

Cross-border employment in the live performance sector

EXPLORING THE SOCIAL SECURITY AND EMPLOYMENT STATUS OF HIGHLY MOBILE WORKERS

Collective agreements in the live performance sector in France

Frederic De Wispelaere & Wouter Schepers (HIVA - KU Leuven)

Yves Jorens & Evert Nerinckx (Ghent University)

Marco Rocca & Leila Duchateau (CNRS - University of Strasbourg)



CROSS-BORDER EMPLOYMENT IN THE LIVE PERFORMANCE SECTOR

Exploring the social security and employment status of highly mobile workers

Collective agreements in the live performance sector in France

Frederic De Wispelaere & Wouter Schepers (*HIVA - KU Leuven*)

Yves Jorens & Evert Nerinckx (*Ghent University*)

Marco Rocca & Leila Duchateau (*CNRS - University of Strasbourg*)

COVER DESIGN Bart Grietens

COVER ILLUSTRATION Les Soeurs – Erki De Vries en Freija Van Esbroeck - credits

© 2021 HIVA-KU Leuven

No part of this document may be reproduced in any form, by mimeograph, film or any other means, without permission in writing from the publisher.

This research project received funding from the European Commission, DG Employment, under the budget heading 'Improving expertise in the field of industrial relations' - Grant Agreement Number VS/2020/0116. The opinions expressed in this study reflect only the authors' view. The European Commission is not responsible for any use that can be made of the information contained therein.



Collective agreements in the live performance sector in France

National collective agreement for artistic and cultural enterprises of 1 January 1984 (and subsequent amendments) – Information on terms and conditions of employment		
Item (related provision in the collective agreement)	Information provided	Example
Personal and material scope (articles 1 to I.1).	Applicable to: - Artistic, technical and administrative staff, with the exception of State personnel and public law staff of local authorities - Live performance companies in the public sector	<i>This Convention and its Annexes regulate in the national territory the relationship between...</i>
Period of validity of the collective agreement (article I.2)	This agreement is concluded for an indefinite period.	<i>This agreement is concluded for an indefinite period.</i>
Details of the parties to the collective agreement	<ul style="list-style-type: none"> - Employers' organisations: SYNDEAC, SNSP, CPDO and SYNOLYR (now "Les Forces Musicales), SMA, SCC, PROFEDIM. - Trade unions : CFTC, SNAPAC, SFA-CGT SNAM-CGT, SYNPTAC, SNM-FO, FNSAC, FC-CFTC, F3C-CFDT, SNLA-FO, SNAPS-CFE-CGC, SNSV-FO. 	<ul style="list-style-type: none"> - <i>Employers' organizations : (see details)</i> - <i>Employees' trade union organisations : (see details)</i> - <i>Latest: Syndicat National CFTC SCSL, by letter of 14 March 2012.</i>
Remuneration (articles X.3.1, X.3.2 et X.3.4)	<ul style="list-style-type: none"> - Minimum wage (€ 10,25/hour gross) - Minimum wage by function 	
Other elements of remuneration (articles VI.5 et VI.9)	<ul style="list-style-type: none"> - Overtime - Sunday work 	<p><i>Hours worked in excess of 35 hours give entitlement to overtime pay or compensatory rest in lieu thereof.</i></p> <p><i>Due to the activity of companies, an employee may be required to work on Sundays in accordance with Articles L. 3132-12 and R. 3132-5 of the Labour Code. However, each employee may not work more than 20 Sundays per reference period.</i></p> <p><i>The parties agree that the annual overtime quota provided for in Article L. 3121-11 of the Labour Code is 130 hours.</i></p>
Maximum work periods and minimum rest periods (article VI.6)	<ul style="list-style-type: none"> - Maximum working time - Minimum rest times - Overtime - Night work - Break time 	<i>The actual daily working time of each employee may not exceed 10 hours. The actual daily working time may be increased to 12 hours in the following cases:</i>

