

# **Professional Standards for Dance Version 2.0**

**Canadian Alliance of Dance Artists, Ontario Chapter  
February 2009**



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Canadian Alliance  
of Dance Artists - Ontario Chapter

ISBN 978-0-9812061-0-3

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### **Acknowledgements**

CADA-ON Board of Directors 2008/09: Sasha Ivanochko (Chair), Lucy Rupert (Vice-Chair), Nova Bhattacharya (Treasurer), Kate Alton, Bridget Cauthery, Jennifer Dick, Louis Laberge-Côté, Tracey Norman, Matthew Romantini and Matt Waldie

Executive Director: Elizabeth Chitty

CADA-ON acknowledges and thanks those who developed Version 1 of this document. We wish also to thank Kai Lai and gratefully acknowledge the assistance of our legal counsel, Glenn Wheeler, for contributions to Version 2.

We gratefully acknowledge the support of Ontario Trillium Foundation, Canada Council for the Arts, Toronto Arts Council and Ontario Arts Council.



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## **1. CANADIAN ALLIANCE OF DANCE ARTISTS, ONTARIO CHAPTER (CADA-ON)**

CADA-ON is a non-profit organization that empowers and educates its membership of dance professionals to promote the art form in society. It was formed in 1986 in response to impending Status of the Artist Legislation in Canada and incorporated in the Province of Ontario in 1995. Its membership categories include Professional Artists, Emerging Artists, Dance Students and Associates.

CADA-ON first published The Professional Standards for Dance (PSD) in 2003. Other CADA-ON programs include the Training Subsidy Program, Accident Insurance, Professional Development Program and Professional Discounts. CADA-ONs Professional Standards for Dance and programs reflect a holistic dance community where an artist's roles may encompass engager, engagee or member of a collective – an alternative to the traditional labour/management model. To achieve its goals, CADA-ON collaborates with many other organizations.

## **2. PURPOSE AND USE OF THIS DOCUMENT**

This is a best practices document intended to provide basic guidelines for the members of CADA-ON in negotiating work agreements. PSD provides suggested minimum standards regarding hours of work, fee standards and working conditions and outlines rights and responsibilities of Dancers, Choreographers and Producer/Presenters in work agreements.

This document is intended to promote and support professional standards and conditions of work in dance. The guidelines as set out herein do not preclude the negotiation of further terms of agreement as determined by negotiating parties. This document is written in language suitable for independent contractors who are not employees, however, it is our intent that the standards in this document also serve employers and employees. Dance artists are reminded that the Ontario Employment Act covers only employees, not independent contractors. Dance artists are reminded that it is important to understand your status - whether you are an employee or self-employed – as this impacts on your ability to apply for Employment Insurance and your rights under federal and provincial legislation. (See Glossary.)

These standards should not be regarded or relied upon as legal advice or opinions. CADA-ON and its directors, employees and volunteers make no warranties or representations, express or implied, with respect to this document and shall in no event be liable for any damages arising from the use of this document including, without limitation, any incidental or consequential damages arising out of the use of or inability to use the document.

This is a living document. Amendments and supplements to PSD shall be issued as deemed necessary by the Board of Directors of CADA-ON and further editions of PSD shall be published as necessary over time to reflect changes and developments in the field. Members will be given opportunities to have input into changes and are encouraged to provide comment on the document to CADA-ON at any time.

This document is based in Euro-American theatrical tradition. We welcome collaboration on how this document can be applied or amended to encompass other cultural practices.

As per the CADA-ON Membership Application and Agreement, members agree to endeavor to undertake and abide by the principles and policies of CADA-ON, including the PSD and its conflict resolution process. CADA-ON takes no responsibility – legal, moral or financial - for any failure of its members to abide by the guidelines of the PSD.

A glossary of terms used in this document is provided.

### **3. RIGHTS & RESPONSIBILITIES OF THE DANCER**

#### **3.1 Overview**

The Dancer agrees to be prompt and punctual at rehearsals and costume fittings; to attend all rehearsals as required; to appear at the venue no later than the show call; to pay strict regard to stage make-up and stage dress; to perform his/her services as reasonably directed and execute the choreography to the best of his/her ability under the direction of the Choreographer, Stage Manager, Rehearsal Director or Artistic Director; to maintain the original intent of the Choreographer throughout the run of the show; to learn his/her role within a reasonable time period set by the Choreographer or Producer/Presenter; to properly care for his/her costumes and props; to use, when required by the Producer/Presenter, safe electronic equipment and to respect the physical property of the Producer/Presenter and the venue.

