



REGULATIONS  
OMSCHOLINGSREGELING  
DANSERS  
2018

The English version of these regulations is not legally binding.

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## PREAMBLE

Due to the extremely high physical and mental demands of their profession, dancers must usually end their career below the age of forty, and sometimes way below. In the relatively short period of time that dancers can practice their profession, they must also do so intensively and with great concentration, in order to continue meeting the strict demands. This means that when dancers end their careers, they are not equipped to just walk into another profession. At the same time, they are relatively young and are faced with the challenge of finding a new place for themselves on the job market. They are distanced from it precisely because of the intensive and specialised nature of the dance profession.

It is therefore essential that support is provided at the end of the dancing career. Omscholing Dansers Nederland provides this support by guiding dancers in their choice of second career and financing the studies or training required for it.

Stichting Omscholing Dansers Nederland (ODN) was founded in 1986 to meet these requirements. The ODN makes every effort to enable dancers to realise their ambitions for the future, based on the principle of delivering customised solutions.

The following regulations are applicable to granting the right to use the Omscholingsregeling.

## Article 1: Definitions

Average wage	The gross salary, increased by the amount of the holiday allowance, earned on average by the applicant during their dancing career from 2002 to submitting their application. In the case of part-time contracts of employment, the average wage is based on the full-time salary.
Board	The board of Stichting Omscholing Dansers Nederland.
Budget	The maximum amount that can be made available for an application.
CAO	Collective Labour Agreement for Theatre and Dance.
Claimant	The dancer who has received any commitment from the board, whereby there are no arrears of premium payments by the employer and/or dancer and, if the dancer works for a company that receives subsidy from the Dutch Ministry of Education, Culture and Science for "omscholing dans", this subsidy has been transferred in whole to the ODN.
Commitment	The written notification sent to a dancer, stating whether an application or request is to be honoured in whole or in part, and with or without conditions.
Contract	Agreement between the ODN and the claimant stating the mutual rights and obligations regarding the Study and Income Allowance.
Contribution towards study costs (CSC)	The payment as referred to in Article 6.
Dancer	Someone who is employed as a dancer by a professional Dutch dance company and for whom, or by whom premiums are paid to the ODN. The board can decide whether someone can be regarded as a dancer in the context of these regulations.
Employer	The employer to whom the CAO Theatre and Dance is applicable or who has been accepted by the board as an employer in the context of these regulations.
ODN	The Stichting Omscholing Dansers Nederland.
Payment	Any financial payment made on the basis of these regulations.
Premium payment	The monthly premium payment to the ODN - by an employer on behalf of a dancer, as referred to in the appendix to the CAO concerning the Omscholingsregeling Dansers, or - by a dancer, as referred to in Article 3.
Social security benefit	Payment under the Unemployment Act, Sickness Benefits Act, Work and Income according to Labour Capacity Act (WIA), Supplementary Benefits Act or any other applicable social security regulations.

Study and Income Allowance (SIA)	The payment for study and income as referred to in Article 7, paragraph 1 (contribution towards maintenance costs, refund of study costs and/or refund of costs incurred in setting up a business).
Study costs	Study costs include tuition fees, costs of study books and other costs that are necessary or required by the training institute for taking and completing the studies and/or retraining. If the course is given elsewhere than the place of residence, commuting expenses can be refunded on the basis of 2 <sup>nd</sup> -class public transport.
Subsidy	Subsidy received by the employer and/or the company where the dancer is dancing from the Dutch Ministry of Education, Culture and Science for retraining dancers ("omscholing dans").
Training or retraining plan	The applicant's total package of study plans and desired income support that aims to realise the applicant's choice of second career.
N.B.	Wherever these regulations refer to 'he/his', this is also understood to mean 'she/her'.

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## Article 2: General conditions.

1. These regulations are based on the ODN's goal, and contain more detailed rules for those wishing to be considered for payment from the ODN or wishing to submit a request for payment, or those who have received a commitment to such payment.
2. At the end of each financial year, the board draws up a budget for the following year.
3. Hardship clause: The board is authorised to depart from these regulations if the board deems that applying them would lead to unreasonableness.
4. Insofar as these regulations do not provide a definite answer, the matter will be decided by the board.
5. All applications must be submitted using the application form obtainable from the ODN.
6. Applications can be submitted at least four times per year. The submission periods will be set and announced by the board at the beginning of each calendar year.
7. The board will decide on an application or request during the board meeting following receipt of an application or request, providing it has been received before the closing date of the submission period.
8. Applications concerning the refund of costs of (re)training that has already commenced will not be dealt with.
9. The board reserves the right to obtain further information about an application before making a commitment.
10. With regard to his application, the applicant will receive written notification of the board's decision within four weeks of the decision being made. This notification will state:
  - a. whether a commitment will be made
  - b. that no decision is possible as yet, because more information is needed from the applicant
  - c. that a commitment will not be made, in whole or in part, and informing the applicant of the opportunity to request a review.
11. The applicant must implement the (re)training plan that has been granted within the period(s) stipulated in the commitment, unless otherwise agreed.
12. Applications received by the board after the period set for submitting applications (Article 7.3) will not be dealt with, unless the board decides that there is a reason to make an exception.