	<ul style="list-style-type: none"> - Interruption of activities 	<ul style="list-style-type: none"> - for employees who are on tour or on festival activity, - for employees participating in the production (creation or reprise) of a show: in this case, this derogation can only be effective for the 15 days preceding the first performance - for employees who take part in setting up and dismantling the show. <p>No employee, regardless of how his or her working time is organised, may be called in for less than 3.5 consecutive hours of work during the day.</p> <p>Within the framework of a daily maximum limited to 13 hours, the working day of a part-time employee is in principle made up of a maximum of two work sequences, separated by a maximum break of 2 hours.</p>
Minimum paid annual leave (article IX.1)	Amount of minimum paid annual leave	<p>Staff with one year of service are entitled to a minimum of 5 weeks' annual leave. The duration of paid leave is expressed in working days, i.e. 25 working days for the year (or 30 working days).</p> <p>The calculation of the paid leave allowance is equal to 1/10 of the total remuneration received by the employee during the reference period, without however being less than the remuneration the employee would have received if he/she had worked during the period of leave.</p>
Allowances or reimbursement of expenditure (article VII)	<ul style="list-style-type: none"> - Basket allowance - Transport allowance - Work and safety clothing - Clothing allowance - Double residence allowance during the trial period 	<ul style="list-style-type: none"> - If the employer does not provide meals, the basket allowance will be paid to the employee. - Compensation for additional transport costs caused by the late end of the shift, the distance from home and particularly the availability or non-availability of public transport, will be negotiated between management and the staff delegates or trade union delegates, depending in particular on local circumstances and the conditions of performance and remuneration of the work. - The employer is not obliged to provide this equipment (safety gloves and shoes), but must contribute to the purchase and maintenance of this equipment by paying a daily bonus for each day partly or wholly worked, the amount of which is fixed at the annual mandatory negotiation. - If the employee has to provide this special clothing or maintain the clothing provided by the employer, he or she will receive an allowance (called "feu habillé"). The amount of these allowances will be the one set at the annual mandatory negotiation. - Staff hired on a trial basis and who can justify the need for dual residence shall receive an allowance during the trial period equal to at least 50% of the daily travel allowance. This allowance cannot be cumulated with the travel allowance. - The company shall bear the costs resulting from an employee's change of residence up to a limit of an amount fixed in advance by mutual agreement.

- **Article I.1 :** This agreement and its annexes regulate the relationship between, on the one hand, artistic, technical and administrative personnel, with the exception of State personnel and public law personnel of local authorities, and, on the other hand, companies in the public live performance sector.

Live performance companies in the public sector are structures under private law (regardless of their status) and public law that meet one or more of the following criteria:

- Companies whose management is appointed by public authorities (State and/or local authorities)
- Companies where at least one of the decision-making bodies includes a representative of the public authorities
- Companies benefiting from a label awarded by the State (approved drama companies, approved choreographic companies, approved music venues and, in general, all approved or commissioned structures)
- Companies subsidised directly by the State and/or local authorities within the framework of multiannual funding agreements, or project support agreements for dramatic, choreographic, lyrical, performing arts or street arts companies, and musical ensembles.

The following are excluded from this scope of application

- Live performance companies in the private sector within the meaning of the inter-branch agreement on the performing arts of 22 March 2005 concerning the common definition of the fields of application of collective agreements in the private and public sectors
- National theatres (Comédie-Française, Théâtre de l'Opéra de Paris, Odéon, Chaillot, Théâtre national de Strasbourg, Théâtre national de la Colline and Opéra-Comique)
- Directly managed establishments, except for their relations with staff employed under private law contracts
- Non-profit organisations governed by private law, whose main activity is to develop activities of social interest in the cultural, educational, leisure and outdoor fields.