#### **3.2 Specifics**

- 3.2-1 The Dancer agrees to abide by all obligations stated in his/her Agreement and all riders attached thereto.
- 3.2-2 The Dancer is responsible for having warmed up for commencement of rehearsal unless otherwise negotiated.
- 3.2-3 Outside of rehearsal hours, the Dancer will be available for costume fittings, photo calls, publicity or video documentation given a minimum of 72 hours notice.
- 3.2-4 The Dancer will not present himself/herself during scheduled terms of work while intoxicated from alcohol or drugs.
- 3.2-5 If the Dancer is unable to rehearse or perform due to intoxication or similar impairment, the Engager may determine that the Dancer will not rehearse or perform.
- 3.2-6 Under the terms of each Agreement, the Dancer has a right to be kept informed and updated as to the Producer/Presenter's rehearsal dates and times, performance times and touring plans.
- 3.2-7 The Dancer contracted by the Engager is not required to fulfill any role (i.e. company teacher, rehearsal director, administrator, publicity assistant, janitor, wardrobe, or any other duty) other than as a Dancer, unless otherwise negotiated and specified in the Agreement. The Dancer will not perform any additional duties that are not specified in his/her Agreement unless he/she negotiates additional compensation, which will be to his/her satisfaction. If such additional duties as stated above are agreed upon, compensation will be specified in a rider attached to his/her Agreement and will constitute part of his/her fee.
- 3.2-8 The Dancer will provide his/her own basic make-up, undergarments (except those required as a costume), standard rehearsal clothing and basic hair care. The Engager will provide all specialized make-up.
- 3.2-9 The Dancer may only be requested to use body make-up where suitable bathing facilities (hot and cold running water) are available at the venue.
- 3.2-10 Footwear that is additional to what the Dancer normally wears to train or rehearse will be provided by the Engager as rehearsal footwear and will be used only in rehearsals. Where special or specific footwear, satisfactory to the Dancer as to fit, quality and safety, is required for performance, such footwear will be provided by the Engager as costuming. The Dancer and Engager will define a mutually agreed upon time period during which the Dancer may rehearse in such footwear.

- 3.2-11 The Dancer has the right to a reasonably safe rehearsal time period for extraordinary costuming, footwear, masks, headdresses, wigs, jewelry, etc.
- 3.2-12 A Dancer has the right to refuse to perform any act he/she deems unreasonable or unsafe.
- 3.2-13 During rehearsal and performance, necessary protection for the Dancer (i.e. knee pads, bandages, braces, ice, etc.) will be allowed if required by the Dancer. The Dancer will inform the Engager at the earliest possible time if such protection is necessary.
- 3.2-14 The Dancer's requirement to attend classes and warm-ups will be determined and agreed upon by the Dancer and the Engager prior to the commencement of the engagement period.
- 3.2-15 The Dancer agrees to abide by all rules of the venue that are not in conflict with the provisions of the Agreement.
- 3.2-16 The Dancer is not liable for any costs if a Producer/Presenter declares bankruptcy.

#### **4. RIGHTS & RESPONSIBILITIES OF THE CHOREOGRAPHER**

##### **4.1 Overview**

The Choreographer agrees to be prompt and punctual for all scheduled rehearsals; respect the physical property of the Producer/Presenter and/or venue; conduct rehearsals in a respectful manner; and to abide by the particular artistic policies of the Producer/Presenter. In addition, the Choreographer agrees to make reasonable personal publicity appearances and participate in radio, television and press interviews for the purpose of promoting the production.

