

# CLA PERFORMING ARTS (CONCLUDED ON 7 JULY 2006)

## Article 1. Field of application

This Collective Labour Agreement applies to employers and employees in organisations which fall within the scope of Joint Committee 304 (Entertainment Industry) and which cumulatively comply with the following conditions:

1. The registered office is located either in the Flemish Region or in the Brussels-Capital Region.
2. The employer is registered on the Dutch language roll at the National Office of Social Security.
3. The employer is an organisation which receives a subsidy from the Flemish Community on the basis of the decree of 2 April 2004 on the subsidisation of artistic organisations, artists, organisations for art education and organisations for socio-artistic work, international initiatives, publications and support centres<sup>1</sup> (the Arts Decree).
4. The employer is a professional organisation as defined in the Arts Decree belonging to one of the following categories:
  - a. arts centre
  - b. festival
  - c. organisation for Dutch-language dramatic art
  - d. organisation for dance
  - e. organisation for music theatre
  - f. workshop
  - g. organisation for art education
  - h. organisation for socio-artistic work.
5. The employer is an organisation whose principal activity lies in the performing arts, apart from music.

This Collective Labour Agreement also regulates the relationship between employees and employers who belong to the non-profit organisation Vlaamse Directies voor Podiumkunsten vzw and who wish to affiliate themselves to the CLA by giving a written undertaking to this effect. In accordance with article 17 of the act of 5 December 1968, this accession is lodged with the Federal Public Service for Employment, Labour and Social Dialogue. The term 'employees' is used to refer to male and female blue- and white-collar personnel.

## Article 2. Function categories and functions

The functions in the sector are defined in the document 'Function descriptions for the performing arts'. A list of the functions and function categories referred to is given below.

Functions are henceforth referred to in this CLA by means of their function number or function category. There are five function categories: Artistic, Maintenance/Logistics, Work with the Public, Technical, Administrative.

Within the function categories, we distinguish the following functions<sup>2</sup>:

### Artistic

1. performer
3. dramaturge

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<sup>1</sup> B.S. 06.07.2004, ed 2

<sup>2</sup> The function numbers refer to the numbering in the document 'Function descriptions for the performing arts'.

4. designer
5. programme designer
6. director's assistant/repetiteur
7. director – choreographer – music director
8. creative artist

#### Maintenance/Logistics

9. driver
10. building management
  - 10.1. coordinator
  - 10.2. specialist
  - 10.3. assistant
11. canteen
  - 11.1. coordinator
  - 11.2. employee
12. cleaning
  - 12.1. coordinator
  - 12.2. employee

#### Work with the Public

13. drama teacher – educational worker
14. public reception
  - 14.1. coordinator
  - 14.2. employee
15. press and promotion
  - 15.1. coordinator
  - 15.2. specialist
  - 15.3. generalist
16. till and counter worker
  - 16.1. worker – coordinator
  - 16.2. worker
17. porter – guard – janitor

#### Technical

18. make-up artist – hairdresser
19. dresser
20. workshop
  - 20.1. head of workshop
  - 20.2. workshop activities coordinator
  - 20.3. workshop operative
21. theatre technicians
  - 21.1. coordinator
  - 21.2. specialist or general technician
  - 21.3. assistant
22. production manager
23. props manager
24. technical management

#### Administrative

25. business management type 2 (small)
26. supporting services
  - 26.1. coordinator
  - 26.2. specialist
  - 26.3. assistant

### Article 3. Pay categories

Five pay categories are distinguished. For the definition of the functions, refer to the function classification appended to the CLA and forming an integral part thereof. The function numbers referred to correspond to the function classification (see also Article 3). The minimum wages only apply if the function in question corresponds completely with the definition of the function. The classification into pay categories described below means that the level of pay received by an employee from a particular employer may not fall in any way if the employee was in the employer's employment at the time the current CLA came into effect.

