then reaches a unanimous decision, this will constitute a binding opinion. This is without prejudice to the possibility of taking the dispute to the civil courts.

Chapter 11 - Vacant

Chapter 12 – Stichting OAK

12:1 Duties of Stichting Overleg Arbeidsvoorwaarden Kunsteducatie (OAK)

1. There shall be a *Stichting Overleg Arbeidsvoorwaarden Kunsteducatie* (Foundation for Consultation on Employment Conditions in Arts Education, hereinafter referred to as the “OAK”) and it shall have its registered office in Utrecht (www.stichtingoak.nl).
2. The Articles and any regulations of the OAK form part of the Collective Labour Agreement for Arts Education. See Appendices 1 and 7.
3. The OAK has the following objectives for the benefit of (all employers and employees in) the Arts Education sector, delineated by the scope of application of the Collective Labour Agreement for Arts Education:
 - a. funding and/or subsidising activities and projects to promote employment, training, development and labour mobility in or outside the Arts Education sector.
 - b. setting up and/or organising training and/or courses aimed at updating or deepening employees’ knowledge and/or skills, which are necessary for the performance of their current and/or future jobs in or outside the Arts Education sector.
 - c. developing activities to promote good industrial relations in the Arts Education sector.
4. The OAK is authorised to grant an employer full or partial exemption from the obligation to apply the Collective Labour Agreement for Arts Education with due observance of the provisions of Article 1:5.
5. The Standing Committee set up by the OAK is competent to hear disputes in accordance with the provisions of Article 10:1 of the CLA.

Article 12:2 Financing

1. Employers owe an annual contribution for the activities of the OAK.
2. Since 1 January 2019, the contribution amounts to 0.65% of the total wage in accordance with the definition of wage will as included in the Administrative Regulations, Annex 7, Article 1(7).
3. The contribution is collected by or on behalf of the OAK.

Chapter 13 - Dismissal and reorganisation

Contents

- A** Dismissal and benefit
- B** Ranking in case of reduction in hours and redundancy
- C** Standard redundancy plan for arts education
- D** Complaints Advisory Committee

A Dismissal and benefit

Article 13A: 1 – Deleted.

Article 13A:2 – Deleted.

Article 13A:3 - Transitional provision for top-up benefit

1. Employees with up to eight years of service who are dismissed or forced to reduce their working hours, which, under Article 13A:2 of the 2014-2015 Collective Labour Agreement for Arts Education, would entitle them to a top-up benefit, will receive a transition payment based on their actual number of years of service plus two notional years of service. In case of nine actual years of service, employees can claim their actual years of service plus one notional year of service for calculating the transitional payment.
2. The current transitional scheme for top-up benefits of Article 13A:3 is maintained and remains accessible to employees formally employed on 31 December 2016. Employees who entered employment on or after 1 January 2017 are no longer covered by the transitional scheme.

Article 13A:4 – Forced reduction in working hours and compensation

If the employer reduces the contractual working hours in accordance with Article 3:1(4) of the CLA by dismissing the employee for the total number of hours, while simultaneously offering an employment contract for a lower number of hours with the same conditions, any statutory severance pay is only due for the reduced number of working hours of the employee.

B Ranking in case of reduction in hours and redundancy

When jobs are lost for economic reasons, the employer requests written permission, in principle, from the Employee Insurance Agency (UWV), in accordance with Article 7:671a, paragraph 1, of the Dutch Civil Code. The redundancy criteria are generally determined in accordance with the provisions of Section 4 of the Redundancy Regulations⁵. The key element of this is the reflection principle set out in Article 11 of the Redundancy Regulations.

The dismissal of teachers for economic reasons does not go through the Employee Insurance Agency (UWV). In the Collective Labour Agreement for Arts Education, an independent, impartial committee has been appointed for this: the Sector Committee for Redundancy Criteria in Arts Education (*Sectorcommissie Ontslagvolgorde Kunsteducatie*, SOK). In accordance with Article 7:671a, paragraph 2, of the Dutch Civil Code, this committee will decide on requests for permission to terminate teachers' employment contracts for economic reasons, instead of the Employee Insurance Agency (UWV). This means that the dismissal of teachers for economic reasons goes through the SOK in all cases.

The regulations on determining the redundancy criteria in the case of (partial) loss of teachers' jobs for economic reasons are included in this Chapter 13B of the Collective Labour Agreement for Arts Education. For a number of specific economic reasons, criteria for teachers deviate in this CLA from the Redundancy Regulations (see Article 13B:2 – compartmentalisation and 13B:3 – organic decline).

Chapter 13B applies to all requests submitted by the employer during the term of the CLA. This also applies if the (further) handling of requests takes place after this CLA has ended.

⁵ Regulations issued by the Minister of Social Affairs and Employment of 23 April 2015, 2015-0000102290, laying down rules about redundancy and the transition payment (Redundancy Regulations).

The parties to the CLA will evaluate the effect of these different regulations during the term of this CLA. Following the outcome of this evaluation, it may be decided to adjust, continue, or terminate the different regulations according to this chapter. Upon termination, the agreements will apply at least until the end of the duration of the CLA.

Article 13B:1 - Principles for determining criteria for redundancy for economic reasons

1. Criteria for redundancy for economic reasons are determined according to the criteria of Section 4 of the Redundancy Regulations.
2. The committee will only rule if consent is needed when the employer and the employee are unable to conclude a settlement agreement.
3. Notwithstanding the provisions of paragraph 1, in the case of teachers, criteria for redundancy for economic reasons are determined in accordance with the criteria set out in Articles 2 and 3 of this chapter, if the circumstances described therein apply.
4. For the purposes of this chapter, 'teacher' means any employee for whom the element of teaching is included in the job description or employment contract.

Article 13B:2 - Deviating criteria for redundancy of teachers for economic reasons due to compartmentalisation

1. In accordance with the Redundancy Regulations, the reflection principle is applied per company, unless the company's activities are divided into several establishments (autonomous entities that are recognisable in society). In the latter case, the reflection principle is applied for each establishment.
2. If it has been demonstrably taken into account by the employer and works council/staff representative body in the annual compartmentalisation referred to in Article 5 of this chapter, then, in derogation of the provisions of paragraph 1 of this article, the reflection principle may also be applied for each location where the jobs are lost.
3. It is up to the employer and works council/staff representative body to determine what they mean by 'location'. A location may consist of several establishments, for example, if a municipality is considered a location. However, an establishment can also be divided into several locations.

Article 13B:3 - Deviating criteria for redundancy of teachers for economic reasons due to organic decline

1. The reflection principle does not apply in case of organic decline. 'Organic decline' means: reduced employment (vacancy) of a teacher due to fewer students showing an interest in an activity offered by the teacher in question.
2. In case of organic decline, the teacher suffering from the organic decline will be dismissed. This dismissal procedure can only start after long-term vacancy (organic decline) for more than six months. During these six months, the employer and the employee will have a joint responsibility:
 - a. the employer seeks and offers suitable work;
 - b. the employee invests in broad employability.
3. The dismissal will be effected only for the number of hours to which the organic decline pertains. This means that upon termination of the original employment contract, the employer will offer the teacher a new employment contract for the part of the agreed work not affected by the organic decline.
4. Provided the applicable conditions are met, the teacher will receive a transition payment for the number of hours the employee loses due to the organic decline.
5. When efforts by the employer and the teacher lead to reduction of the vacancy, this will result in proportional reduction of the scope of this teacher's dismissal or forced reduction in this teacher's working hours. New employment created by the teacher himself in consultation with the employer will benefit the teacher in question.

Article 13B:4 – Sector Committee for Redundancy Criteria in Arts Education (SOK)

1. A committee has been set up, called the Sector Committee for Redundancy Criteria in Arts Education (*Sectorcommissie Ontslagvolgorde Kunsteducatie*, SOK), which, instead of the UWV, is authorised to give permission to the employer to terminate a teacher's employment contract for economic reasons (Article 669(3)(a) of Book 7 of the Dutch Civil Code). In doing so, the committee will comply with the provisions of Articles 2 and 3 of this chapter.

2. The committee's organisation and working methods and the procedure before the committee are laid down in regulations, which are included in Appendix 5 to this CLA. The regulations form part of this CLA.
3. The committee is authorised to rule on all requests for permission to terminate a teacher's employment contract for economic reasons, submitted during the term of this CLA. This also applies if the (further) handling of requests takes place after this CLA has ended.

Article 13B:5 – Organisation and working methods

1. Every year, the system of compartments, i.e. which job falls into which compartment, is reviewed before 1 September, adjusted if necessary and adopted after consultation with the works council/staff representative body. The size and number of compartments depend heavily on the activities and size of the institution.
2. The order of redundancies per compartment will be determined at the time the final decision on reorganisation is made (reference date).
3. The age cohorts the employees fall into at the time the order of redundancies is drawn up will be indicated.
4. The employees are placed within the age cohorts according to seniority (= years of service) (LIFO).

C Standard redundancy plan for arts education

Article 13C:1 Definitions

In this Redundancy Plan, the following terms have the following meanings:

- a) **Employer:** an organisation as referred to in Article 1:2(1) of this CLA.
- b) **Employee:** an employee who is employed by the organisation for an indefinite period and to whom the CLA for Arts Education applies.
- c) **Trade unions:** the employees' organisations.
- d) **Vacant.**
- e) **Job:** all duties assigned to the employee. See also Appendix 3 of the Collective Labour Agreement for Arts Education, job descriptions.
- f) **Job level:** the assigned job scale, see Appendix 2 of the CLA for Arts Education.
- g) **Suitable job:** a job of equivalent level of professional and intellectual ability, which the employer can reasonably assign to the employee with respect to his personality, circumstances and the prospects existing for the employee. A suitable job is usually of the same job level as the old job, but can also be of a higher level or one level lower than the old job.
- h) **Allowances:** holiday allowance and end-of-year bonus in accordance with the CLA for Arts Education (Articles 4:3 and 4:5).
- i) **Alternative work:** this means equivalent work in the context of a suitable job or appropriate position (see Article 13C:1(f) and (g)).
- j) **Compartment:** a trade or field with more or less interchangeable jobs.
- k) **Order of redundancies:** the redundancy method within the compartment(s) to which the employee belongs, as defined in part b of Chapter 13.
- l) **Reorganisation** (including merger, or split-off): A reorganisation is any significant change in the organisation, as referred to in Section 25 of the Works Councils Act, that leads to downsizing, or relocation, or termination of activities, modification, or reduction of one or more jobs, redeployment of employees and/or redundancy.
- m) **Salary:** the gross monthly amount applicable to the employee in accordance with a line number of the salary scale applicable to his position.
- n) **Basis of calculation:** the basis of calculation for the top-up benefit is the recipient's most recent salary, plus the amount of the holiday allowance and end-of-year bonus, calculated over a month, to which the recipient was or would have been entitled on the day preceding his dismissal if he had fulfilled his duties. The basis of calculation will be adjusted each time according to the general salary changes agreed in this CLA.
- o) **Reflection principle:** reflection principle as applied by the UWV in accordance with its policy rules.

Article 13C:2 Scope of application for standard Redundancy Plan

1. The provisions of this standard Redundancy Plan apply to an employee employed by the employer for an indefinite period of time who is dismissed or forced to reduce his working hours as a result of reorganisation.
2. This standard Redundancy Plan may be deviated from at the level of an individual institution by agreement and with the consent of the unions.

Article 13C:3 Obligations of employer and employees

1. The employer and the employee(s) are obliged to cooperate fully in the implementation of this Redundancy Plan.
2. The employer is obliged to inform the OAK in good time about a proposed reorganisation.
3. In the event of reorganisation, the employer will inform the employees eligible for dismissal or forced reduction in working hours of the reason for, and the considerations behind, this reorganisation.
4. In case of disputes regarding the application of this Redundancy Plan, the employee may appeal to the Redundancy Plan Complaints Advisory Committee as described in part D of this chapter.

Article 13C:4 Notification of (partially) redundant position, dismissal

If it is determined that an employee will lose all or part of his job, the employer will notify the employee of this in a personal interview. The employer will confirm this notification in writing to the employee as soon as possible after the interview. The notification shall include the date of dismissal taking into account the statutory notice period.