##### **4.2 Specifics**

- 4.2-1 The Choreographer agrees to abide by all obligations stated in his/her Agreement and all riders attached thereto.
- 4.2-2 The Choreographer accepts the same rights and responsibilities as the Dancer in regard to 3.2-1-7 and 10.
- 4.2-3 The Choreographer will terminate rehearsals at the designated time.
- 4.2-4 The Choreographer will not make demands on the Dancer that place the Dancer's health and welfare at risk.
- 4.2-5 The Choreographer is responsible for providing the Engager with information relating to time and resources required to complete their work. The Choreographer is obligated to meet schedules and budgets provided by the Engager and communicate with the Engager any variances in a timely manner.
- 4.2-6 The Choreographer will maintain rehearsal, production and performance schedules in conjunction with the production team.
- 4.2-7 The Choreographer has the right to case the Dancers who are suitable in fulfilling the specific needs of the production and will inform the Dancers of all casting and casting changes in a timely manner.
- 4.2-8 In the event of a re-mounting of the production, the Choreographer has the right to re-cast the Dancers, as he/she deems fit, without regard to casting of the original production.
- 4.2-9 Other than an emergency change, the Choreographer will post any cast change during a performance season at least 2 days in advance of the implementation of such change.
- 4.2-10 The Choreographer has the right to negotiate with the Engager the terms of payment of royalties and the licensing for the presentation of works choreographed by the Choreographer.
- 4.2-11 The Choreographer is not liable for any costs if a Producer/Presenter declares bankruptcy.

## **5. RIGHTS & RESPONSIBILITIES OF THE PRODUCER/PRESENTER**

### **5.1 Overview**

The Producer/Presenter will be responsible for all costs of the production, unless otherwise negotiated and specified in the Agreement, and for the fulfillment of all legal and engagement obligations required of him/her in the role of Producer/Presenter.

### **5.2. Specifics**

- 5.2-1 The Producer/Presenter agrees to abide by all engagement obligations stated in his/her Agreement and all riders attached thereto.
- 5.2-2 The Producer/Presenter will secure copyrights as required by the Dance Artist and ensure that payments for royalties are directed to the appropriate individuals, unless otherwise negotiated and specified in the Agreement.
- 5.2-3 The Producer/Presenter will maintain the budget and have final approval of expenses incurred for the production.
- 5.2-4 The Producer/Presenter will maintain rehearsal, production and performance schedules in conjunction with the production team.
- 5.2-5 The Producer/Presenter is responsible for publicizing the production as negotiated.
- 5.2-6 The Producer/Presenter will obtain, or ensure that, adequate liability insurance is in place for the rehearsal and performance venues, including that required for outdoor performances or other alternative performance venues, unless otherwise negotiated and specified in the Agreement. The insurance will indemnify the Dance Artists from damages to the venue, other artists, members of the audience and the public at large.
- 5.2-7 The Producer/Presenter in conjunction with the Choreographer will outline a detailed schedule of the number of hours required for each aspect of the production, including development, rehearsal, performance, workshops and other required work.
- 5.2-8 The Producer/Presenter will outline a detailed schedule of the confirmed performance dates and possible or unconfirmed performance dates for the production team.
- 5.2-9 The Producer/Presenter will obtain specific permits as required by provincial or municipal by-laws.
- 5.2-10 The Producer/Presenter is solely responsible for all costs if the Producer/Presenter declares bankruptcy.

## **6. WORKING CONDITIONS**

### **6.1 Environment**

- 6.1-1 A sprung, wooden floor and/or marley are considered appropriate for dance. The necessary traction and safety in relation to the nature of the work being rehearsed will be discussed with the Dance Artist and suitable adjustments in choreographic requirements and/or the use of protective apparatus and apparel will be made to facilitate working on other than a sprung, wooden floor and/or marley.
- 6.1-2 The rehearsal and performance areas will include proper flooring, good ventilation, adequate lighting, sanitary toilet facilities, hot and cold running water, adequate heat, accessibility to first aid equipment (including ice packs and tensor bandages) and a regularly maintained, clean, working environment.
- 6.1-3 The venue area temperature will be at or between a minimum of 18° C and a maximum of 32° C at all times.
  - i. Air temperature: area air temperature will be within this above-stated range. Exceptions may be made for outdoor performances, however the Dance Artist has the right to refuse to work without penalty if the area air temperature is not within the above-stated range.
  - ii. Dance surface temperature: the dance surface temperature will be at or between a minimum of 6° C and a maximum of 36° C. The Producer/Presenter is responsible for providing a contact temperature with which to measure the dance surface temperature.

- 6.1-4 The Dance Artist has the right to request any additional protective equipment or measures he/she may deem necessary for his/her personal health and safety, including the rescheduling and or reprogramming of rehearsals and/or performances.
- 6.1-5 If the venue standards and conditions as outlined in the Agreement are not met and if the possibility exists of damage to his/her physical health and well-being, the Dance Artist has the right to refuse to work and will still receive payment in full.
- 6.1-6 CADA-ON incorporates the *Safety Guidelines for the Live Performance Industry in Ontario* into the Agreement. In addition, the Producer/Presenter agrees to provide the Dance Artist with a safe and sanitary working environment. The Producer/Presenter further agrees that the venue is subject to the health and safety standards established by the region in which it is located.