#### Pay category A

1. Performer
3. Dramaturge
4. Designer
5. Programme designer
6. Director's assistant/repetiteur standing in for the director/choreographer
7. Director/choreographer/music director
8. Creative artist
- 21.1. Theatre technician, coordinator managing more than three people
22. Production manager
24. Technical management
25. Business Manager Type 2 (small)

#### Pay category B

6. Director's assistant/repetiteur not standing in for the director/choreographer
- 10.1. Building management: coordinator
13. Drama teacher/educational worker
- 14.1. Public Reception: coordinator
- 15.1. Press, Promotion and Communication: coordinator
- 20.1. Head of workshop
- 21.1. Theatre technician, coordinator not in managerial role, or managing three or fewer people
- 26.1. Supporting services: coordinator

#### Pay category C +

1. 10.2. Specialist building management
  - 11.1. Canteen coordinator
  - 15.2. Press, Promotion and Communication: Specialist/general employee
  - 16.1. Cash till and/or Counter Coordinator
  - 20.2. Workshop activities coordinator
  - 21.2. Specialist or general technician
  23. Props manager
  - 26.2. Supporting services: specialist employee
2. a) employees mentioned in pay category C with specific training  
b) employees mentioned in pay category C with at least four years' service, whose skills put them on a par with those mentioned under point 2a) of pay category C+

#### Pay category C

9. Driver
- 12.1. Cleaning: coordinator
- 15.3. Press, Promotion and Communication: Assistant
- 16.2. Cash till and counter worker
18. Make-up artist/hairdresser
19. Dresser
- 20.3. Workshop operative
- 21.3. Theatre technician: assistant

26.3. Supporting services: assistant

Pay category D

10.3. Building management: assistant

11.2. Canteen: employee

14.2. Public reception: employee

17. Porter/attendant/guard/janitor

12.2. Cleaning: employee

Article 4. Minimum wage scales

This article determines the minimum wage scales included in the table appended to this CLA; the contracting parties are, of course, free to agree on higher wage scales in individual cases.

Wage scale C is the minimum scale for employees in pay category A at companies whose subsidy from the Flemish Community was no more than BEF 10,488,374 (EUR 260,000) in 1999. This amount will be increased by 1% whenever wages are index-adjusted in accordance with the CLA of 9 December 1999 on the adjustment of remuneration and compensation.<sup>3</sup> Wage scale D applies to all other employees in these companies.

In the case of coproductions between companies, the highest relevant wage scales must be applied to contracts specifically entered into for these coproductions.

Pay category A is applicable to employees aged 22 or over only. The starting age for the other pay categories is 18.

Non-graduate employees from pay category A must be able to provide proof of four years' relevant experience before they can be paid in line with the wage scale in pay category A. Until they can do this, their wage classification shall be freely negotiable.

Employees transferring to a higher pay category, apart from transfers from pay category D to pay category C, shall lose a maximum of 1/3 of their seniority standing.

Article 5. End-of-year bonus

§1 With effect from 2006, an end-of-year bonus shall be allocated to employees with an employment contract of four months or longer. The bonus shall be paid in December, unless the employee leaves his or her job, cf. §4.

For employees with an employment contract of less than four months, the bonus shall be taken into account in the salary as determined in annex 2.

§2 This bonus shall be allocated as follows:

- For employees who have worked for the company throughout the year, the bonus shall be at least €300.
- For employees who have not worked a whole year for the company, the bonus shall be proportionate to the number of months actually worked (or the equivalent number of days).

§3 The amount of the bonus may be reduced in proportion to the number of absences in the course of the year not resulting from the application of statutory, regulatory or conventional provisions on annual holiday, public holidays, leave of absence, occupational disease, work accidents or maternity leave or from less than 60 days' absence due to illness or accidents.

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<sup>3</sup> On 1 March 2002, this amount was EUR 267,878.

§4 The following shall be entitled to the bonus calculated in proportion to the time they have worked during the current working year and in accordance with the calculation method set out in § 2, if they leave the company before the date of payment of the bonus and provided they have seniority of at least 4 months at the time of their departure:

1. employees who, other than for urgent reasons, are made redundant by the employer in the course of the year
2. pensioners
3. takers of early retirement
4. employees who have resigned, provided they have seniority of at least 5 years
5. employees whose employment contract expires (fixed-term contracts for 4 months or longer)

§5 The above provisions do not apply to:

- companies which allocate a benefit of equal value in the course of the year, regardless of its name, whether as a conventional bonus or as a gift;
- companies which regulate their employees' salaries and other employment conditions at their individual level by agreement, provided that the combined benefits allocated in this agreement are at least equal to the benefits provided by this collective labour agreement.