### Working as a dancer

13. Only with prior written permission from the board is the claimant permitted to work as a dancer, whether paid or unpaid, during the period that he receives payment under these regulations. Without this prior permission, all rights to payment under these regulations will lapse. In that case, the payments already made can also be reclaimed.

### **Article 3: Premium amounts**

1. In order to finance the scheme, the employer and the dancers pay a monthly premium to the ODN on the basis of the CAO.
2. The amounts of the employer's and the employee's premiums are determined for each year by the social partners and are set down in the CAO.
3. The premiums are calculated over a period of one calendar month. The employee's premium is deducted from his salary every month by the employer and paid immediately to the ODN along with the employer's premium. Premiums do not have to be deducted and paid from the holiday allowance to be paid out. This contribution is considered to have been included in the amounts set for each month.
4. If the employee pays premiums himself, pursuant to Article 4, he ensures the premium is paid monthly or in periods of 6 months at the most.
5. If the employer and/or the employee (in the case of Article 4) fail to pay the premiums owed and due to the ODN within one month, legal interest will be charged on this amount.
6. In order to finance the scheme, the employer or the (professional) dance company where the dancer is dancing also hands over the subsidy received from the Dutch Ministry of Education, Culture and Science for retraining dancers ("omscholingsdans") to the ODN.
7. The dancer's financial possibilities will be limited in the case of arrears of payment on the part of the dancer and/or (ex-)employer or (ex-)dance company with regard to payment of the obligatory contributions to the ODN based on the CAO and to the employer's transfer of the subsidy received from the Dutch Ministry of Education, Culture and Science for retraining dancers to the ODN, as referred to in this Article.

### **Article 4: Voluntary participation**

1. A dancer who is not in employment with an employer in the context of these regulations, but who can demonstrate that he is dancing with or has danced with a professional company or project in the Netherlands, may submit a request to the board to be admitted to the scheme on a voluntary basis and pay premiums under these regulations.
2. He is then obliged to pay the employer's part of the premium as well. The conditions in Article 3 are similarly applicable.

Voluntary participation when a dancer is dancing with a professional company or project in the Netherlands, with retroactive effect:

3. A dancer who has been in employment with a different employer to an employer in the context of these regulations, may submit a request to the board to be admitted to the scheme on a voluntary basis with retroactive effect to a maximum period of twelve consecutive months and to pay the premiums – both employer's and employee's parts – required under these regulations.
4. In determining the aforementioned period of twelve months, the reference date will be the commencement date of the current contract for a dancer in employment with an employer in the context of these regulations, and the date of submission of the request in all other cases.

Voluntary participation when a dancer is dancing with a professional company or project outside the Netherlands; at present and with retroactive effect:

5. A dancer who has paid at least 60 premiums and then enters employment with a dance company abroad may submit a request to the board to pay premiums on a voluntary basis in the context of these regulations.

6. He can pay the premiums required under these regulations – both employer’s and employee’s parts – with retroactive effect to a maximum period of twelve consecutive months. In determining the aforementioned period of twelve months, the reference date will be the date of submission of the request.
7. A dancer who pays premiums on a voluntary basis in the context of this Article will provide the board with all the documentary evidence of all his contracts of employment in any year for which he pays the premiums voluntarily.
8. If the dancer cannot satisfactorily demonstrate these contracts of employment in any year, the year concerned will not count and he will not be able to pay premiums over that year.
9. A dancer who pays premiums on a voluntary basis in the context of this Article is permitted to interrupt the payment of premiums for a maximum period of 12 consecutive months, irrespective of whether he has a contract of employment as a dancer during this period of interruption. In this situation, paragraphs 2 and 5 of this Article are not applicable.

#### **Article 5: Supplementary premium payments**

1. Dancers who pay premiums for less than twelve but at least three months per calendar year may pay supplementary premiums for the period that they do not work as a dancer.
2. The number of supplementary premiums that can be paid is equivalent to the number that is paid for the period that is worked in the relevant calendar year, provided that the total number of premiums does not exceed twelve per year.
3. The dancer is then obliged to pay both the employer’s part and the employee’s part of the premium. The conditions of Article 3 are applicable accordingly.