Article 13C:5 Principles for redundancy criteria

For the provisions on the order of redundancies in the event of reorganisation, please refer to part B of this chapter.

Article 13C:6 Suitable work

1. The employer and the employee have a best-efforts obligation to look for suitable work.
2. The employer should alert the employee to an available suitable job and cooperate in maximising the employee's employability.
3. The employee should be flexible, open to an available suitable job and cooperate in maximising employability. If necessary, the employee must cooperate in his retraining or further training that will make the employee suitable for an available suitable job.
 - a) The salary of the employee redeployed to a suitable job at a lower scale level will be set at the same salary amount that the employee was earning at the time before the redeployment. During the first year of redeployment, the employee will keep his salary and will remain entitled to general salary increases and to any remaining periodic increases based on the scale of his former position.
 - b) The employer and the employee referred to in paragraph 1 will make every effort to redeploy the employee to a job at the former job level within the aforementioned year of redeployment. If the employee is offered a job at the old job level during that year and the employee does not accept it, the employee will lose entitlement to any remaining periodic increases based on the scale of his former position after that year.
 - c) For employees aged 50 or older at the time of redundancy, a salary retention period of two years applies, in derogation of paragraph 3, under a and b, of this article.

Article 13C:7 Promotion of internal and external mobility

1. An employee who has been given notice of dismissal or forced reduction in working hours as part of reorganisation will draw up a mobility plan in consultation with the employer.
2. The mobility plan contains individual agreements on guidance to another job within or outside the organisation, and/or on training, and/or on acquiring alternative income by other means.
3. Possible components of the mobility plan are:
 - a) a career scan;
 - b) the duration of the mobility plan;
 - c) a personal budget as referred to in paragraph 6;
 - d) agreements during the job placement period;
 - e) career tools that can be used;
 - f) outplacement;
 - g) guidance in the work-to-work process;
 - h) agreements on training;
 - i) agreements on traineeship/secondment/temporary employment;
 - j) planning of actions by the employer and the employee;
 - k) termination of the employment contract;
 - l) moment of evaluation;
4. The mobility plan shall be in writing.

5. The individual rights and the financial rights and facilities agreed in the mobility plan will remain in force after the termination date of the redundancy plan until the end of the term of the mobility plan.
6. In determining the employee's personal budget, the employer's financial possibilities and the employee's salary, the duration and extent of his employment and his personal circumstances, including age and the possibilities of finding a suitable job elsewhere, will be taken into account. This will also include the extent to which the employer and the employee have invested in the employee's development as referred to in chapter 6 of the CLA prior to the reorganisation. In accordance with Article 6:1(4) of the CLA, the costs incurred for sustainable employability, mobility and other activities aimed at strengthening the position on the labour market in line with the Work and Security Act may be set off against the transition payment under certain conditions. For employees with less than 10 years' service, there will be no set-off of any training costs against the transition payment.

Article 13C:8 Supplement to commuting expenses

Employees who accept a job or work elsewhere for which the commuting time exceeds 1.5 hours one-way based on the public transport travel planner will be paid the commuting expenses based on public transport, second class, per travel day during the first year of travel insofar as they exceed 1.5 hours and insofar as the new employer does not already provide for this. This amount will be calculated for the entire period after the end of the period in which the employee performs the job or work elsewhere, up to a maximum of one year, and paid in one amount afterwards.

Article 13C:9 Vacant

Article 13C:10 Right to return

If suitable vacancies arise within the employer's organisation within 26 weeks from the date of termination of the employment contract, former employees will be contacted about this before the vacancy is opened externally.

Article 13C:11 Buy-out of top-up benefit

At the recipient's request, the top-up benefit may be bought out in whole or in part.

Article 13C: 12 Hardship clause

1. If application of the standard redundancy plan for Arts Education in an individual case would lead to an unfair, unforeseen situation, the employer may, with the consent of the OAK, deviate from the regulations in favour of the employee. The different arrangement will be submitted to the OAK after agreement has been reached between the employee and the employer.
2. Pursuant to Article 1:5 of this CLA, the employer may be eligible for full or partial dispensation from the Standard Redundancy Plan if, in the opinion of the OAK, the terms and conditions of employment for the employees are sufficiently guaranteed and the terms and conditions of employment do not, in general, confer lesser entitlements on those employees than would result from application of the Collective Labour Agreement for Arts Education.
3. In those cases not provided for by the redundancy plan, the employer will act in the spirit of these regulations as a good employer.
4. The Complaints Advisory Committee associated with this Redundancy Plan will be notified when the hardship clause is invoked by the employee.

Article 13C:13 Redundancy Plan Complaints Advisory Committee

The employee may submit a written complaint about a decision of the employer regarding the application of this Redundancy Plan to the employer. The employer is obliged to seek advice on the complaint submitted from the Complaints Advisory Committee as described in part D of this chapter.

D Redundancy Plan Complaints Advisory Committee

Article 13D: 1 Composition

1. The Redundancy Plan Complaints Advisory Committee [organisation], hereinafter referred to as "the Complaints Advisory Committee", is composed of:

- a. one member to be appointed by the employer, not being an employee or board member of the employer;
 - b. one member to be appointed by the trade unions involved in this Redundancy Plan, not being an employee or board member of those trade unions, nor an employee or board member of the employer;
 - c. a neutral external chair chosen by mutual agreement between the above-mentioned members.
2. The members of the Complaints Advisory Committee are nominated by the employer for the duration of this Redundancy Plan. For each member, the parties may appoint one or more deputies in accordance with paragraph 1 of this article.
 3. The secretarial office shall be run by the employer.
 4. Any complaints submitted during the term of this Redundancy Plan will be dealt with by the Complaints Advisory Committee.

Article 13D:2 Secretary

1. The Complaints Advisory Committee is supported by an administrative secretary.
2. The administrative secretary is appointed by the employer.
3. The administrative secretary's duties include preparing the sessions of the Complaints Advisory Committee, taking care of the minutes of those sessions and ensuring that the advice is sent to the employer.

Article 13D:3 Costs

The costs related to the work of the Complaints Advisory Committee are borne by the employer

Article 13D:4 Procedures

1. The Complaints Advisory Committee sets its own procedures in compliance with these regulations.
2. The chair of the Complaints Advisory Committee determines the place where and the time when the objection will be heard.

Article 13D:5 Duties

1. The Complaints Advisory Committee advises the employer on the decision to be made on the complaint raised by the employee against a decision of the employer under the Redundancy Plan connected with these regulations.
2. The Complaints Advisory Committee issues its advice in writing to the employer within six weeks of receiving the complaint. It may, with the written approval of the employer, adjourn the issue of its advice for up to six weeks.
3. The advice contains the record of the hearing.

Article 13D:6 Complaints

With regard to the individual application of this Redundancy Plan by the employer, the employee may submit a written complaint to the employer within three weeks of the decision by the employer. The complaint will be submitted by the employer to the Complaints Advisory Committee as soon as possible.

Article 13D:7 Complaints handling

1. The employer will acknowledge receipt of the complaint in writing to the employee and provide the complaint to the Complaints Advisory Committee for its opinion as soon as possible.
2. The Complaints Advisory Committee will initially proceed with written consideration of the documents submitted.
3. If the Complaints Advisory Committee decides to hear the complaint orally, this hearing will take place no later than four weeks after submission of the complaint.
4. During the hearing, the employee concerned and the employer will be heard and may be assisted or represented by counsel.
5. The oral hearing will not take place in public, unless the Complaints Advisory Committee, having heard the employee concerned and the employer, decides otherwise.
6. The Complaints Advisory Committee will deliberate during a plenary meeting, which will not be public.
7. The members of the Complaints Advisory Committee and the administrative secretary are bound to secrecy.
8. The employer and the employee are obliged to give all requested cooperation to the Complaints Advisory Committee.

Article 13D:8 Advice

1. The Complaints Advisory Committee will rule on the admissibility or inadmissibility of the complaint submitted by the employee.

2. The complaint of an employee who has applied to the Complaints Advisory Committee will be declared inadmissible if the complaint was brought before the court before it was submitted to the Complaints Advisory Committee.
3. If, during the handling of the complaint, the employer and/or the employee take the complaint to court, the Complaints Advisory Committee will not handle the complaint any further.
4. The Complaints Advisory Committee will issue reasoned written advice on the employee's complaints arising from the individual application of the Redundancy Plan.
5. The advice will be signed by the chair of the Complaints Advisory Committee.
6. The advice of the Complaints Advisory Committee will be communicated in writing to the employer as soon as possible, but no later than three weeks after the deliberations. The Complaints Advisory Committee will provide the employee, the trade unions and the secretarial office of the OAK with a copy of the advice.

Article 13D:9 Decision on complaint by the employer

1. Within two weeks of receiving the advice of the Complaints Advisory Committee, the employer will send its decision on the complaint to the employee.
2. If the employer deviates from the advice of the Complaints Advisory Committee, the employer will notify the employee and the Complaints Advisory Committee in writing, giving reasons.
3. If the employee disagrees with the employer's decision on the complaint, he may apply to the competent court.

Chapter 14 - Transitional and final provisions

Article 14:1 – Term and amendment of the CLA

1. The Collective Labour Agreement for Arts Education is valid for the period from 1 January 2025 to 31 March 2026.
2. Termination by one of the social partners must take place no later than 1 month before the end of the CLA, failing which it will be deemed to have been extended by 1 year. However, until new agreements are reached by the parties, the CLA will remain valid for up to one year after the date mentioned above.
3. The parties may agree to amend this CLA during its term, provided there are particularly pressing reasons and the CLA adoption procedure is followed.

Appendix 1 – Articles of OAK pertaining to Article 12.1

Article 1

Name, registered office and duration

1. The Foundation's name shall be: *Stichting Overleg Arbeidsvoorwaarden Kunsteducatie* (Foundation for Consultation on Employment Conditions in Arts Education, hereinafter referred to as the "OAK").
2. The Foundation shall have its registered office in Utrecht, the Netherlands. It may have its office elsewhere.
3. The foundation shall be incorporated for an indefinite period of time.

Article 2

Objects

1. The objects of the Foundation are to promote, on behalf of all employers and employees falling within the scope of the Collective Labour Agreement for Arts Education (hereinafter referred to as "the CLA"), employment, training and development, good labour relations and working conditions in the Arts Education sector, as well as labour mobility in and outside the sector, as delineated by the scope of application of the CLA (hereinafter referred to as "the Sector")
2. The Foundation seeks to achieve these objects by carrying out (or allowing a third party to carry out) the following activities:
 - a. setting up and/or organising training and/or courses aimed at updating or deepening employees' knowledge and/or skills, which are necessary for the performance of their current and/or future jobs in or outside the Sector.
 - b. Providing information on the interpretation of provisions of the CLA;
 - c. Granting dispensation from the application of the CLA and/or its provisions;
 - d. Advising and settling disputes on the application of the CLA;
 - e. Conducting research and publishing such research or making it available on demand to employers and employees from the Sector.
 - f. Carrying out activities to increase labour participation;
 - g. Providing information on working conditions regulations and health and safety policies.
 - h. Providing information and advice on proper implementation of the Works Councils Act.
 - i. Coordinating, preparing, elaborating, implementing and supporting formalized consultations, other than collective bargaining, between social partners on behalf of employers and employees in the Sector;
 - j. Producing and publishing the CLA for the benefit of all employers and employees in the Sector.
 - k. Facilitating and supervising joint committees and working groups falling under the Foundation, with the exception of activities of the CLA editorial committee and the CLA consultations;
 - l. Providing employers in the Sector with a contribution towards the costs borne by the employer and/or employees and related to:
 - the training or courses referred to under a. for employees employed by the employer
 - the training, guidance and development to enhance labour mobility of employees employed by the employer
 - m. Supervising and coordinating the administrative activities and management of the Foundation.
 - n. Collecting (under its responsibility) the employer's contributions due to the Foundation under the CLA. This includes taking collection measures.
 - o. Giving instructions for an audit opinion which the Foundation needs in order to show its use of funds. The opinion should be drawn up by a registered accountant or accounting consultant with certifying authority.