§6 In the event of any dispute regarding whether the allocated benefits are equivalent or not, the dispute shall be presented to an arbitration committee consisting of three representatives of the employers and three representatives of the employees.

#### Article 6. Index-linked adjustment of wages

Remuneration is index-linked in accordance with the CLA of 9 December 1999 on the linking of wages to the consumer price index, registered with the Collective Labour Relations Department of the Ministry of Employment and Labour as no. 54.498.

#### Article 7. Seniority

The following seniority rules apply:

Seniority shall be acquired in organisations from the subsidised performing arts sector, or in comparable organisations, and accumulated on the basis of open-ended and fixed-period employment contracts. All time worked within a single professional category in the performing arts sector, regardless of employment status, shall also be included in seniority calculations.

For fixed-period employment contracts entered into within a period of 1 season which do not exceed a combined total of 3 months, their actual duration shall be included in the seniority calculation.

Fixed-period employment contracts entered into within a period of 1 season for between 3 and 6 months shall be regarded as 6-month employment contracts.

Fixed-period employment contracts entered into within a period of 1 season for between 6 and 12 months shall be regarded as 1-year employment contracts.

For personnel from the technical and administrative function categories, proven, relevant professional experience acquired in paid employment or on a self-employed basis shall be taken into account in determining seniority.

Overall social rights acquired from the same employer during the course of the same contract shall be retained, and pecuniary rights shall remain unchanged where they are

more favourable than the new conditions. With the exception of demonstrable seniority, which is taken into account in the employee's classification in the wage scales, specific acquired rights cannot be imposed on a subsequent employer.

#### Article 8. Payment of wages and holiday pay

Payments shall be made on the last working day of the month at the latest.

Every month, the employee shall receive a payslip, detailing the amount of remuneration and the various deductions, in accordance with the law on employment documentation.

In the case of fixed-period employment contracts, the holiday pay shall be paid on the last day of the contract at the latest. In the case of open-ended employment contracts, payment shall be made on 30 June at the latest, and in any case before the main holiday is taken.

The employers undertake to reserve a sufficient portion of their resources to ensure that remuneration and compensation is paid properly.

#### Article 9. End of contract

Open-ended employment contracts can be terminated by observance of the legally stipulated procedure, or by mutual consent.

If an open-ended contract is terminated, an attempt shall be made in the case of employees from the artistic function category to ensure that the termination date falls on 30 June.

Regardless of the termination procedure applied, notice of termination of open-ended contracts for employees from the artistic function category should always be given in writing by the employer, on 31 January of the current season at the latest. This requirement shall not apply if the legally stipulated notice period is longer than 5 months. Employees from the artistic function category wishing to terminate their open-ended employment contract themselves should likewise do so in writing on 31 January of the current season at the latest, regardless of the termination procedure applied.

Fixed-period employment contracts shall expire on the completion of the agreed term. If a fixed-period employment contract coincides with the duration of a season, the employee shall be notified at least 5 months before the end of the season if the employer intends to renew the employment contract. If such notification is not given, the employment contract shall automatically expire on the completion of the agreed term.

#### Article 10. Short employment contracts: calculation of pay

Remuneration for fixed-period employment contracts whose term cannot be expressed in whole months shall be calculated at a rate of 1/22 of the monthly pay per day of rehearsal or travel, and 1/20 of the monthly pay per day of performance. If 54 or more performance, rehearsal or travel days are worked within the three-month period, a three-month fixed-period employment contract shall be concluded.

Remuneration for short-term fixed-period employment contracts for a stand-in role shall be calculated at a rate of 1/11 of the monthly pay per day of rehearsal (for the first four days of rehearsal) and 1/9 of the monthly pay per day of performance (for the first four days of performance).

This article only applies to employees not otherwise in an employment contract with the company at that time.

### Article 11. Contents of the individual employment contract

Work other than that specified in the employment contract may only be assigned if it is compatible with the employee's professional capabilities, and insofar as such departures do not cause him any material or moral disadvantage.

Before the signing of the employment contract, the employee must inform the employer in writing of any employment commitments to third parties.

An employee who already has an employment contract must obtain written consent from the employer for any employment commitments he/she wishes to enter into with third parties on the days or during the periods covered by the contract.

Failure to comply with these requirements may lead to the termination of the employment contract by the employer on serious grounds.