#### **Article 6: Contribution towards Study Costs (CSC)**

1. Dancers who do not yet meet the conditions of Article 7 may apply for a contribution towards study costs.

Conditions.

2. At least 60 premiums must have been paid for or by the dancer.
3. The application can be submitted during the dancing career, but must have been received by the ODN within twelve months of termination of the last contract as a dancer at the latest.
4. Payment will take place only on submission of proof of payment of the costs already incurred.

Additional conditions

5. A claimant to a Contribution towards Study Costs is obliged to:
  - do everything that can be reasonably required of him to realise the (re)training plan and achieve the goals set within the periods agreed,
  - report changes in (personal) circumstances that may influence the realisation of the (re)training plan,
  - write regular reports on the progress of the (re)training plan.

Amount and duration of the Contribution towards Study Costs

6. The amount of the Contribution towards Study Costs is a maximum of €10,000.
7. The budget for the refund of study costs is determined individually on the basis of the (re)training plan submitted.
8. The duration of the Contribution towards Study Costs is 48 months. To extend this period, a written request must be submitted to the board of the Omscholingsregeling.

## Article 7: Study and Income Allowance (SIA)

1. On definitively ending their career, dancers can submit an application for a Study and Income Allowance for the purpose of retraining. This allowance concerns the refund of study costs and a contribution to maintenance costs during the training period. The allowance is granted for a maximum of 48 months.

Conditions:

2. The dancer must have danced for at least ten (10) calendar years. In that period, at least 96 premiums must have been paid by or for the dancer.
3. In calculating the calendar years, account is taken only of the calendar years in which the dancer has danced for an employer and/or company that has fully met its payment obligations under these regulations.

Application period:

4. The application must be submitted to the ODN as soon as possible, and no later than 12 months after termination of the last contract as a dancer.

Additional conditions:

5. When there is a commitment regarding a Study and Income Allowance, the rights and obligations will be set out in a contract between the ODN and the claimant, which will include the amount and duration of the payments.
6. The contract must be signed by the claimant and returned to the ODN within fourteen days of receipt.
7. The following conditions apply to a commitment regarding a Study and Income Allowance:

The claimant is obliged to:

- do everything that can be reasonably required of him to realise the (re)training plan and achieve the goals set within the periods agreed,
  - report changes in (personal) circumstances that may influence the realisation of the (re)training plan,
  - make regular written reports on the progress of the (re)training plan,
  - give a monthly statement to the ODN of any income received from employment or other work while receiving a contribution to maintenance costs.
8. Payment of the study costs incurred will take place only on submission of proof of payment of the costs already incurred.
  9. If a claimant does not meet the conditions set out in paragraphs 2, 3, 5, 6 and 7 of this Article, the right to (further) payments will lapse and the payments and/or refunds already received may be reclaimed, as stipulated in Article 11.

## **Article 8: Amount of the Study and Income Allowance**

1. The amount of the budget for a Study and Income Allowance is calculated using a set formula, which takes account of the employment history of individual applicants. The applicant's average wage, the total number of premiums paid by him or for him and the number of calendar years in which he has danced are factors that determine the maximum budget.
2. Within the amount as referred to in paragraphs 1 and 2 of this Article, the Study and Income Allowance can be tailored to the individual wishes and needs of the applicant. The amount and duration of the contribution to study costs and the maintenance allowance are determined individually on the basis of the (re)training plan submitted.
3. Any previously paid refunds and allowances will be deducted from the maximum amount determined on the basis of paragraphs 1 and 2 of this Article.
4. Contributions to maintenance costs are paid in the form of a monthly allowance, only during the period of study.
5. The amount of the gross allowance is calculated pro rata to the number of hours of study per week. In no case whatsoever will the allowance amount to more than 70% of the gross salary last earned as a dancer.
6. Supplements during social security benefit (WW)  
If the social security benefit is lower than 70% of the last-earned salary, due to the maximum daily wage conditions being applied by the organisation paying the benefit, the budget can be used for supplementing the benefit to 70% of the salary.
7. Any income from employment and other work is attributed to the month in which the work took place. This income, along with any social benefit and the gross allowance, may amount to 100% of the dancer's last-earned salary, without being deducted from the allowance paid by the ODN.
8. If a dancer meets the conditions for an SIA, he may request using the allowance for setting up his own business. The allowance can be used as a guarantee of income during the business start-up. It is also possible to request a refund of the interest charges of a business loan.

## **Article 9: Terminating the career for medical reasons**

1. If the dancing career is terminated for medical reasons, the dancer may also be entitled to a Study and Income Allowance, providing the conditions below are met.