Article 3

Capital

1. The Foundation's capital shall consist of:
 - a. the separated foundation capital;
 - b. employers' contributions and any employees' contributions under the CLA;
 - c. government contributions;
 - d. gifts, inheritances or bequests;
 - e. income from interest;
 - f. all income acquired in another manner.
2. Inheritances may only be accepted under the benefit of inventory.

Article 4

Spending of the capital

1. The capital referred to in Article 3 shall be used to finance or subsidise the activities referred to in Article 2(2).
2. The method of collection of contributions due to the Foundation shall be further regulated by the board by means of regulations.
3. The Foundation's capital shall be managed by the board. The board shall be responsible for administrative and asset management also if one or more of its tasks are delegated to an executive body.
4. To the extent that the Foundation's capital is available for investment, this capital may be invested by the board, subject to reasonable requirements for liquidity, return and risk allocation.
5. Ready assets, securities and/or monetary instruments shall be deposited in general commercial banks wherever possible.
6. The board shall determine the cost of managing the capital and the method of settlement.
7. For administrative and asset management purposes, the board may appoint an administrator under the responsibility of the Foundation.

Article 5

Board

1. The board of the Foundation shall be composed of equal numbers of representatives of the employers' and employees' organisations that are parties to the CLA. Only natural persons may be appointed board members.
2. The board shall have a minimum of four members, of whom
 - a. at least two members shall be appointed by operation of law by the board of the employers' organisation, which members are hereinafter referred to as employer board members; and
 - b. one member shall be appointed by operation of law by the board of each employees' organisation, which members are hereinafter referred to as employee board members.
3. A deputy board member may be appointed for each board member. Deputy board members shall serve on the board only in the current board member's absence.
4. Board members shall be appointed for a period of two years. Board members shall be eligible for immediate reappointment in accordance with paragraph 2.
5. If the number of board members falls below the prescribed number, the board shall remain competent provided it consists of at least one employer board member and one employee board member but shall take immediate action to fill the vacancy or vacancies. Interim vacancies shall be filled by appointment for the duration of the remaining term of the current board.
6. The board shall appoint an employer board member and an employee board member to act as chair and vice-chair alternately for a period of 12 months from 1 January. In the chair's absence, the vice-chair shall act as chair.
7. Board membership shall end:
 - a. upon expiry of the period of appointment, after which said board member shall no longer be a member of the board unless he is reappointed.
 - b. upon the board member's death
 - c. upon written notice of retirement from the board
 - d. if the organisation that appointed the member cancels the board membership.
 - e. if the employers' or employees' organisation that appointed the member ceases to be a party to a CLA signed after the appointment with a transitional period of three months from the time of signing of the most recent CLA.
8. The board may be assisted in the performance of its duties by a secretarial office.

Article 6

Powers of the board

1. Within the limits of the objects of the Foundation, the board shall be independently authorised to perform all acts and conclude agreements concerning the Foundation.
2. The board shall be authorised resolve to enter into contracts for the purpose of acquiring, encumbering or disposing of property subject to public registration.
3. The board shall be authorised to enter into contracts under which the Foundation commits itself as surety or joint and several debtor, warrants performance by a third party or provides security for a debt of another party.
4. The board may adopt and amend regulations to carry out its duties. Regulations may not contain any provisions that are contrary to these Articles or the law. Moreover, in order for any amendments to the regulations to enter into force, a complete copy of those documents or of the amendments thereto, signed by the board, must be deposited for public inspection at the registry of the District Court of Midden-Nederland.
5. Board members shall be bound to secrecy regarding all matters that come to their knowledge and of which they must understand the confidential nature.

Article 7

Board meetings

1. The board shall meet at least twice a year and also whenever the chair or two or more board members express a desire to do so.
The meetings shall be held in the Netherlands in the place as set in the notice convening the meeting.
2. A meeting shall be convened in writing, at least seven days in advance, not counting the date on which notice of meeting is given and that of the meeting. The notices shall, in addition to the time and place of the meeting, state the topics to be discussed.
3. If a board member agrees to this, the meeting may also be convened by means of a readable and reproducible message sent electronically to the address provided by the board member to the Foundation for this purpose.
4. Any board member may attend, address and vote at the meeting by electronic means of communication (including telephone), provided that the board member can be identified, can directly take note of the proceedings of the meeting and can participate in the deliberations. When the meeting is convened, the board shall announce which means of communication is available for the meeting in question and within which period before the meeting in question a board member must announce that he wishes to attend the meeting by electronic means of communication as referred to above.
5. The meetings shall be chaired by the chair. If the chair is absent, the board members present shall appoint a chair of the meeting. Until that moment, the meeting shall be chaired by the oldest board member present.
6. The secretary shall take minutes of the meeting. If the secretary is absent, a minute taker shall be appointed by the chair of the meeting. The minutes shall be adopted and signed by the chair of the meeting and the minute taker. The minutes shall then be kept for the secretary.
7. Members of the board may be granted compensation for attending a board meeting or similar meetings.
8. The board members holding office and those who have been invited by the board for that purpose shall have access to board meetings.

Article 8

Adopting resolutions and voting

1. To hold meetings and adopt resolutions, at least half of the number of board members shall be required, of which at least one employer board member and one employee board member.
2. The voting weight of the delegation consisting of employer board members and the delegation consisting of employee board members, respectively, shall be 50 percent each. Within the delegation consisting of employee board members, each employee board member shall have an equal number of votes, which add up to 50 percent.
3. Insofar as these Articles do not prescribe a larger majority, board resolutions shall be adopted by an absolute majority, with the exception of amendments to the Articles or the dissolution of the Foundation, for which resolutions shall be adopted in accordance with the relevant provisions of Article 10(1).
Regardless of the number of board members present at the meeting, the joint employer board members shall have as many votes as the joint employee board members. Blank votes shall be considered as not having been cast.

4. Voting on persons shall be in writing, business matters shall be decided orally. If the votes are equally divided, the motion is deemed to be rejected.
5. Unless one or more board members object, the board may also adopt legally valid resolutions outside a meeting, provided this is done in writing - which also includes e-mail. Such a resolution shall be equivalent to a resolution adopted at a board meeting and shall be ratified at the next meeting for reporting purposes.

Article 9

Representation at law and otherwise

1. The board shall represent the Foundation.
2. The authority to represent shall also be vested in the chair and vice-chair acting jointly.
3. The board may grant a (continuous) power of attorney to one or more board members, as well as to third parties, in order for them to represent the Foundation within the limits of that power of attorney.
4. The board shall report the granting of continuing authority to represent to the commercial register.
5. If a board member has a conflict of interest with the Foundation, the relevant board member shall not be authorised to represent it.

Article 10

Budget, income and expenditure, annual report

1. The board shall prepare an annual budget of income and expenditure in accordance with the activities listed in Article 2(2).
2. The draft budget of the Foundation shall be notified to the employers' and employees' organisations referred to in Article 5(1) each year prior to the financial year and shall be adopted by the board no earlier than one month thereafter.
3. To be eligible for a grant from the fund, an institution applying for a grant shall be required to submit a budget to the board in advance, in accordance with one or more of the activities listed in Article 2(2). Except for grants for activities whose costs are accounted for by means of an itemised invoice from a third party, an institution applying for a grant shall submit an annual certificate audited by a registered accountant or accounting consultant with certifying authority, on the use of the funds, which shall be itemised according to the applicable activity/activities listed in Article 2(2) and which shall form an integral part of the annual financial report of the Foundation.
4. Within six months of the end of the financial year, the board shall render account of the implemented policy to the employers' and employees' organisations referred to in Article 5(1). The report shall be specified in accordance with the activities listed in Article 2(2) and shall include a certificate from an external registered accountant or accounting consultant with certifying authority as appointed by the board. The report and the audit certificate must show that the expenditure was incurred in accordance with the activities listed in Article 2(2). The report and the audit certificate shall be deposited for inspection by the employers and employees involved in the Foundation at the offices of the Foundation and at one or more locations to be designated by the Minister of Social Affairs and Employment.
5. The budget, financial statements, annual report and audit certificate shall be public and shall be made available on request and against reimbursement of costs to employees and employers falling within the scope of the CLA and involved in the Foundation.

Article 11

Financial year

The financial year shall coincide with the calendar year.

Article 12

Amendment to the Articles and dissolution

1.
 - a. Resolutions to amend the Articles, as well as a resolution to dissolve the Foundation, may only be adopted by the board at a meeting specially convened for that purpose, at which at least four board members are present, and if at least two thirds of the valid votes cast at the meeting are in favour of it.
 - b. If the number of board members required to adopt a resolution is not present at the meeting, the board shall be reconvened within one month, but not earlier than after ten days. At that meeting, irrespective of the number of board members present, a resolution may be adopted on those motions which could not be adopted at the first convened meeting due to the board being incomplete, provided that at least one employer board member and one employee board member are present.

- c. Amendments to the Articles shall not come into force until a notarial deed has been drawn up. Moreover, in order for any amendments to the Articles to enter into force, a complete copy of those documents or of the amendments thereto, signed by the board, must be deposited for public inspection at the registry of the District Court of Midden-Nederland.
2. The Foundation may be dissolved by either the employers' organisation or the joint employees' organisations as referred to in Article 5(1), by means of a registered letter to the board, terminating or cancelling their cooperation with the Foundation.
In that case, the Foundation shall be deemed to be dissolved with effect from the end of the calendar year.
3. The board shall remain in office until the liquidation of the Foundation is completed and shall determine a purpose for its capital.
4. This purpose must be in accordance with the Foundation's objects as much as possible.

Article 13

Cases not provided for

The board shall decide in cases not provided for.

Article 14

Final provision

All cases not provided for by the law and these Articles shall be resolved by the board.

In these Articles, "written" or "in writing" shall also mean a readable and reproducible message sent electronically.

Appendix 2 – Salary scales pertaining to Article 4:1

As soon as the Collective Labour Agreement for Arts Education prescribes a regular pay increase, Cultuurconnectie will publish the pay scales adjusted accordingly on its website: www.Cultuurconnectie.nl/werkgeverszaken/CAO. Here you can also find the scales as they were before the last change made.

Classification of jobs based on Appendix 3 by scale

Libraries	General support	Facilities support	Technical	Education	Service & information	Administration & support	Information security	Implementation	Consultancy & development	Projects	Functional leadership	Management	Arts education
14												Strategic manager I	14
13												Strategic manager II	13
12									Development consultant I			Tactical manager I	12
11									Development consultant II	Project leader I		Tactical manager II	11
10									Development consultant III	Project leader II		Tactical manager III	10
9			Technical employee I	Education employee I			Information management employee I	Implementation specialist I	Development consultant IV	Project leader III	Coordinator I	Operational manager I	9
8			Technical employee II	Education employee II		Administrative & support employee I	Information management employee I	Implementation specialist II			Coordinator II	Operational manager II	8
7		Facilities employee I	Technical employee III	Education employee III	Service & information employee I	Administrative & support employee II	Information management employee III	Implementation specialist III			Coordinator III		7
6		Facilities employee II	Technical employee IV	Education employee IV	Service & information employee II	Administrative & support employee III	Information management employee IV	Implementation specialist IV					6
5		Facilities employee III	Technical employee V	Education employee V	Service & information employee III	Administrative & support employee IV							5
4		Facilities employee IV	Technical employee VI		Service & information employee IV	Administrative & support employee V							4
3	General support employee I												3
2	General support employee II												2
1	General support employee III												1

Please note: The classification of jobs was amended on 1 August 2022. The classification of jobs before 1 August 2022 can be consulted via this [link](#). Employees classified in the salary table will receive at least the statutory minimum wage applicable to their age.⁶

⁶ As of 1 January 2024, every employee, regardless of the number of hours worked per week, must receive at least the statutory minimum hourly wage as set by the government. Based on the annual hours standard as included in the collective labour agreement, the monthly test salary as of 1 January 2025 will be € 2,193.36 ((36 x 52 / 12) x 14.06). The government adjusts the statutory minimum wage twice a year: on 1 January and 1 July. The current amounts can be found at: www.rijksoverheid.nl/onderwerpen/minimumloon.