### Article 12. Working hours and flexibility

#### §1 Total weekly working hours

The normal working week shall consist of 38 hours in total.

#### §2 New timetables

In implementation of the Act of 17 March 1987 and of CLA no. 42, concluded in the National Labour Council on 2 June 1987, new timetables may be introduced in companies in which the following dispensations from the Act of 16 March 1971 are possible:

#### A.

- The normal weekly rest day shall be Sunday. As the employers do not fall within the scope of the prohibition on working on Sundays, Sunday can be a working day. In this case, the employee is entitled to a rest day on another day, which should in principle be one of the six days following the Sunday in question. However, employees belonging to functions 1 to 9 and 18 to 24 may work 10 successive days during periods of general rehearsals or touring performances.
- If a statutory holiday falls on a normal rest day, it shall be assigned to another normal working day.
- If employees have a free day during foreign tours, this free day shall be regarded as a rest day.

#### B.

For employees from the artistic function category (functions 1 to 8) and the technical function category (functions 18 to 24) and drivers (function 9), the following dispensations are possible:

- a) from the daily working hours stipulated in Article 19 of the Employment Act, which can be increased to:
  - a maximum of 12 hours per day during general rehearsals, festivals<sup>4</sup>, touring performances and home-venue programming;
  - 10 hours per day in all other cases.

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<sup>4</sup> Referring to the time at which the festival is actually held

- b) from the weekly working hours total of 38 hours, which can be increased to
- a maximum of 84 hours per week during general rehearsals, festivals<sup>5</sup> and touring performances;
  - a maximum of 60 hours per week in all other cases.

C.

The average working week shall be a total of 38 hours. In implementation of article 26 bis of the Employment Act, the reference period during which the average weekly working hours must be complied with shall be extended to 1 year, starting on 1 September of each year and ending on 31 August of the next year, unless another reference period is stipulated at company level in the work rules.

During the reference period, total actual working hours may not exceed the permitted average working hours by more than 65 hours at any time.

For fixed-period employment contracts, the average weekly working hours must be complied with for the duration of the contract. If circumstances which are beyond the employer's control make it impossible to assign the rest day on time, the amount by which the actual hours worked exceed the average weekly working hours shall be subject to remuneration.

Hours worked in excess of the average weekly working hours over the year as a whole shall be paid at an overtime rate of 150%.

D.

In the case of employment in connection with a new working schedule as described in this section, the pay shall be calculated as one-fifth of the weekly wage, under the terms of Article 4 of the Act of 17 March 1987. In the case of a working schedule involving 6 working days per week, the pay shall be calculated as one-sixth of the weekly wage. The weekly wage shall be calculated as follows: monthly pay x 3: 13.

§3

For employees from the artistic function category<sup>6</sup>, the following stipulations also apply:

- a maximum of two performances per day can be given. By special dispensation, three performances per day may be given if the performances are given in the same location and their combined duration is no more than 3 hours;
- additional rehearsals are not allowed on a day of two performances.

§4

For the other employees referred to in Article 4 from pay categories A to C and not referred to in §3, the following provisions also apply:

- except where there is a special dispensation, as provided for in Article 12, §2, B, the normal working day shall be a total of 8 hours (excluding breaks), with compensatory rest days being assigned so that during any 1-year period from 1 September to 31 August, the average weekly working hours total of 38 is complied with. At company level, another reference period may be specified in the work rules;
- in the event that the working day, in implementation of Article 12, §2, B, is more than 10 hours long, either overtime shall be paid at a rate of 50% (with effect from 1 July 2003: 75%), or time off in lieu shall be assigned at a rate of 50% (with effect from 1 July 2003: 75%) for every hour worked in excess of 10 hours per day. The decision as to which form of compensation is assigned shall be the employer's. The same form of compensation shall be used consistently in each company;
- in the case of full-time employment, every partial working day shall count as at least 4 hours. Should a scheduled working day not go ahead, or if the working day is

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<sup>5</sup> Referring to the time at which the festival is actually held

<sup>6</sup> Only those employees who are actually involved in the staging of the performance.

shorter than 4 hours, it shall be counted as 4 hours for the purposes of pay calculations. This provision does not apply to the employees referred to in Article 13.

#### §5

For all employees with a variable timetable, each month's timetables should be communicated fifteen days before the start of the month. By special dispensation from this rule, the timetables for rehearsals only need to be communicated eight days in advance. Changes to previously announced timetables are only possible after consultation.