Conditions:

2. At least 72 premiums must have been paid for or by the dancer in a period of eight calendar years.
3. Termination of the dancing career has been preceded by a period of at least 12 months' occupational disability, and
4. An independent doctor has provided a medical certificate stating that it is undesirable to resume the dancing career.
5. The application must be submitted as soon as possible, and no later than 12 months after termination of the last contract as a dancer.
6. Articles 6, 7 and 8 are likewise applicable for the rest.

### **Article 10: Death of the claimant**

The right to any (periodic) payment under a Study and Income Allowance will lapse from the start of the second month after the day of the claimant's death.

### **Article 11: Lapsed right to allowances and payments**

1. The right to allowances under these regulations may lapse, in whole or in part, if the claimant provides incomplete or incorrect information necessary for determining the payments, or if the claimant contravenes the regulations.
2. If, pursuant to paragraph 1 of this Article, no payments can take place, the claimant will be informed of this in writing. If the set conditions have still not been met three months after the aforementioned notification has been sent, any right to payments will lapse.

### **Article 12: Legal deductions**

Insofar as applicable, the legal deductions of social security contributions and/or wage tax will be made on all payments to be made by the Stichting Omscholing Dansers Nederland.

### **Article 13. Arbitration procedure**

1. In the case of disputes about the application of these regulations, the party concerned (the dancer, the applicant or the claimant) must notify the board of the Omscholingsregeling of this in writing. This notification must have been received by the board within six weeks of the date of the decision on the application. The foundation will send confirmation of receipt of the notification by return, with an explanation of the following procedure.
2. In the first instance, the parties (the dancer, the applicant or the claimant on the one hand and the foundation on the other) must endeavour to reach mutual agreement. Furthermore, besides observing the goals and terms of these regulations, they must also take each other's interests into consideration. If necessary, the foundation will invite the party concerned to settle the dispute through independent arbitration.
3. If a solution cannot be found through mutual discussion and/or arbitration, the official appeal procedure will commence. The board of the Omscholingsregeling will notify the party concerned in writing that the mutual discussion has not led to a solution. The party concerned can lodge an objection to the board within six weeks of the date of this notification. The board will pass on the handling of the objection to an independent Board of Appeal.
4. The Board of Appeal comprises an independent chair with a legal background, a representative from the employers' organisation and a representative appointed by the union.
5. The Board of Appeal advises the board on the decision to be taken on the objection. Both the objector and the foundation are invited to a hearing. Prior to the hearing, the Board of Appeal requests a written response to the objection from the board of the Omscholingsregeling.
6. The board of the Omscholingsregeling may follow the recommendation of the Board of Appeal, but is not obliged to do so. If the board of the Omscholingsregeling deviates from the recommendation, this deviation must be justified in the decision on the objection. The recommendation of the Board of Appeal is sent to the objector along with the decision. The term set for taking a decision on the objection commences on the day after the board meeting of the Omscholingsregeling in which the objection was raised for discussion and

lasts for a maximum of twelve weeks.

7. If the objector does not agree with the board's decision, he is free to submit the dispute to the competent court in Amsterdam.
8. The costs of the arbitration and of the Board of Appeal are paid by ODN. However, if the Board of Appeal is of the opinion that there are no reasonable grounds for lodging the objection, the costs will be borne by the party who lodged the objection.
9. All cases are subject to the law of the Netherlands.

#### **Article 14: Amendments to the regulations**

These regulations may be amended by the board in compliance with the relevant conditions set out in the charter.

#### **Article 15: Reservations**

1. The regulations are only applicable if and insofar as the financial resources of the Stichting Omscholing Dansers Nederland are sufficient for the implementation of the regulations. If the resources are not sufficient, the amount of potential entitlements to any payments under these regulations will be proportionally reduced. As soon as the resources allow, the entitlements will once again be honoured in accordance with these regulations.
2. In the application of paragraph 1 of this Article, the board will ensure that all interested parties are properly informed of what their entitlements could be (future applications) and/or are (claimants), including information about the commencement date, contents and duration of the amendments to the payments.
3. The board of the ODN will ensure that reserves are present at all times, amounting to at least the sum of the premiums paid to the ODN by employees over the past 5 full calendar years.

#### **Article 16: Commencement of the regulations**

1. The regulations came into force on 1 October 2015 and were last amended by decision of the board on 24 June 2008, 27 January 2009, 1 July 2011, November 2013 and 4 September 2015.
2. Those who are receiving payments under the regulations drawn up in November 2013 or the previous regulations at the time these regulations are announced will continue to receive those payments under one of those previous regulations, unless the claimant and the board decide otherwise in mutual agreement.