Rates for self-employed professionals

Using the FairPacct calculation tool for art professionals in cultural education and amateur art, you can easily set a suitable rate for self-employed professionals in accordance with the Fair Practice Code.

You can find this calculation tool at:

<https://rekentool.fairpacct.nl/rekentools/rekentool-kunstprofessionals-in-cultuureducatie-en-amateurkunst/>

This tool can be completed by workers and by employers.

The choice was made for a simple, uniform set-up, and all the important elements from this CLA, for example, have been included in the calculations. For background information, please see:

<https://fairpacct.nl/sfm-i-s-m-fairpacct-ketentafel-cultuureducatie-en-amateurkunst-fair-pay-praktijkinstrument-handreiking-tarieventool-voor-zelfstandige-kunstprofessionals-en-hun-opdrachtgevers-definitief/>

Note that it does not offer a (binding) recommended rate.

Salaries as of 1 January 2025 (gross per month, in Euros)

Scale	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Line 0	2,207	2,207	2,251	2,336	2,434	2,565	2,737	3,081	3,260	3,438	3,756	4,076	4,550	5,178	5,733
1	2,207	2,207	2,296	2,383	2,480	2,616	2,789	3,151	3,331	3,511	3,828	4,156	4,638	5,277	5,848
2	2,207	2,207	2,338	2,428	2,527	2,668	2,842	3,221	3,401	3,579	3,902	4,233	4,724	5,380	5,968
3	2,214	2,228	2,385	2,472	2,574	2,719	2,897	3,292	3,472	3,652	3,976	4,315	4,816	5,484	6,090
4	2,256	2,270	2,429	2,521	2,623	2,773	2,950	3,367	3,548	3,728	4,054	4,398	4,909	5,592	6,213
5	2,298	2,308	2,477	2,566	2,674	2,822	3,009	3,440	3,621	3,803	4,132	4,481	5,001	5,701	6,339
6	2,339	2,351	2,524	2,615	2,724	2,879	3,066	3,516	3,699	3,882	4,212	4,566	5,095	5,815	6,466
7	2,385	2,395	2,573	2,664	2,778	2,933	3,124	3,592	3,774	3,956	4,293	4,653	5,194	5,930	6,597
8	2,427	2,440	2,621	2,715	2,827	2,991	3,186	3,671	3,853	4,036	4,373	4,742	5,296	6,046	6,730
9	0	2,485	2,673	2,766	2,883	3,046	3,245	3,750	3,932	4,113	4,457	4,832	5,398	6,164	6,865
10	0	2,532	2,724	2,818	2,935	3,102	3,307	3,829	4,011	4,194	4,546	4,925	5,501	6,285	7,003
11	0	2,576	0	2,873	2,993	3,161	3,370	3,911	4,096	4,279	4,635	5,020	5,607	6,409	7,141
12	0	0	0	0	3,049	3,219	3,435	3,994	4,177	4,361	4,722	5,114	5,715	6,535	7,282
13	0	0	0	0	3,103	3,280	3,500	4,079	4,264	4,447	4,815	5,213	5,827	6,662	7,425
14	0	0	0	0	3,161	3,339	3,568	4,164	4,350	4,536	4,909	5,315	5,941	6,793	7,574
15	0	0	0	0	0	3,405	3,636	4,253	4,439	4,624	5,004	5,418	6,056	6,926	0
16	0	0	0	0	0	3,465	3,704	4,340	4,528	4,716	5,102	5,526	6,175	0	0
17	0	0	0	0	0	0	3,777	4,435	4,623	4,810	5,199	5,631	6,296	0	0
18	0	0	0	0	0	0	3,848	4,529	4,718	4,906	5,301	5,741	0	0	0
19	0	0	0	0	0	0	3,921	4,624	4,814	5,004	5,403	5,851	0	0	0
20	0	0	0	0	0	0	0	4,722	4,911	5,102	0	0	0	0	0

Salaries as of 1 January 2026 (gross per month, in Euros)

Scale	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Line 0	2,229	2,229	2,274	2,360	2,458	2,591	2,764	3,112	3,293	3,473	3,794	4,117	4,596	5,230	5,791
1	2,229	2,229	2,319	2,407	2,505	2,642	2,817	3,183	3,365	3,546	3,866	4,197	4,684	5,330	5,907
2	2,229	2,229	2,361	2,452	2,552	2,695	2,871	3,253	3,435	3,615	3,941	4,276	4,772	5,434	6,028
3	2,236	2,250	2,409	2,497	2,600	2,746	2,926	3,325	3,507	3,689	4,016	4,358	4,864	5,539	6,151
4	2,279	2,292	2,454	2,546	2,650	2,801	2,979	3,400	3,583	3,765	4,095	4,442	4,958	5,648	6,275
5	2,321	2,331	2,502	2,592	2,701	2,851	3,039	3,474	3,658	3,841	4,173	4,526	5,051	5,758	6,403
6	2,362	2,375	2,550	2,641	2,751	2,908	3,097	3,551	3,736	3,921	4,255	4,612	5,146	5,873	6,530
7	2,409	2,419	2,598	2,691	2,806	2,962	3,155	3,628	3,812	3,996	4,336	4,699	5,246	5,989	6,663
8	2,451	2,465	2,647	2,742	2,856	3,021	3,218	3,707	3,892	4,076	4,417	4,789	5,349	6,107	6,797
9	0	2,510	2,700	2,793	2,912	3,077	3,278	3,787	3,971	4,155	4,502	4,880	5,452	6,225	6,934
10	0	2,557	2,751	2,846	2,964	3,133	3,340	3,867	4,051	4,236	4,592	4,974	5,556	6,348	7,074
11	0	2,602	0	2,902	3,023	3,193	3,404	3,950	4,137	4,322	4,682	5,070	5,663	6,473	7,212
12	0	0	0	0	3,079	3,252	3,469	4,033	4,219	4,404	4,769	5,165	5,772	6,600	7,355
13	0	0	0	0	3,134	3,313	3,535	4,120	4,306	4,492	4,863	5,265	5,886	6,729	7,499
14	0	0	0	0	3,193	3,373	3,604	4,206	4,394	4,582	4,958	5,369	6,001	6,861	7,649
15	0	0	0	0	0	3,439	3,673	4,296	4,484	4,670	5,054	5,472	6,117	6,995	0
16	0	0	0	0	0	3,500	3,741	4,383	4,574	4,763	5,153	5,581	6,237	0	0
17	0	0	0	0	0	0	3,815	4,479	4,669	4,858	5,251	5,687	6,359	0	0
18	0	0	0	0	0	0	3,886	4,574	4,765	4,955	5,354	5,798	0	0	0
19	0	0	0	0	0	0	3,960	4,670	4,862	5,054	5,457	5,909	0	0	0
20	0	0	0	0	0	0	0	4,769	4,961	5,153	0	0	0	0	0

Appendix 3 - Job descriptions

Job descriptions and the job classification system before 1 August 2022 have ceased to apply. This information can be found in the earlier term of the Collective Labour Agreement for Arts Education in Appendix 3, part A, and can be consulted via this [link](#).

On 1 August 2022, the Arts Education sector introduced a new job classification system together with the Public Libraries sector: the Arts Education/Public Libraries job classification system. The system is based on generic descriptions of jobs. The job classification manual was amended in November 2024. The Arts Education/Public Libraries job classification manual dated November 2024 with the generic job descriptions can be found via: www.cultuurconnectie.nl. The salary scales are included in Appendix 2. Further explanation and clarification of the Arts Education/Public Libraries job classification system and its introduction can be found in the toolkit, which can be accessed via the websites of Cultuurconnectie and Stichting OAK.

Regulations 1: Regulations on introduction of Arts Education/Public Libraries job classification system

Article 1 Definitions

- a. Toolkit:
includes all relevant documents needed to introduce the Arts Education/Public Libraries job classification system. Examples are the job matrix, reading guide and basic scheme.
- b. Generic job description:
a generic job description that can be applied to different jobs by the organisation. It provides an outline description of the job.
- c. Specific job description:
this description presents specific elements and job requirements. It gives concrete substance to the generic job descriptions in the Arts Education/Public Libraries job classification system, e.g. interpretation of the organisational unit or area of work.
- d. Basic scheme:
this is a scheme for introducing the Arts Education/Public Libraries job classification system in the organisation, future maintenance and procedural rules.
- e. External complaints committee:
external committee set up by social partners to give an opinion if an employer and employee or works council jointly fail to reach an agreement.

Article 2 Introduction

The employer introduced the Arts Education/Public Libraries job classification system with effect from the new season: on 1 September 2022, but no later than on 1 January 2023.

Article 3 Procedure for determining generic jobs

The employer and the works council, staff representative body or staff meeting jointly decide which jobs from the generic job matrix from the Arts Education/Public Libraries job classification system (Appendix 2) will be applied in the organisation for the purpose of introducing the Arts Education/Public Libraries job classification system. If the employer and the employee participation body do not reach an agreement together, they may jointly submit the dispute to the external complaints committee in accordance with regulations 2.

Article 4 Procedure for classifying individual employees

1. After determining generic jobs, the employer classifies an individual employee's job, in a generic description from the generic job matrix. The employer uses the toolkit and basic scheme for classification purposes.
2. The employer notifies the employee of the job classification, both in an interview and in writing. This will include at least: the job description, job category, salary scale, step and a comparison with the current scale and description.
3. If an employee disagrees with the job classification, the employee can object to it. The procedure is set out in Regulations 2 External complaints procedure.

Article 5 Individual transitional provisions

Change of salary group:

- a. If the application of the new job evaluation system results in the employee being placed in a lower job scale, the employee will keep his current salary. The employee's salary will grow with the general increases under the CLA, up to the maximum of the former salary scale. The reference date of the maximum shall be the date of introduction of the Arts Education/Public Libraries job classification system. The maximum amounts applicable at the time of introduction are included here.

Maximum amounts of job scales (old) since 1 August 2022:

Scale	1	2	3	4	5	6	7	8	10	11	12	13	14	15
	2,035	2,171	2,305	2,442	2,704	2,981	3,396	4,125	4,471	4,746	5,154	5,559	6,132	6,722

b. If application of the new job evaluation system results in the employee being placed in a higher job scale, the employee will receive the next higher salary in the higher scale. If this salary is below the lowest step of the scale, the salary will be increased to step 0 of the higher scale.

Article 6 Procedure for disputes on classification

1. If an employee disagrees with his job classification, he must always consult his immediate manager about this first.
2. If the employee's objection remains after the consultation referred to in the first paragraph, consultations will be held between the employee, the manager and the person who classified the individual job within the organisation (HR and/or external expert). Following these consultations, the employer will give a response in writing, stating reasons.
3. If the employer and the employee do not come to an agreement together after application of the provisions of paragraphs 1 and 2 of this article, it will be possible to file a complaint with the external complaints committee, as described in Regulations 2: External complaints procedure.