#### Article 13. Part-time work

The minimum weekly working hours of part-time employees, i.e. one-third of the weekly working hours of full-time employees on the basis of Article 11bis of the Employment Contracts Act of 3 July 1978, does not apply to employees with the following functions:

- 16. Cash till – counter worker;
- 11.2. Canteen employee;
- 14.2. Public reception: employee;
- 17. Porters.

#### Article 14: Unremunerated days of sick leave

In deviation from the provisions of articles 52 and 71 of the Employment Contracts Act of 3 July 1978, the cost of the first two days of sick leave per year shall be paid by the employer.

#### Article 15. Annual holiday

Employees with flexible working hours belonging to the artistic or technical function category (functions 1 to 8 and functions 18 to 24) and with an employment contract of four months or longer are entitled, in addition to the statutory holiday, to an extra 10 days of annual holiday in the five-day week system, and 12 days in the six-day week system. No compensatory days or statutory holidays shall be included in these two weeks. This minimum supplementary holiday may be reduced to one week on the proposal of the employer and subject to the employee's consent, if the employer pays an end-of-year bonus equivalent to one-and-a-half weeks' pay.

In the case of arts centres that already pay an end-of-year bonus of at least one and a half weeks' pay, the supplementary holiday shall be one week.

The two weeks of supplementary holiday shall be regarded as compensatory days. Entitlement to them shall be accumulated in proportion to the duration of the employment contract, or, in the case of open-ended employment contracts, in the holiday year (rather than the previous calendar year). If such days are not taken in the course of the employment contract, the employer shall, on the expiry of the employment contract, pay a supplementary percentage in the form of a bonus. One week of supplementary holiday (if there is an end-of-year bonus) shall be equivalent to 2% of the gross salary, and two weeks to 4%.

This provision only applies to employment contracts for 4 months or longer. These days of holiday may not be taken with the next employer.

The annual holiday period(s) for permanent personnel shall be determined on 15 December at the latest, after consultation between the employer and employees. Dispensations from this rule are permitted by agreement with the employees.

All employees recruited on an open-ended basis and belonging to the artistic or technical function categories (functions 1 to 8 and functions 18 to 24) have an annual entitlement to at least 4 weeks' uninterrupted paid holiday; all other employees are entitled to at least 3 weeks.

### Article 16. Touring performances

§1. Employees touring for the company in Benelux shall receive flat-rate expenses reimbursement. This reimbursement relates to costs for which the employer is liable. The following basic amounts are distinguished: lunch allowance, dinner allowance, breakfast.

1. Lunch allowance

shall be paid if the relevant first lunch period (i.e. 12-2pm or 6-8pm) falls completely within working hours. This lunch allowance may be replaced with a sandwich meal, except in the case of theatre technicians (function 21).

2. Dinner allowance

shall be paid if the relevant period (i.e. 6-8pm) falls completely within working hours, and the employee has already received a lunch or lunch allowance. This dinner allowance may be replaced with a full hot meal, except in the case of theatre technicians (function 21).

3. Breakfast allowance

shall be paid if work starts before 7am. Breakfast allowance is not payable if hotel accommodation is being used and breakfast has been provided in the hotel.

§ 2.

1. Lunch allowance is EUR 7.48 (in 1999)<sup>7</sup>.

2. Dinner allowance is EUR 14.96 (in 1999)<sup>8</sup>.

3. Breakfast allowance is EUR 3.87 (in 1999)<sup>9</sup>.

However, the total allowance per day can never exceed EUR 22.44 (in 1999)<sup>10</sup>. These amounts shall be index-linked as set out in Article 6.

§3. If an allowance is paid for lunch or dinner, or if the corresponding meal is provided, a break of one hour shall normally be allowed. The break actually taken shall not be regarded as working time, and hence not taken into account in the calculation of the total working hours for that day.

§4. Unless consent has been received in writing from the employer, the means of transport laid on by the theatre must be used. For foreign tours, air or sea travel may not be refused.