## **6.2 Hours of Work**

- 6.2-1 A rehearsal day will not exceed 8 consecutive hours including breaks, warm-up time and costume fittings.
- 6.2-2 A 15-minute break will be scheduled for every 2 hours of rehearsal. If a rehearsal day exceeds 4 hours, a meal break of no less than 1 hour will be scheduled. The Engager will not be responsible for paying for the meal break unless negotiated and specified in the Agreement.
- 6.2-3 A rehearsal week will consist of not more than 6 consecutive working days and a free day.
- 6.2-4 A week of performances will consist of not more than 7 full-length performances per week and a free day.
- 6.2-5 Notice of rehearsal call time will be made at least 24 hours in advance for a daily ongoing engagement. For an engagement where scheduled rehearsals or sporadic, notice will be given at least 1 week prior to the rehearsal call.
- 6.2-6 In a run of performances, every alternate performance day a rehearsal of a maximum duration of 4 hours may be called. Rehearsals will not be scheduled on days when there is more than 1 performance.
- 6.2-7 Changes in rehearsal schedules that cause the Dance Artist to lose income from work outside the engagement may be considered just cause for the Dance Artist to miss a rehearsal.
- 6.2-8 The Dance Artist will be informed of the performance schedule and/or touring schedule at least by the time the engagement commences.
- 6.2-9 In the event of a change in the performance schedule, the Dance Artist will be notified at least 24 hours in advance, and whenever possible, 48 hours notice will be given.
- 6.2-10 A performance day includes a mandatory half-hour call prior to curtain.
- 6.2-11 Warm-up calls for performance will be determined in agreement between the Producer/Presenter, the Choreographer and the Dancer according to the needs of the performance.

## **7. FEES & PAYMENT FOR DANCE ARTISTS – OVERVIEW**

### **7.1 Terms of Engagement**

- 7.1-1 Prior to the beginning of the engagement the type of payment (e.g. hourly, weekly or flat rate) will be negotiated by the Engager and the Engagee.
- 7.1-2 Prior to the beginning of the engagement the frequency of pay will be negotiated by the Engager and the Engagee.
- 7.1-3 The Engager will indicate to the Engagee the quantity (e.g., hours, weeks, months) and type of activity required for the engagement.
- 7.1-4 If the Engagee works hours beyond the hours negotiated in the Agreement then the additional time:
  - i. will be overtime paid at a rate to be negotiated by the Engager and Engagee prior to commencement of the engagement, or

- ii. the Engagee will be given paid time off in lieu of pay.
- 7.1-5 The Engager will respect public holidays (see Glossary). When this is not possible, an overtime rate may be negotiated or the Engagee may be allowed a substitute day off with respect to public holidays.
- 7.1-6 Dance Artists agreeing to payment less than the recommended minimum will be publicly acknowledged (for example, in a printed program) for such in-kind contribution of services.

**7.2 Hourly Rates of Compensation**

- 7.2-1 Suggested minimum hourly rates do not preclude the Dance Artist from negotiating higher than these rates.
- 7.2-2 The Engager and Engagee should be aware when working on an hourly basis that the standard practice is a minimum 2-hour call. This means that should an Engager choose to work less than 2 hours, he or she must pay Engagee for no less than 2 hours.
- 7.2-3 Should the Engager choose to work more than 2 hours but less than the contracted number of hours for the activity, the Engagee shall be paid for the number of hours originally contracted.

**7.3 Weekly Rates of Compensation**

- 7.3-1 Suggested minimum weekly rates do not preclude the Dance Artist from negotiating higher than these rates.
- 7.3-2 An Engagee contracted for 20 or more hours per week of rehearsals may be paid a weekly, rather than an hourly rate. A weekly rate means that the Engager and Engagee have agreed upon a determined number of work hours and a set rate of pay per week.
- 7.3-3 Should an Engager choose to work less than the contracted number of hours in the week, the Engagee is still paid the weekly rate originally negotiated.
- 7.3-4 Should an Engager choose to work more than the contracted number of hours in the week, the rate for extra hours should be negotiated and paid out to the Engagee in addition to the weekly rate.
- 7.3-5 Should the Engagee be required to work in excess of 30 hours in a week, overtime will be in effect (see 7.1-4).
- 7.3-6 During an agreement where the Engagee is paid a weekly fee, the Engager will provide space and/or training as part of paid time for the purposes of the Engagee's required rehearsal preparation.