Regulations 2: External complaints procedure

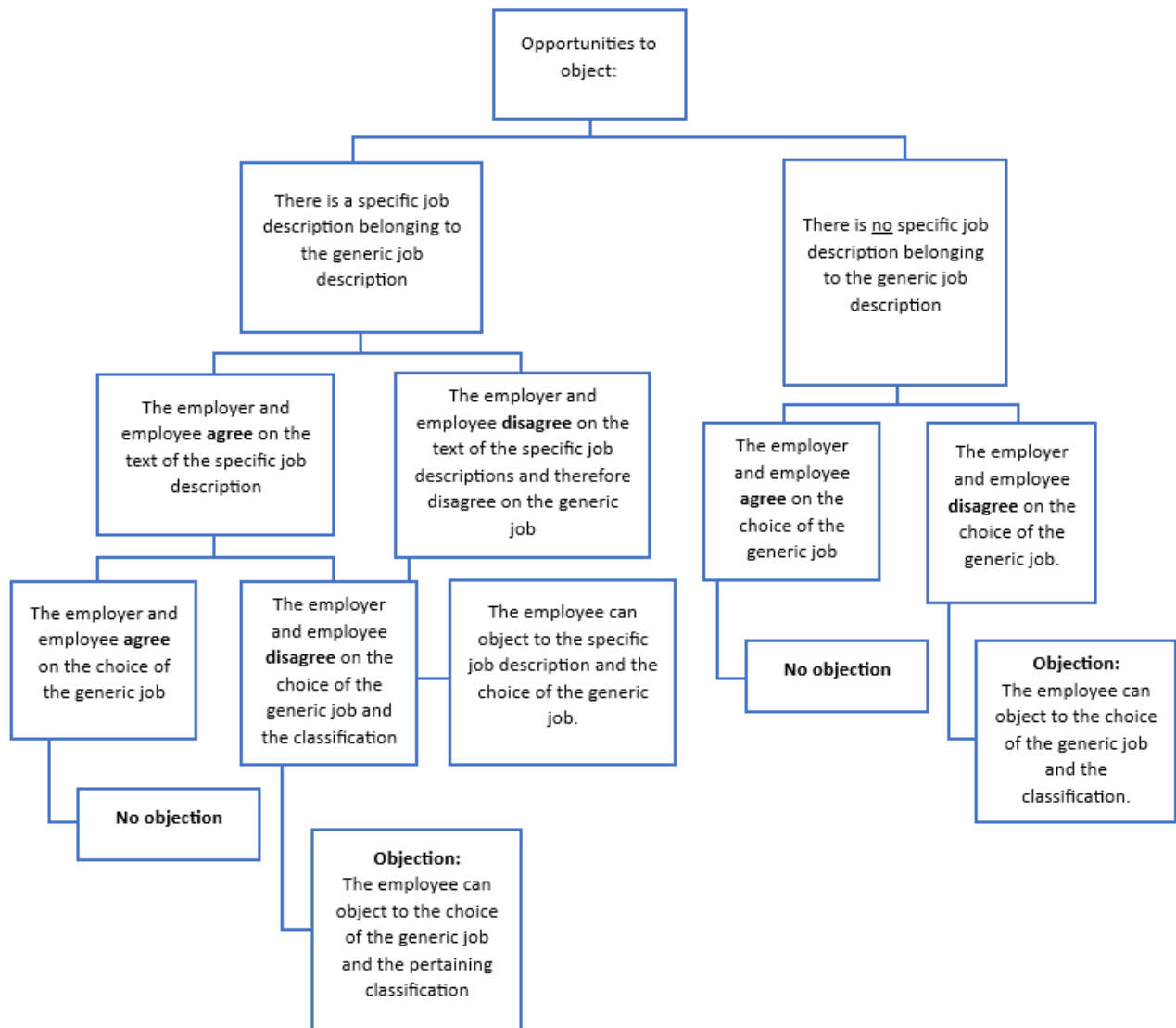
Article 1 Setting up an external committee

Once the employer and the employee have gone through the first two steps in accordance with Article 6(1) and (2) of Regulations 1: introduction of Arts Education/Public Libraries job classification system, an external committee may be asked for an opinion. The external committee shall be set up at the time of filing of a complaint.

Article 2 Grounds for filing a complaint

A complaint can be filed on the following grounds:

1. The employee disagrees with the procedure followed;
2. The employee believes that the job content in the job description (the specific job description belonging to the generic job description) does not correspond to the actual work and, as a result, the classification in the generic job classification system is incorrect;
3. The employee disagrees with the job classification established in the generic job;
4. The employer and the employee participation body together fail to reach agreement on what is described in Article 3 of Regulations 1: introduction of Arts Education/Public Libraries job classification system.



Article 3

Procedure

1. The employee may, within two weeks of receiving the employer's written substantiation, submit a reasoned complaint to the external committee. The employee will start the handling of the external complaint by submitting the complaint in writing, stating reasons, to the secretarial office of the external committee, hosted by Cultuurconnectie (to be contacted at cao@cultuurconnectie.nl).
2. The complaint will only be handled if the complaint is filed based on one of the grounds for filing a complaint referred to above in Article 2.
3. Upon receipt, the external committee will send a confirmation of receipt to the employer and the employee. The employer has the opportunity to respond in writing to the employee's complaint within three weeks of receipt.
4. The external committee shall act according to the following procedure:

Procedure	Composition
1. The external committee shall issue an opinion in a classification issue or if the employer has not responded in writing and with reasons during internal consultations as referred to in Article 6(2) of Regulations 1: introduction of Arts Education/Public Libraries job classification system. 2. The external committee may deal with complaints that relate to jobs of individual employees as well as to jobs of a group of employees who perform the same job. 3. The external committee will make a unanimous and binding decision and inform the employer and the person(s) concerned of its decision in writing within twelve weeks of receiving the complaint. The external committee will substantiate its decisions in writing. 4. The deadline mentioned under (3) may be extended in exceptional cases. The extension shall be communicated to the employee in writing, stating reasons.	The external committee shall have two system experts. One member shall act on behalf of the employers' organisation and one member shall act on behalf of the relevant trade unions. For its decision, the external committee may seek advice from the system holder.* * The system holder is Leeuwendaal. It can be reached at: 088 00 868 00.
5. The external committee shall give the employee(s) and employer(s) concerned an opportunity to be heard. The employee may be represented by third parties if necessary. The external committee may also call other persons it believes can contribute to the formation of a proper opinion.	
6. The costs of the external procedure will be borne by the employer.	

Appendix 4 – Complaints procedure in case of undesirable behaviour

GENERAL

The parties to this CLA emphasise that organisations are obliged, on the basis of the Working Conditions Act, among other things, to implement a policy aimed at preventing or limiting psychosocial work pressure if this poses a risk within the organisation. Part of this policy is, for example, a procedure or internal regulations on how to deal with a report of undesirable behaviour in order to arrive at an appropriate solution. For more information, please refer to the Occupational Health and Safety Catalogue for Arts Education.

The starting point of this complaints procedure is that the internal procedure is always followed first and that the complaints procedure is only invoked if this has not led to a suitable solution.

1 DEFINITIONS

In these regulations, the following terms have the following meanings:

1. Organisation: the relevant member organisation of Cultuurconnectie where the complainant or accused works.
2. OAK: Overleg Arbeidsvoorwaarden Kunsteducatie (Consultation on Employment Conditions in Arts Education)
3. Board/management: the board/management of the relevant member organisation of Cultuurconnectie.
4. Employee: the person who works at or for the organisation or performs activities. An employee is in any case understood to mean someone who works within the organisation on the basis of:
 - a. an employment contract
 - b. a contract for services/self-employed person
 - c. secondment
 - d. a volunteer contract
 - e. an agency contract
 - f. an internship agreement
5. Complaint: a written report to the complaints committee about undesirable behaviour by the organisation and/or an employee of the organisation.
6. Complainant: the employee, his legal representative or next of kin who files a complaint about undesirable behaviour.
7. Alleged perpetrator: the organisation or employee of the organisation about whom the complaint is made.
8. Complaints committee: the committee that handles complaints regarding undesirable behaviour.
9. Confidential counsellor: the confidential counsellor involved in the complaint.
10. Undesirable behaviour: Undesirable behaviour is defined as any behaviour that an employee experiences as unwanted, threatening and/or hurtful. In the event of undesirable behaviour, the employee's boundaries are exceeded.
11. Undesirable conduct, which includes:
 - a. Discrimination: any form of distinction, exclusion, restriction or preference that aims to or may achieve deprivation and/or subordination of an employee or groups of employees in the organisation because of his/her race, ethnic origin, age, disability, gender, sexual orientation and/or religious belief.
 - b. Sexual harassment: any form of verbal, non-verbal or physical conduct with a sexual connotation that has the purpose or consequence of undermining the dignity of the employee, in particular when a threatening, hostile, insulting, humiliating or hurtful situation is created.
 - c. Aggression and violence: incidents in which an employee is verbally and/or non-verbally harassed, threatened or attacked mentally or physically by another employee;
 - d. Bullying and teasing: all forms of intimidating behaviour with a structural character, of one or more employees (colleagues, managers) directed against an employee or group of employees who cannot defend themselves against this behaviour.

Both a colleague and a manager (employed or hired) can overstep the boundaries. Undesirable behaviour in the workplace results in employees being hindered in their work or in the activities for which they are present. Their performance may be jeopardised by this. In addition, long-term exposure can lead to severe psychological pressure and untenable work situations. Whether someone's behaviour is desirable or undesirable is judged by the person confronted with it.

2 PLACE, PURPOSE AND FUNCTION OF THE COMPLAINTS PROCEDURE

- a. The Complaints Procedure below has been drawn up as a guideline for the use of an independent Complaints Committee (hereinafter: the committee) that will investigate and assess complaints regarding undesirable behaviour.
- b. The Complaints Procedure contains a description of the composition of the committee, a definition

- of the duties and powers of the committee and a description of the procedure to be followed by the committee.
- c. Those who may lodge a complaint with the committee are persons employed by or carrying out work for organisations that are members of Cultuurconnectie.

3 COMPOSITION AND SUPPORT OF THE COMPLAINTS COMMITTEE

- a. The committee consists of at least two members and a minutes secretary.
- b. The committee members have a legal background and/or expertise and experience with the subject of undesirable behaviour.
- c. A member may not have any interest in the outcome of the proceedings and must treat the complainant and the alleged perpetrator on an equal footing.

4 DUTIES AND POWERS OF THE COMPLAINTS COMMITTEE

- a. The committee handles the complaint of a complainant and makes a reasoned decision as to whether the complaint is well-founded or unfounded based on the complaints procedure applicable to the committee.
- b. The committee is authorised to obtain all information from persons and bodies that played a role in the circumstances in which the allegedly undesirable behaviour took place, which it deems necessary in the context of and for the benefit of its activities. To this end, it can also hear those involved and summon witnesses and experts to be heard.
- c. If, after an initial orientation on a complaint, the committee is of the opinion that mediation could possibly provide a solution, it will make a proposal to this effect to the complainant and alleged perpetrator. If both parties agree to this, the mediation route will still be followed first.
- d. The committee will exercise the utmost care and confidentiality with regard to all substantive and personal information it becomes aware of in the performance of its investigative duties. The handling of personal data will be strictly in accordance with the GDPR.
- e. The committee is entitled and authorised to issue a conclusion to the organisation where the alleged undesirable behaviour took place.
- f. At the request of the board/management, the chairman of the committee may discuss the findings of the committee and the policy or possible measures to be taken with regard to undesirable behaviour with the board/management.

5 STATUS OF THE COMPLAINTS COMMITTEE

- a. The committee will be independent in the exercise of its powers and the performance of its duties. The committee and each of its members will carry out the necessary work on this basis without any instructions or consultation.
- b. In the event of (attempted) influence on a member of the committee, or on the committee as a whole, by any person involved within the relevant complaints procedure, the committee will notify the organisation where the alleged undesirable behaviour took place as soon as possible.
- c. In the event that the situation referred to in paragraph b occurs, the organisation where the alleged undesirable conduct took place will take immediate measures to ensure the necessary independence of the committee.

6 WORKING METHOD OF THE COMPLAINTS COMMITTEE

The committee only holds a full hearing. Each member of the committee is bound by a duty of confidentiality with regard to what is discussed during the hearings and the handling of cases behind closed doors.

7 SUPPORT AND FACILITATION OF THE COMPLAINTS COMMITTEE

- a. AN-i is the organisation from which the complaints committee operates, which office also provides the secretariat for the complaints committee. For more information, visit: <https://www.an-i.nl/klachtencommissie/>
- b. The secretariat of the committee works under the responsibility and authority of the chairman.
- c. The secretariat carries out all necessary work and is responsible for conducting the necessary correspondence for the committee, convening and scheduling meetings and maintaining the archives.
- d. The secretariat will immediately notify the chairman of any influence or attempted influence by any person or body other than the committee.

8 COURSE OF PROCEEDINGS OF THE COMPLAINTS COMMITTEE

8.1 Submission of the complaint

The complaint is submitted in writing to the organisation where the alleged undesirable behaviour took place. The organisation ensures that the complaint is received by the Complaints Committee within two working days. The complainant will receive a written acknowledgement of receipt from the secretariat of the Commission, after which the complaints procedure will commence.