§5. If an employee uses his/her own car, with consent in writing from his/her employer or at the employer's request, his/her travel expenses shall be reimbursed on the basis of the Michelin map distance, using the shortest route and the State's official tariff for the reimbursement of civil servants in accordance with the Royal Decree of 18 January 1965, as amended by the Royal Decree of 20 July 2000. On 1 January 2002, the flat rate for such reimbursements was EUR

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<sup>7</sup> From 1 March 2002 lunch allowance shall be EUR 7.96.

<sup>8</sup> From 1 March 2002 dinner allowance shall be EUR 15.87.

<sup>9</sup> From 1 March 2002 breakfast allowance shall be EUR 4.11.

<sup>10</sup> From 1 March 2002 the total allowance per day shall be EUR 23.81.

0.2636 per kilometre. This amount shall be adjusted in accordance with the provisions of the Royal Decree of 20 July 2000.

If the employer takes out comprehensive group motor vehicle insurance and pays for business-related journeys undertaken by employees in their private vehicles, the reimbursement may be limited.

The employer shall contribute to the cost of public transport for employees' journeys between home and work in accordance with the relevant system set out by the law.

§ 6. Travel time from the permanent place of work onwards is regarded as work time.

§ 7. Overnight accommodation

After consultation with the employees, the employer shall decide who should use overnight accommodation and who should return home in the case of each touring performance. In the former case, the employer shall make provision for a sufficiently comfortable hotel, with breakfast included. For longer tours, consultation with the employees may be required in order to protect employees' privacy.

§8. All trips outside Benelux shall form the subject of specific consultation between employer and employee. Travel and accommodation expenses outside Benelux are payable by the employer.

#### Article 17. Costumes, props and workwear

Visible costumes and props which the employer requires to be used during performances shall be supplied by him. Employees may not be required to use an item of clothing belonging to them as a costume. This provision does not apply to musicians insofar as they are required to wear their usual concert clothing.

Workwear stipulated in A.R.A.B. shall be supplied and maintained by the employer. Legally required clothing must actually be worn.

Employees are required to use clothing and equipment entrusted to them with due care.

The employer shall take out an insurance policy against theft, fire and accident with respect to equipment provided by the employee for professional purposes at the employer's request.

He shall likewise ensure that personal possessions, which the employee needs to bring with him to work such as clothing, wallets, etc., are properly protected.

This does not release the employee from the obligation to exercise due care himself.

#### Article 18. Recording of shows

Rules regarding the compensation of employees involved in the full or partial recording of a show (except for short sections lasting up to 3 minutes' air time for promotional purposes) using any technical means, whether known or unknown at present, shall in the future constitute the subject of a separate sector-wide agreement between the partners of this CLA.

#### Article 19. Structural consultation and union meetings

Employers shall organise a consultation meeting with their employees at least once a year. Such a meeting shall relate to financial information and information about changes in the composition of the workforce.

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

- At the request of at least  $\frac{1}{4}$  (to be calculated with respect to the number of FTEs employed by the employer at the time of the request) of the employees, additional meetings may be held. However, the total number of meetings over a single season may not exceed four.
- Employees who belong to a trade union may invite their union secretary to attend the meeting. They shall inform the management that the secretary will be attending.

This arrangement shall be the subject of a thorough evaluation by the signatories to this CLA at least once a year, and adjustments may be made on the basis of this evaluation. Any disputes may be submitted to the conciliation board, as defined in Article 22.

### Article 20. Training

The signatories to this CLA declare their intention of looking into ways in which undertakings regarding training in the sector can be put into practice. As a first step in acting on this intention, they request the Minister of Culture to urge his colleague at the Ministry of Economy to make all favourable measures for employers relating to training also applicable in the subsidised performing arts sector.

### Article 21. Indexation of subsidies

To ensure their continued ability to comply fully with the obligations arising from this CLA in the future, the signatories to this CLA ask the Minister of Culture to implement the indexation of subsidies

### Article 22. Disputes

A conciliation board shall be set up to resolve any disputes, consisting of three full members representing the employees and three full members representing the employers, under the chairmanship of a social mediator from the Department of Labour and Employment. Deputies shall also be appointed in addition to these full members, to stand in for them in their absence.

### Article 23 Duration and notice

This collective labour agreement enters into force on 1 July 2006 and shall remain valid for an indefinite period. It may be terminated by any of the signatories by a registered letter addressed to the chairman of the joint committee for the entertainment industry, with six months' notice.

Brussels, July 7<sup>th</sup> 2006