**7.4 Flat Rates of Compensation**

- 7.3-1 A flat fee may be negotiated and agreed upon by the Engager and Engagee. A flat fee remains subject to the provisions of 7.1 Terms of Engagement.
- 7.4-2 A flat fee Agreement covers any single work period that may include one or more of the following: choreographic development, rehearsal, performance, workshops remounting existing work, technical and dress rehearsals.

**7.5 Rates of Compensation for Exclusivity**

- 7.5-1 Exclusivity requires that the Engagee does not work for another Engager on another activity during the agreement period.
- 7.5-2 Where an Engager requires the exclusive right to an Engagee, the Engagee cannot expect his/her requests to adjust the rehearsal, technical or performance schedule to be honoured.

*Note: It is not recommended that an exclusive Agreement be agreed to when payment is less frequent than weekly or bi-weekly as there is little remedy for non-payment.*

**7.6 Rates for Compensation for Other Activities**

7.6-1 Even if the Engager does not anticipate activities such as costume fittings, publicity photo shoots, fundraisers, teaching, Q & A's with the public or receptions, an hourly rate for the Engagee for this type of activity will be negotiated and included in the Agreement.

7.6-2 The rate of pay for this type of activity should be the same as the rehearsal rate.

**7.7 Royalties**

7.7-1 Where the Engagee is a Choreographer, payment and rate of royalties to the Engagee and the licensing for the presentation of works choreographed by the Engagee will be negotiated and specified as an Appendix to the Agreement.

7.7-2 See Appendix B to the CADA-ON Agreement template. Options include:

- i. The choreographer retains copyright of the Work and licenses the Engager exclusive right to present the Work for the negotiated period of time of \_\_\_\_\_ . The right remains with the choreographer to remount or license the work to another party after the end of the negotiated period.
- ii. The choreographer retains copyright of the Work and licenses the Engager exclusive right to remount it at any time.
- iii. [as defined by the parties]

*Note: Current royalty rates for choreography in Canada range from 1% to 10% of the original fee paid for the work and are negotiated based on the length of the work and paid out per performance.*

**8. FEES & PAYMENT FOR DANCE ARTISTS - MINIMUM PAYMENTS**

**8.1 Purpose of Minimum Rates**

8.1-1 Minimum rates are the lowest rates that should be paid and increases should be negotiated between the Engager and Engagee to reflect the specific requirements and context of the engagement, the number of years of experience that the artists bring to the project, and standards in the city, province or region in which the project is taking place.

**8.2 Rates for Dance / Interpretation**

8.2-1 Dancers will be compensated for their work as dancers in addition to any and all compensation, which may be due them hereunder for their work as choreographers, teachers or rehearsal directors.

8.2-2 Dancer Rehearsal Fee:

- i. \$25.40 per hour minimum rate for professional artists
- ii. \$22.05 per hour minimum rate for emerging artists
- iii. \$919.85 per week if an exclusive engagement for professional and emerging dancers

8.2-3 Dancer Technical and/or Dress Rehearsal Fee(s) should be negotiated separately even if they fall on a performance day:

- i. \$25.40 per hour or \$57.10 minimum rate, or whichever is greater, for professional artists
- ii. \$22.05 per hour or \$49.60 minimum rate, or whichever is greater, for emerging artists

*Note: A flat fee for the Dress or Technical Rehearsal and Performance combined may be negotiated between the Engager and Engagee but must be agreed to in advance and detailed in an Agreement.*

8.2-4 Dancer Performance Fee:

- i. \$254 per performance for 1 to 3 performances - all other activity related to the engagement is negotiated separately.

- ii. An exclusive engagement is recommended for a week with 4 performances or more at a minimum rate of \$1015.00 for a maximum of 36 hours of activity including the performances.

**8.3. Rates for Choreography**

8.3-1 Choreographers should be compensated for their work as choreographers in addition to any and all compensation, which may be due them hereunder for their works as dancers, rehearsal directors or teachers.

8.3-2 Choreographer Fee:

The choreographer's fee will be established using one of these options:

- i. \$1015 minimum per week of in-studio rehearsal
- ii. \$254 minimum per minute of completed choreography
- iii. 20% minimum of the total project budget

*Note:* See 7.7 *Royalties above.*

**8.4 Rates for Teaching**

8.4-1 Dance teachers should be compensated for their work as teachers in addition to any and all compensation, which may be due them hereunder for their works as choreographers, dancers or rehearsal directors.