8.2 Content of complaint; omission

- a. The complaint is signed and contains:
 - name, address, place of residence, (mobile) telephone number and email address of the complainant;
 - the personal details of the alleged perpetrator;
 - a description of: (if possible) time, place, nature and content of the behaviour, any steps already taken, any witnesses and evidence;
 - if necessary, the wish to use a language other than Dutch.
- b. The committee will inform the complainant of any omissions committed by him/her and invite him/her to rectify them within a period to be determined by the committee. If the complainant has not remedied the omissions committed by him/her within that period, the complaint may be declared inadmissible.

8.3 Simplified handling; opposition

- a. The committee may immediately dismiss the complaint if it considers that it is manifestly incompetent because the complaint is inadmissible.

The complaint is inadmissible if:

The complaint does not meet the definition of undesirable behaviour as referred to in Article 1a of these Complaints Procedure;

- the complaint has already been submitted to the Committee once before and dealt with by the Committee in accordance with this procedure;
- the complaint relates to undesirable behaviour that took place more than one year before the complaint was filed, unless there is a good reason why the complaint could not have been filed earlier by the complainant;
- the complaint has already been submitted to the judgment of a judicial authority by instituting proceedings;
- the undesirable behaviour is the subject of an investigation ordered by the public prosecutor or a prosecution is taking place, or the undesirable behaviour is part of the investigation or prosecution of a criminal offence for which an investigation or prosecution is underway;
- the complaint is filed anonymously and/or the alleged perpetrator is not named;
- no organisation or employee of an organisation is involved in the complaint as complainant or alleged perpetrator;
- in (other) cases where the Committee considers this necessary.

- b. The committee bases its decision solely on the documents relating to the complaint.

- c. No objection may be lodged against the decision referred to in the previous paragraph.

8.4 Withdrawal of complaint by the complainant

- a. The complainant reserves the right to withdraw the complaint. The complainant must do this in writing to the Committee, preferably no later than four days before the first hearing.
- b. If the complainant withdraws the complaint after that period, the alleged perpetrator is entitled to request the committee to rule on whether the complaint should be declared well-founded or unfounded.

8.5 Determining the place and time of the complaint handling

- a. The committee will determine as soon as possible the place and time at which the complaint will be heard. The parties will be notified of this in a timely manner. The aim is to hear both parties on the same day, the complainant in the morning and the alleged perpetrator in the afternoon.
- b. The hearing will take place at a location that is easily accessible to all parties and offers sufficient peace and discretion.
- c. The committee may, at its discretion, obtain any information it deems necessary for the purpose of providing evidence and request any documents relating to the complaint.
- d. Both parties receive the report of the hearing from the other party and can respond to it in writing.

9 COMPLAINT HANDLING

9.1 Challenge and immunity

- a. Before the hearing, any of the sitting members of the committee may be challenged by one or more of the parties to the complaint on the grounds of facts or circumstances which could hinder the formation of an impartial judgment by the member concerned. A member may also withdraw his/her membership on the basis of such facts or circumstances.
- b. The other sitting members of the Complaints Committee will decide as soon as possible whether the challenge or immunity will be granted. In the event of a tie, a challenge or immunity is required.
- c. In the above cases, the absent member will be replaced as soon as possible.

9.2 Assistance at the hearing; witnesses and experts

- a. The parties may be assisted at the hearing by an authorised representative or by legal counsel.

The costs of engaging an authorised representative or legal counsel will be borne by the complainant or the alleged perpetrator.

b. The committee may summon witnesses and/or experts ex officio or at the request of the parties.

The committee decides which witnesses and/or experts it specifically wishes to hear.

c. The starting point is that the complaints committee will in principle not hear witnesses who wish to remain anonymous in relation to the complainant and/or alleged perpetrator. An exception is only possible in cases where the complaints committee concludes that this request for anonymity is reasonable and compelling and that hearing the witness on an anonymous basis is necessary for proper complaint handling. After the witness has given his or her consent, the report of the hearing of the anonymous witness will be sent to the complainant and the alleged perpetrator, anonymised and without any data that can be traced back to the witness.

d. A witness who wishes to remain anonymous may submit a written request to the Committee for protection of identity. If the committee does not grant the request in writing and with reasons, the witness may withdraw at any time.

e. When hearing an anonymous witness, only the members of the committee, the minutes secretary and, at the request of the witness, a confidential counsellor are present. In exceptional cases, the anonymous statement can be given in writing. In that case, the committee has the opportunity to ask questions in writing. The report of the hearing will be anonymised.

9.3 Hearing; reports and notes; decision

a. The complaint will be dealt with in a closed session of the committee.

b. One of the members of the committee chairs the meeting. He/she gives each of the parties the opportunity to explain his/her position. In principle, the hearings of the complainant and alleged perpetrator will not take place in each other's presence unless the committee decides that both parties should be heard simultaneously.

c. The parties may amend the content of the complaint and the defence, as well as the grounds on which they are based, until the close of the hearing, unless the committee is of the opinion that the other party would be unreasonably disadvantaged by this amendment.

d. If, before the conclusion of the hearing, it appears that the investigation has not been complete, the committee may determine that the hearing will be continued at a time to be determined by the committee. In doing so, the parties may be given instructions regarding the evidence.

e. A report is made of each closed hearing and sent to those present at the hearing in question. Both the complainant and alleged perpetrator are requested to sign the report of their hearing in agreement and, if desired, to return it with annotations. The complainant and alleged perpetrator then have the right to see each other's reports of the hearings. In addition, the complainant and alleged perpetrator are informed of witness statements; this is done by means of a note of findings drawn up on the basis of the report of the hearing with the witness(es) concerned. This method ensures that the parties are aware of all available facts and positions.

f. Before the hearing is closed, the committee will announce when a decision will be made. This decision will be made within three weeks after the closing of the last hearing. This period may be extended by the committee by a maximum of three weeks if the original period does not allow sufficient time for the committee to make a well-founded decision. The parties will be notified of this in a timely manner.

10 CONFIDENTIALITY COMPLAINTS PROCEDURE

During the term and after the end of the complaints procedure, all parties involved are subject to confidentiality. Information about the ongoing procedure may only be shared with persons directly involved in the procedure.

11 HANDLING OF PERSONAL DATA

a. The Complaints Committee only collects and processes personal data that is necessary for issuing a judgment. When processing personal data, the committee ensures that the data is secured against loss and unlawful processing.

b. The Complaints Committee and the minutes secretary are obliged to maintain confidentiality of personal data insofar as the transfer of information is not necessary for the performance of the Complaints Committee's duties.

c. If the content of certain information is to remain exclusively for the attention of the Complaints Committee, this will be communicated to the Complaints Committee.

12 DELIBERATION, CONCLUSION AND REPORTING

a. The Complaints Committee deliberates and decides. Its conclusion is based solely on the documents provided, on what was put forward during the hearings and, provided that the other party is not prejudiced by this, on the documents subsequently submitted at or after the hearing.

b. The Committee's conclusion is dated and states:

- names and addresses of the parties and the names of their authorised representatives or counsel;
- the complaint;
- the grounds on which the conclusion is based;
- the conclusion;
- the names of the members of the committee.

c. The conclusion signed by the committee will be sent to the organisation where the alleged undesirable behaviour

took place.

d. At the request of the board/management, the external complaints committee can submit an anonymised report to the management of the organisation once a year on its activities.

13 REVISION OF A CONCLUSION

a. A conclusion of the committee may be revised at the request of either party on the basis of further facts or circumstances which, if known earlier, might have led to a different conclusion. A request for review will be submitted to the complaints committee for assessment, after which it will be up to the complaints committee alone to decide whether to reopen the proceedings.

b. Before the hearing is closed, the committee will announce when a decision will be made. This decision will be made within three weeks after the closing of the hearing.

This period may be extended by the committee by a maximum of three weeks. The parties will be notified of this in a timely manner.

15 ANNUAL REPORT

a. An annual report is drawn up by the committee.

b. This report will state, in an anonymised form and in compliance with the applicable legal provisions:

- the number of complaints received by the committee;
- the number of complaints deemed inadmissible, (partially) well-founded and unfounded;
- the nature of the complaints;
- statistical data on complainant and alleged perpetrators;
- the lead time of the advice;
- recommendations and trends.

c. The report will be published on the website of the OAK Foundation.

16 FINAL PROVISION

In all cases not provided for in this procedure, the committee will decide.

Appendix 5 – Regulations on Sector Committee for Deviating Redundancy Criteria under the Collective Labour Agreement for Arts Education, pertaining to Article 13B:4

Chapter 1: general provisions

Article 1: Definitions

In these Regulations, the following terms have the following meanings:

- a. committee: the impartial committee independent of the employer as referred to in Article 671a(2) of Book 7 of the Dutch Civil Code;
- b. CLA: the Collective Labour Agreement for Arts Education;
- c. employer: the employer bound by the CLA;
- d. employee: the employee who has an employment contract with the employer and is covered by the scope of the CLA;
- e. OAK: *Stichting Overleg Arbeidsvoorwaarden Kunsteducatie* (Foundation for Consultation on Employment Conditions in Arts Education).
- f. permission: permission to terminate the employment contract pursuant to Article 669(3)(a) of Book 7 of the Dutch Civil Code;
- g. request: a request for permission as referred to in Article 671a(2) of Book 7 of the Dutch Civil Code;
- h. redundancy regulations: the Regulations issued by the Minister of Social Affairs and Employment of 23 April 2015, laying down rules about redundancy and the transition payment;
- i. redundancy criteria: the redundancy criteria set out in Article 13B of the CLA.

Article 2: Duties of the committee

Social partners have set up a committee which, during the period as stipulated in the CLA, is authorised to give permission to the employer, instead of the UWV, to terminate the employment contract on the basis of Article 669(3)(a) of Book 7 of the Dutch Civil Code for the employees referred to in Article 13B of the CLA on the basis of the redundancy criteria mentioned in Article 13B.

Article 3: Composition of committee and secretarial office

1. The parties to the CLA shall appoint three committee members and at least three committee members to act as deputies. They shall be appointed for a term of office specified in the CLA, but at most until the end of the term of the CLA. If the CLA does not specify a term of office, the members are deemed to be appointed for the term of the CLA. A retiring member shall retain the power to consider a request that had already been submitted before the end of the term of office. A retiring member may be reappointed immediately.
2. Members of the committee shall be appointed as follows:
 - a. two members shall be appointed by the employers' association that is party to the CLA;
 - b. two members shall be appointed by the employees' associations that are parties to the CLA;
 - c. two members serving as chair and deputy chair shall be appointed by the board of the OAK on the nomination of the committee members in accordance with paragraphs 2a and b. The board of the OAK shall have a veto to refuse the nominated chair.
3. The composition of the committee shall be such that it has the specific expertise necessary for its duties. This means that each member of the committee shall have at least one of the following areas of expertise:
 - a. knowledge in the field of employment law in general and dismissal law in particular;
 - b. knowledge of employment and business processes within the arts education sector;
 - c. knowledge of financial reporting of business results;
 - d. knowledge of the arts education sector.

4. The committee's chair shall be independent of the parties to the CLA and shall have proven expertise in labour law in general and dismissal law in particular.
5. Each member of the committee shall serve independently and not bound by any mandate or instructions. Committee members shall not act as representatives ad litem before the committee or interfere - through litigants - in proceedings in which they are not acting as committee members.
6. Commission members shall notify the secretarial office of the committee of any ancillary positions they may hold immediately after their appointment as referred to in paragraph 2. Any change in ancillary positions shall be reported to the secretarial office without delay. A list of the ancillary positions of the committee members handling a dispute shall be sent at the request of (one of) the parties to the dispute.
7. The membership of a committee member shall end:
 - a. by virtue of a decision of the board of the OAK to that effect, based on a written reasoned opinion of the majority of the other committee members and deputy committee members;
 - b. by the expiry of the term for which that member was appointed;
 - c. by the written termination of the committee membership by that member;
 - d. at the time of the death of that member.