Artist-musicians hired by other companies	
Monthly remuneration	
Open-ended contract, monthly gross amount	€ 2,577.59
Fixed-term contract > 1 month, monthly gross amount	€ 2,680.45
Fixed term contract (special contract) > 1 month, monthly gross amount	€ 2,835.44
Fee based remuneration	
Rehearsal, 3 hours	€ 102.87
Performances	€ 102.87

Unspecified artist-musicians in ensembles	
Monthly remuneration	
Open-ended contract, monthly gross amount	€ 2,577.48
Fixed-term contract > 1-month, monthly gross amount	€ 2,680.45
Fixed term contract (special contract) > 1-month, monthly gross amount	€ 2,835.44
Fee based remuneration	
Rehearsals	
Day with 2 services (6 hours and pro rata after that)	€ 145.27
Daily guaranteed pay if isolated rehearsal	€ 102.87
Performances	
General case	€ 145.27
7 performances or more over 15 days	€ 127.84
Performances and rehearsals	
Rehearsal and performance in a single day	€ 222.50

Specified artist-musicians in ensembles	
Monthly remuneration > 1 month	
Tutti player	€ 3,005.85
Solo player	€ 3,117.18
Section leader (Must also take into account the categories defined in the orchestra by company agreement)	€ 3,328.72
Fee based remuneration	
Minimum fee for 3 hours of service (or less)	€ 102.87
After 3 hours: pro rata temporis remuneration	
See also special case of ensembles employing specified musicians under open ended contract, Article X.3.3.A	

National collective agreement for private companies in the live performance sector of 3 February 2012 – Information on terms and conditions of employment		
Item (related provision in the collective agreement)	Information provided	Example
Personal and material scope (article 1er)	Applicable to: <ul style="list-style-type: none"> - artistic, technical, administrative, commercial and reception staff - Legal entities in the private sector with an artistic and cultural purpose whose main activity is live performance - Operators of live performance venues or touring companies - Producers of live performances or touring companies - Presenters of live performances 	<i>This agreement and its annexes regulate, on the national territory (metropolitan France and overseas departments), the relations, working conditions and wages as well as the questions arising from it.</i>
Period of validity of the collective agreement (articles 16.1 à 16.11)	1 year from its signature, then tacitly renewed once for an indefinite period, then biennially, then 1 year before the expiration of each biennial period.	<i>This agreement is concluded for an initial period of one year from the date of signature, during which time it may not be terminated. It will then be tacitly renewed once for an indefinite period and then every two years, unless it is terminated by registered letter with acknowledgement of receipt 6 months before the end of the first annual period, and then 1 year before the end of each two-year period.</i>
Details of the parties to the collective agreement	<ul style="list-style-type: none"> - Employers' organisations: CSCAD, PRODISS, SCC, SNDTP, SMA, SNC, SNES. - Trade unions : F3C-CFDT, SNAPAC-CFDT, FCCS-CFE-CGC, SNACOPVA-CFE-CGC, SNAPS-CFE-CGC, CFTC de la communication, Syndicat national CFTC spectacles, communication, sports, loisirs, FNSAC-CGT, SFA-CGT, SNAM-CGT, SYNPTAC-CGT, FASAP-FO, SN2A-FO, SNLA-FO, SNM-FO, SNSV-FO. 	<ul style="list-style-type: none"> - Done in : Paris on 3 February 2012 - Employers' organizations : (see details) - Employees' trade union organisations : (see details) - Latest: FSICPA, by letter of 4 August 2017
Remuneration (articles 6.3 et 6.4)	<ul style="list-style-type: none"> - Minimum wage (10,25€/hour gross) - Minimum wage by function 	<i>Monthly salary for 30 performances and/or Monthly salary for 151.67 hours</i>
Other elements of remuneration (articles 8.6, 8.11, 8.20, 10.2)	<ul style="list-style-type: none"> - Overtime - Sunday work - Days' package - Night work - Working on public holidays 	<p><i>Overtime: the annual quota of overtime per employee and per year is set at 220 hours for the same employer, unless otherwise provided for in the annexes, with a maximum of 270 hours.</i></p> <p><i>Work exceeding the maximum amount of days under a days' package: the remuneration may not be less than 130% of the agreed minimum wage corresponding to the professional category to which the person concerned belongs, nor, in the case of an employee who was not previously on a days's package scheme, 110% of his or her previous gross basic salary.</i></p> <p><i>For this category of staff, if they work on a public holiday, they will be paid an additional 15%.</i></p>