Article 4: Disqualification

1. A committee member shall not take a seat on the committee if the committee considers a request in which that member is or has been involved in any way in person or as part of his profession or in which that member has a personal or business interest.
2. Any member shall have the right at any time to be disqualified from the handling of a request due to a circumstance referred to in the first paragraph.
3. If a committee member is disqualified, he shall be replaced by another committee member appointed in the same manner as the member who disqualified himself.
4. If, at the time of the disqualification, the request is already being handled, the handling of the request shall be immediately suspended until a replacement member is appointed. In that case, the parties shall be notified in writing of the suspension and the appointment of a replacement member. A replacement should be appointed within 14 days.

Article 5: Challenge

1. The chair may be challenged if there are justified doubts about his independence or impartiality.
2. The other members may be challenged if there are justified doubts about the member's impartiality or independent functioning not bound by any mandate or instructions.
3. The challenging party shall notify the committee of the challenge, giving reasons, without delay.
4. As a result of the challenge, the proceedings shall be suspended. The other two members of the committee, after hearing the challenged member, shall decide as soon as possible whether to grant the challenge. If the votes are equally divided, the challenge shall be granted.
5. The decision on a challenge shall be made as soon as possible and communicated to both litigants and the committee member whose challenge has been requested, stating reasons. The decision shall first be communicated orally to the challenged member and parties and then confirmed in writing.
6. A subsequent challenge relating to the same committee member shall not be considered unless facts or circumstances are presented that became known to the challenging party only after the earlier challenge.

Article 6: Secretarial office

1. The board of the OAK shall set up a secretarial office to support the committee. The costs of the secretarial office shall be borne by the OAK.
2. The board of the OAK shall jointly appoint one or more persons as secretary. They shall also decide on the location of the secretarial office of the committee.
3. A secretary shall not be a member of the committee and shall have no vote in the committee's decision-making.
4. The board of the OAK shall determine the duties and procedures of the secretarial office. The secretary shall cooperate with the committee to discuss the practical implementation of the procedures. The committee may decide that the secretary will be present at the hearing and deliberations.

Article 7: Remuneration scheme and apportionment of costs

1. Members of the committee shall be paid a remuneration for handling a request and/or attending a session of the committee in accordance with the rules adopted by the board of the OAK.
2. The costs incurred by the committee shall be borne by the OAK.
3. The employer shall be liable to pay the OAK any costs for handling the case. The amount of the handling fee shall be set by the board of the OAK and published on the OAK website: www.stichtingoak.nl.
4. Litigants shall pay the costs of their representatives ad litem and experts, if any, themselves.

Article 8: Confidentiality

1. The committee members involved in the handling of a request shall maintain the confidentiality of all information of which they become aware in their capacity as committee members.
2. Dissemination of personal data outside the committee shall be allowed only with the consent of the parties.
3. A file relating to a request shall remain in the possession of the secretarial office and be retained for five years after the committee's decision, after which it shall be destroyed.

Chapter 2: Proceedings

Article 9: Submission of the request

1. The request shall be made by submitting a petition, including any annexes, to the secretarial office of the committee. In doing so, the employer shall also give its availability for the next ten weeks with a view to any oral hearing of the request.
2. The petition shall contain at least the following information:
 - a. the name and address of the employer;
 - b. the name, address details and date of birth of the employee to whom the request relates;
 - c. the date;
 - d. a description of the economic reason for the request;
 - e. an explanation of why the employee is eligible for dismissal under the applicable rules;
 - f. the employment contract;
 - g. the employee's employment commencement date;
 - h. a recent pay slip;
 - i. job description;
 - j. if present, the written notice of dismissal;
 - k. a redundancy plan or similar arrangement, if applicable;

- l. a list of compartments, which in any case includes the reference date, the group of interchangeable jobs to which the list of compartments relates, the total number of hours to be made redundant in the compartment, and the cohort to which the employee belongs;
 - m. the scope of the employee's job and vacancy in FTEs on the date of dismissal;
 - n. the scope of the employee's job in FTEs after redundancy has taken place;
 - o. any particularities applicable to the employee;
 - p. the redundancy scheme used by the institution;
 - q. the agreed working hours;
 - r. the holiday periods and the holiday schedule in the current calendar year;
 - s. the number of teaching weeks per course year;
 - t. the start and end dates of the course year;
 - u. the total number of lessons to be provided to students;
 - v. the total number of lessons to be provided during other courses.
3. The committee shall confirm receipt of the request to the employer as soon as possible, also indicating which committee members will handle the request.
 4. If the information and documents provided are insufficient for assessing the request, the committee shall give the employer the opportunity to supplement the request within eight days of the date of notification thereof. This period may be extended by the committee if special circumstances make it necessary.
 5. Upon submission of the request by the employer, the employer shall pay the OAK an advance of €2,500 per employee for handling costs as referred to in Article 7(3). Only after receipt of this advance will the request be processed. If the actual costs turn out to be higher than the advance, the relevant employer will receive an invoice for this. If the cost turns out to be lower, a credit invoice will be issued.

Article 10: Defence, a possible hearing and further proceedings

1. Upon receipt of a complete request and the advance payment of the handling fee, the committee shall notify the employee, stating the date of receipt of the request and enclosing a copy of the request, including any annexes. The committee shall also notify the employee of the committee members who will handle the request. The date of receipt shall be the date of receipt of the complete request by the committee's secretarial office.
2. The committee shall give the employee the opportunity by to submit a written defence within 14 days from the date of the notification. In his defence, the employee shall state his availability for the next eight weeks with a view to any oral hearing of the request.
3. The committee shall inform the parties in writing of the further course of the proceedings within eight days of receiving the defence or the expiry of the deadline for submitting the defence. The committee may request the parties to provide additional information or documents within a period to be determined by the committee or give them the opportunity to respond in writing to each other's views. The committee may, in addition or otherwise, also order a hearing of the request.
4. A hearing shall in any case take place if requested by one of the parties.
5. Notice of the hearing shall be sent by the secretarial office at least eight days before the hearing, taking into account as far as possible the availability stated by the parties.
6. At the hearing, the employer and the employee shall have the opportunity to explain their positions and respond to each other's views in more detail. The committee shall determine the hearing order.
7. The hearing shall be a closed hearing. The parties may be assisted by their representatives ad litem.
8. The committee may also, at the request of either or both parties, hear witnesses and experts at the hearing. Such a request must be made at least eight days before the hearing and sent simultaneously to the other party. If the other party wishes to oppose the request, the other party must respond within four days.
9. A party who has failed to comply with the notice to appear without good reason may not rely on their own absence in order to give an oral explanation later. Whether a good reason exists shall be determined by the committee. The committee may draw such conclusions from a party's failure to appear as the committee deems advisable.
10. The committee may rule that a further written round is necessary after the hearing or give the employer or employee the opportunity to further define their positions in writing. If a party is

given a further opportunity to submit documents, the other party shall always be given the opportunity to respond to those documents within eight days.

11. The time limits set in this article may be extended by the committee ex officio or at the request of one party or both parties jointly if, in the opinion of the committee, special circumstances so require. An initial joint request for extension shall always be granted.

Article 11: Decision on the request

1. The committee shall decide on the request no later than fourteen days after receipt of the defence or no later than fourteen days after the hearing or final written round.
2. The committee shall have the power to decide on a request only if all its members are involved in the deliberations.
3. Committee deliberations are not public and communications made during deliberations are secret. The committee shall decide by a majority of votes.
4. In its opinion, the committee shall consider at least the following:
 - a. the provisions of or pursuant to Article 671a of Book 7 of the Dutch Civil Code;
 - b. the Redundancy Regulations with the exception of section 4; and
 - c. the redundancy criteria set by the parties to the CLA.
5. The committee may rule:
 - a. that it lacks jurisdiction or that the employer's request is inadmissible; or
 - b. that permission is given to the employer to terminate the employee's employment contract. The committee may attach conditions to this termination; or
 - c. that no permission is given to the employer to terminate the employee's employment contract.
6. If it becomes apparent from a request or during the handling of the request that a prohibition of termination as referred to in Article 670(1) to (4), and (10), of Book 7 of the Dutch Civil Code, or a prohibition of termination similar in nature and scope to these prohibitions of termination in another statutory provision applies, the committee shall not grant permission unless it may reasonably be expected that the prohibition of termination will no longer apply within four weeks of the day on which the committee decides on the request.
7. The decision on the request shall be issued simultaneously to the employer and the employee in writing, stating the date on which the complete request was received.
8. The decision shall be substantiated and shall in any case include:
 - a. the relevant facts;
 - b. the substance of the request;
 - c. the substance of the defence;
 - d. whether any pleas of admissibility succeed or fail;
 - e. the committee's substantive assessment;
 - f. whether a prohibition of termination or other circumstance preventing the requested permission applies;
 - g. the decision made, and
 - h. the decision shall be signed by the committee's chair or deputy chair.
9. If the committee grants permission to terminate the employment contract, this permission shall be valid for four weeks from the date of the decision on the request.
10. The period set in the first paragraph of this article may be extended if, in the opinion of the committee, special circumstances so require. The parties shall be notified accordingly.

Article 12: Withdrawal of a request

1. The employer who submitted a request may withdraw the request in writing, or orally at the hearing. The committee shall confirm such withdrawal in writing to the parties.

2. If a request is withdrawn, the employer shall pay the costs incurred by the committee in accordance with the provisions of Article 9(5).

Article 13: Translation and summary of information provided

If any information or documents provided by the parties in the proceedings are in a foreign language and a translation thereof is necessary for the assessment of such information, the committee may decide not to include such information or documents in the assessment of the request, provided that the party submitting such information or documents has had the opportunity to supplement it with a translation within a period to be determined by the committee.

Article 14: Protection against dismissal of committee members

Committee members who have an employment contract with an employer that is bound by the CLA, or an employees' association or an employers' association, which is party to the CLA, shall enjoy the same protection against dismissal as employees listed in Article 670(10) of Book 7 of the Dutch Civil Code.

Article 15: Implementation of procedures

1. The procedure shall be digital in principle. All correspondence shall be conducted through a digital procedure established by the committee and published on the OAK website and carried out by the secretarial office.
2. Upon request, the committee shall give a party the opportunity to submit written documents. In such a case, the committee shall determine the postal address to be used.

Article 16: Reporting by the committee

1. The parties to the CLA shall promote the publication of committee rulings in anonymous form, together with a summary.
2. Once a year, the committee shall draw up an annual report on the requests handled by it under Article 671a of Book 7 of the Dutch Civil Code. In the annual report, the committee shall state at least its composition, and:
 - (i) the number of requests made,
 - (ii) the number of requests for permission granted
 - (iii) the number of requests rejected,
 - (iv) the number of requests declared inadmissible,
 - (v) the average processing time of a request.The annual report shall be sent to the board of the OAK no later than 3 months after the end of the calendar year.

Appendix 6 – Regulations on Standing Committee, pertaining to Article 10:1

Article 1 - Composition

The board of the OAK shall appoint the members of the Standing Committee.

Article 2 - Chairmanship

1. The Committee shall appoint by majority vote a chair and a deputy chair from among its members, subject to the provisions of the following paragraphs of this article.
2. The positions of chair and deputy chair shall be alternately held by one of the employers and one of the employee members.
3. The term of office of the chair and deputy chair respectively shall be one calendar year.

Article 3 - Duration of the membership

1. The members and deputy members of the Committee shall serve for an indefinite period.
2. Vacancies shall be filled by the relevant organisation within one month of their occurrence.

Article 4 - End of the membership

Membership of the Committee shall end:

- a. upon resignation;
- b. upon the member's death;
- c. following a statement from the organisation that made the appointment that the person is no longer a member;
- d. when the organisation that made the appointment is no longer a party to the CLA.

The relevant statement should mention the date of resignation. If the date of resignation is not mentioned, membership will continue until a specific date has been set.

Article 5 - Secretariat

1. The Committee's secretariat shall be provided by the secretarial office of Stichting OAK.
2. The secretariat shall be located at:
Actor, Pompmolenlaan 10c, 3447 GK Woerden

Article 6 - Consultations and voting

1. The Committee shall only hold consultations and make a decision if at least four members are present.
2. In the event of unequal attendance, each member shall cast as many votes as are present from the other party members.
3. The Committee shall make its decisions by simple majority of votes and shall issue its opinions in writing, stating reasons.
Blank votes shall be considered as not having been cast.
4. In the event of a tied vote, except in the case of dispute resolution, to which the provisions of Article 13 Regulations apply, the decision will be postponed until the next meeting. If, during the further consultations to be held, the votes are again tied, the employers' association and the trade unions, social partners, shall be asked to jointly appoint a third independent person.

Article 7 - Additions, changes in job classification and job title

1. Any advice to social partners on additions and changes to job classification and/or job titles may be given by the Committee both unsolicited and on the proposal of the employers' association and each of the trade unions.
2. Any proposals by the employers' association and/or trade unions shall be submitted in writing to the Committee's secretarial office, accompanied by a proper explanation.

Article 8 - Handling of disputes

1. Any disputes as referred to in Article 10.1 of the CLA shall be submitted in writing to the Committee's secretarial office by the disputing parties.
2. This application should be accompanied by a proper explanation, stating the names and addresses of the parties, namely the claimant and the other party, the facts and circumstances that gave rise to the dispute, the conclusion to be drawn from them in the claimant's opinion, and the advice requested from the committee on that basis. The claimant undertakes to accept the Committee's advice as binding.
3. The secretarial office shall immediately inform the other party of the request by sending a copy of the application.
4. The other party shall be entitled, within 14 days after the secretarial office has sent the application, to express its views in writing, stating the grounds on which the requested advice is contested. The other party undertakes to accept the Committee's advice as binding.
5. The secretarial office shall promptly send a copy of the defence referred to in the preceding paragraph to the applicant.
6. After the exchange of the documents referred to in the preceding paragraphs, the disputing parties shall be entitled to submit their views to the secretarial office once again, both of them observing the period of 14 days, after which they can no longer submit their views in writing.

Article 9

The Committee shall have the power to grant derogations from the time limits mentioned in Article 8.

Article 10

1. Either party to the dispute shall have the right to notify the Committee, either in the written documents or within seven days of the end of the exchange of the written documents, that a further oral explanation of the position taken is appreciated.
2. In that case, the Committee shall also allow the other party to give an oral explanation and shall set the place, date and time for the oral hearing. The secretarial office shall notify both parties and the Committee's members and deputy members.
3. Each of the disputing parties shall be authorised to bring one or more witnesses and/or experts to the oral hearing of the dispute in order for them to be heard by the Committee. The name, place of residence and position of the witnesses or experts to be brought to the oral hearing should be notified to the secretarial office at least 14 days before the date of the oral hearing, in order for the other party to be informed thereof.

Article 11

Before making a decision, the Committee shall have the power to obtain further information both from the parties and from third parties. The Committee shall be authorised to give parties, witnesses and experts notice to appear at the meeting in order to give a further explanation. Such notice should be given one week before the date of the meeting.

Article 12

A Committee member who is directly involved in the dispute shall not participate in the handling of the dispute.

Article 13

In the event of a tied vote, the decision shall be postponed until the next meeting. If, during the further consultations to be held at that time, the votes are again tied, the Committee shall refrain from issuing advice and the disputing parties shall have the right to submit the dispute to the civil court for a decision.

Article 14

1. The advice shall be issued in writing to the disputing parties, signed by the chair, the deputy chair and the secretary. A copy of this advice shall be sent to the Committee members.
2. The advice shall state the date on which the Committee's advice takes effect.

Article 15

In matters not provided for by the regulations, the Committee shall determine its own course of action.

Article 16 - Changes to the regulations

These regulations may be changed by social partners.

Appendix 7 – Administrative regulations, pertaining to Article 12:1

Article 1

DEFINITIONS

1. Foundation: *Stichting Overleg Arbeidsvoorwaarden Kunsteducatie* (Foundation for Consultation on Employment Conditions in Arts Education);
2. Board: the Foundation's board
3. CLA: the Collective Labour Agreement for Arts Education
4. Employer: the employer as referred to in Article 1:1(1)(cc) of the CLA;
5. Employee: the employee as referred to in Article 1:1(1)(dd) of the CLA;
6. Organisation: the directly or indirectly subsidised body incorporated under private law that carries out activities in the field of arts education, including dance schools, youth theatre schools and circus schools.
7. Wage subject to social insurance contributions: total wage for wage tax purposes
 - a. The wage subject to social insurance contributions includes the annual salary excluding the deducted pension contributions (12 x monthly salary or 13 x 4-weekly salary) plus:
 - Holiday allowance
 - End-of-year bonus
 - Deputising allowance
 - Overtime or other working time-related compensation or allowances, e.g. compensation for working on Saturdays and Sundays
 - Payment of plus hours upon termination of employment
 - b. Wage subject to social insurance contributions does not include commuting allowances, business trips, study costs or allowances from or related to former employment such as top-up benefits, severance or transition payments, wages from a redundancy plan and additional tax liability for lease cars.
8. Administrator: Actor
9. Articles: the Foundation's Articles;
8. Regulations: these regulations.

Article 2

CONTRIBUTION

1. The employer shall owe an annual contribution for the benefit of the Foundation pursuant to Article 12:2(1).
2. This annual contribution shall be the applicable - percentage for that calendar year - of the total wage subject to social insurance contributions of the previous year of the employees employed by the employer. The percentage is included in Article 12:2(2) of the CLA.

Article 3

LEVY OF THE CONTRIBUTION

1. The contribution shall be levied by the administrator.
2. The employer shall be obliged to submit to the administrator, upon the administrator's request to that effect, within 30 days of the date hereof and in the manner determined by the administrator, a statement of the wage subject to social insurance contributions and such other information as the administrator deems necessary to determine the contribution due. The costs of gathering and providing the necessary information shall be borne by the employer.
3. If the employer fails to provide the necessary information to the administrator, or fails to do so in time or in full, the administrator shall be authorised to determine the contribution on a flat-rate basis.
4. Organisations that have no wage bill in the previous year should provide an estimated wage bill for the first contribution year. This estimated wage will shall be corrected retrospectively based on the actual wage bill

Article 4

PAYMENT OF THE CONTRIBUTION

1. The employer shall be obliged to pay the contribution to the Foundation.
2. The administrator shall send an invoice or advance invoice for this purpose on behalf of the Foundation.
3. Payment must be made within 30 days of the invoice date into the bank account designated by the administrator.
4. In case of late payment, the entire amount of the advance invoice becomes immediately due and payable.
5. If the invoice is not paid in time, the employer shall be in default by the mere expiry of the period referred to in paragraph 3 without further notice of default being required. The Foundation shall then be authorised to claim:
 - a. the applicable statutory interest (for commercial transactions) on the amount due from the due date;
 - b. compensation for extrajudicial collection costs, without prejudice to other costs incurred by the prosecution under the law. The extrajudicial costs amount to 15% of the amount due, with a minimum of € 50.
6. Any complaints regarding the amount of an invoice must be submitted to the administrator in writing, stating reasons, within 14 days of the invoice date. Any complaints submitted later and complaints not submitted in writing will not be considered. A complaint regarding the amount of an invoice or any other complaint against the Foundation shall never give the employer the right not to pay or to suspend payment. The provisions of paragraphs 1 to 5 shall apply and continue to apply *mutatis mutandis*.
7. The payments made by the employer always serve to first settle any outstanding interest and costs and then to settle the due and payable invoices that are outstanding longest. This is no different if the employer states that the payment relates to a later invoice.
8. At all times, the employer can only pay to the Foundation in discharge of its obligations.
9. The employer cannot claim any set-off.
10. In case of liquidation, insolvency, bankruptcy or suspension of payments of the employer, all claims of the Foundation against the employer will be due in full and immediately.

Article 5

FINANCING

1. The board may decide to finance activities referred to in Article 2(2) of the Articles in whole or in part. A resolution to this effect shall always be adopted on the basis of a motion by one or more board members or on the basis of a request from an institution applying for a grant, other than an employer or employee.
2.
 - a. A request for financing from an institution applying for a grant should relate to one or more projects in any calendar year appropriate within or for the benefit of the activities referred to in Article 2(2) of the Articles.
 - b. A request for financing shall include a budget concerning the spending of the requested funds specified in accordance with the activities referred to in Article 2(2) of the Articles.
 - c. A request for financing must be submitted to the Foundation's board by 1 October of the year preceding the year to which the request relates. The board may set further formal and/or other requirements on the request.
 - d. The board shall decide on the request for financing. Any request that does not or does not fully comply with the conditions referred to in paragraph 1 shall be rejected.
 - e. If the request for financing is granted, the funds will be disbursed as an advance in instalments and amounts to be determined by the board.
 - f. Every year, before 1 April of the year following the year to which the grant relates, the institution receiving the grant must submit to the board an account of how the grants have been spent, broken down according to the activities referred to in Article 2 of the Articles, audited by a registered accountant or accounting consultant with certifying authority. The audit certificate should be accompanied by a substantive report. The board may set further formal and/or other requirements on such reporting.
 - g. If the institution receiving the grant fails to meet the obligations or conditions referred to in f. in full or in time, the board may decide to recover all or part of the funds provided as an advance.

3. a. The board may decide to provide employers with a contribution towards the costs as referred to in Article 2(2)(l) of the Articles.
- b. In that case, the board shall adopt regulations relating thereto, which shall determine the conditions under which the contribution may be claimed.

Appendix 8 – Notes on sixth day of leave, in Article 5.1

In the 2024 Collective Labour Agreement for Arts Education, social partners agreed to give an extra day of leave in connection with public holidays, resulting in a standard annual job load of 1648.8 hours instead of 1656. Social partners also indicated that this day of leave can be taken by an employee on a day that suits the employee's own beliefs and/or a day that is important to the employee. For a full-time employee, this means that the sixth day of leave regulation actually entails an extra free day to the value of 7.2 hours. In that case, it can be easily linked to a day that suits the employee's own beliefs. The extra day of leave for a part-time employee should be looked at carefully, as it is given pro rata to the scope of the contract of employment, and many part-time employees in education do not have a regular working week spread over the year.

In the 2025 Collective Labour Agreement for Arts Education, social partners have amended the Article, which now states that the sixth day of leave in connection with public holidays can be made available for taking a day that suits the employee's own beliefs and/or a day that is important to the employee.

As the Arts Education sector works with standard annual job loads and there are many part-time contracts of employment, an explanation is given below through which social partners want to ensure that each employee can actually benefit from this extra day of leave in connection with public holidays, regardless of the scope of their contract of employment.

Social partners have two routes in mind for dealing arithmetically with the extra day of leave. Each employee works less for the same amount of money, so the hourly wage is raised slightly, or else each employee gets a slightly higher appointment. Details of both routes are given below.

- 1 The individual percentage of the contract of employment remains the same, but an agreement is made about which hours are not worked (which activities are not carried out). That means working less for the same income. For example: Beforehand, an employee on a contract of employment of 0.25 FTE worked 414 hours on an annual basis. Due to the sixth day of leave, that 414 is divided by 1.0043668, equalling 412.2 hours.

For instance, a teacher gives one lesson less, misses an activity or meeting, or does not carry out a certain task. If this is not possible, because all the work simply has to be carried out, then the difference is incorporated in the annual job load as extra time to be paid.

2. The individual percentage of the contract of employment is adjusted upwards by a percentage of 0.43668%. That means doing the same work for a slightly higher income. An example calculation: An employee on a contract of employment of 0.2 FTE gets a contract of employment of 0.2×1.0043668 , resulting in 0.20087 FTE.

Relevant addresses

ABP

Postbus 4804
6401 JL Heerlen
T 045 579 60 70
W www.abp.nl

AVV

Europalaan 400
3526 KS Utrecht
T 070-4442140
E info@avv.nu
W www.avv.nu

Markt II Joint Sectoral Committee

c/o Social and Economic Council (SER)
Bezuidenhoutseweg 60
Postbus 90405
2509 LK The Hague
T 070 349 9561
E info@bedrijfscommissie.nl
W www.bedrijfscommissie.nl

Cultuurconnectie, trade association for cultural education, amateur art and adult education

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E CAO@Cultuurconnectie.nl
W www.Cultuurconnectie.nl

Kunstenbond

Oostenburgervoorstraat 152
1018 MR Amsterdam
T 020-210 80 50
E info@kunstenbond.nl
W www.kunstenbond.nl

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