Maximum work periods and minimum rest periods	<ul style="list-style-type: none"> - Maximum working time - Minimum rest time - Overtime - Night work - Break time 	<i>The legal provisions are those to be taken into account in the absence of elements in the collective agreement.</i>
Minimum paid annual leave (article 10.1)	Amount of minimum paid annual leave	<i>2.5 working days of holiday per month</i>
Allowances or reimbursement of expenditure (annexes)	<ul style="list-style-type: none"> - Allowance for captain replacement for artists-performers 	<i>Venues with a maximum capacity of 300 seats:</i> <ul style="list-style-type: none"> - Level I: one performance, €15; two performances, €21; - Level II: one performance, €7.50; two performances, €10.50. <i>Venues with more than 300 seats:</i> <ul style="list-style-type: none"> - Level I: one performance, €15.75; two performances, €22.05; - Level II: one performance, €7.87; two performances, €11.02. <i>Maintenance rehearsal: - for a 3.5-hour service, including warm-up: €35.</i>

Article 1 : This agreement and its annexes regulate, on the national territory (metropolitan France and overseas departments), the relations, working conditions and wages as well as the issues arising from it between

- on the one hand, the artistic, technical, administrative, commercial and reception staff;
- and, on the other hand, natural and legal persons in the private sector with an artistic and cultural purpose whose main activity is live performance, who create, host, produce, tour or broadcast live performances.

A live performance is understood to be the public representation of intellectual work presented by at least one artist in the presence of an audience. This includes, in particular, live performance entrepreneurs in the private sector who hold one or more of the licences referred to in Article 2 of Law No 99-198 of 18 March 1999 amending the Decree of 13 October 1945 relating to live performances, whose main activity is that of :

- operators of live entertainment venues equipped for public performances;
- and/or producers of live performances or tour operators;
- and/ or broadcasters of live performances as defined by the aforementioned law.

N° of performances		1 to 7 performances	8 or more performances	Monthly remuneration
Remuneration per performance in venues with a maximum capacity of 300 seats (or opening acts and openers)	Solo artist	€ 87.28	€ 79.78	€ 1,521.22€
	Group of solo artists	€ 87.28	€ 79.78	€ 1,521.22€
	Chorister	€ 87.28	€ 79.78	€ 1,521.22€
	Dancer	€ 87.28	€ 79.78	€ 1,521.22€

N° of performances		1 to 7	8 to 15	16 and more	Monthly remuneration
Remuneration per performance	Solo artist	€ 128.31	€ 113.99	€ 102.23	€ 2,046.47
	Group of solo artists	€ 113.99	€ 102.32	€ 91.19	€ 1,536.43
	Chorister whose part is integrated into the director's partition	€ 112.39	€ 100.73	€ 89.60	€ 1,791.98
	Chorister	€ 90.48	€ 80.32	€ 71.74	€ 1,521.22
	Dancer	€ 90.48	€ 80.32	€ 71.74	€ 1,521.22

N° of performances		1 to 7	8 to 15	16 and more	Monthly remuneration
Remuneration per performance	1st solo singer / 1 st role	€ 157.74	€ 142.07	€ 127.97	€ 2,559.33
	Solo singer / 2 nd role	€ 126.4	€ 112.82	€ 100.81	€ 2,017.17
	Chorister	€ 90.48	€ 80.32	€ 71.74	€ 1,521.22
	1st solo dancer / 1 st role	€ 157.74	€ 142.07	€ 127.97	€ 2,559.33
	Solo dancer / 2 nd role	€ 147.29	€ 129.53	€ 114.39	€ 2,283.55
	Ensemble choreographer	€ 126.40	€ 112.82	€ 100.81	€ 2,017.17

	Music hall artist, illusionist, visual act (juggling, acrobatics, etc)	€ 157.74	€ 145.72	€ 131.19	€ 2,622.00
	Actor, comedian	€ 157.74	€ 145.72	€ 131.19	€ 2,622.00
	Understudy	€ 88.27	€ 78.35	€69.99	€ 1,521.22
	1 st assistant of attractions	€ 85.66	€ 77.30	€ 69.99	€ 1,521.22
	Other assistants	€ 77.08	€ 69.69	€ 68.11	€ 1,521.22