8.4-2 Teacher Fee:

- i. \$51.00 per hour

**8.5 Rates for Rehearsal Direction**

8.5-1 Rehearsal Directors should be compensated for their work as rehearsal directors in addition to any and all compensation, which may be due them hereunder for their works as choreographers, dancers or teachers.

8.5-2 Rehearsal Director Fee:

- i. \$25.40 per hour or \$57.09 minimum rate, or whichever is greater, for professional artists
- ii. \$22.05 per hour or \$49.58 minimum rate, or whichever is greater, for emerging artists

**8.6 Rate for Archival or Publicity Photography**

8.6-1 The product of archival or publicity photo shoots can be used for education or publicity purposes only. The product may be further used for commercial purposes unrelated to the original purpose provided a new Agreement is entered into. See 8.7.

8.6-2 Dance Artist Fee:

- i. \$25.40 per hour or \$57.09 minimum rate, or whichever is greater, for professional artists
- ii. \$22.05 per hour or \$49.58 minimum rate, or whichever is greater, for emerging artists

**8.7 Rates for Commercial Photography**

8.1-1 The product of commercial photo shoots can be resold and the Engager may profit.

- i. \$107.60 per hour minimum rate for professional and emerging artists
- ii. \$861.25 per 8-hour day minimum rate for professional and emerging artists

## **9. PROGRAM & CREDITS**

- 9.1 The Producer/Presenter will list in the program distributed to the audience, the names of all Dance Artists responsible for the creation of the production. In the event of omissions or cast changes in the printed cast listing in the program, the Producer/Presenter agrees to inform the audience of the changes and/or corrections with a written insert in the program and/or by making an announcement prior to each performance. The Producer/Presenter will correct the omissions, errors or cast changes in the next printing of the program.
- 9.2 The Producer/Presenter will acknowledge the Choreographer in all advertising and promotional materials.
- 9.3 The participation of Dancer/Interpreters in the creation of choreography will be acknowledged in writing in the program.

*Example: Choreography by [choreographer's name] with [dancers' names].*

- 9.4 Members of CADA-ON will be acknowledged as such in the program by the following or similar phrase: "Member of the Canadian Alliance of Dance Artists, Ontario Chapter". The phrase will appear with, or be linked by a typographical symbol, to the CADA-ON member's name.
- 9.5 It is the responsibility of the Dance Artist to provide a photograph and biographical material.
- 9.6 The Dance Artist has the right of approval of biographical material for the program and/or souvenir program. If the Artist does not return printer's proof of biographical material, with corrections, within 48 hours of receiving them, they will be considered approved by the Dance Artist.
- 9.7 The Producer/Presenter and Dance Artist will agree in advance and include In the Agreement, the requirements for posting the Dance Artist biography and photo. It is the Producer/Presenter's responsibility to ensure that the name of the Dance Artist, his/her photo, photo credit and biographical material are posted. This material will be displayed by the Producer/Presenter in one or both of the following ways:
- i. Prominently displayed and properly identified in the lobby
  - ii. Reduced to an appropriate size and reproduced, properly identified, in the house program.

## **10. PUBLICITY/DOCUMENTARY PHOTOGRAPHS & VIDEO FOOTAGE**

- 10.1 The Engager will disclose in advance any requirements of the Engagee to participate in photo shoots and/or filming or video tapings.
- 10.2 The use of photographs, film or video footage will be negotiated and included in the Agreement.

*Note: See 7.6 Rates for Compensation for Other Activities, 8.6 Rate for Archival or Publicity Photography and 8.7 Rates for Commercial Photography.*

- 10.3 Such photographs, film or videotapes are the legal property of the Engager and the Engager will use them at his/her discretion.
- 10.4 The Engagee may request that these materials be updated once the period of engagement is over.

## **11. ABSENCE DUE TO INJURY OR ILLNESS**

### **11.1 Overview**

11.1-1 The Engagee will make every reasonable effort to schedule regular medical, dental or therapy appointments outside of the regular rehearsal schedule.

### **11.2 Injury**

11.2-1 If the Engagee will be absent from a scheduled rehearsal or performance due to injury as a result of an accident and, in the opinion of a health care professional, the Engagee requires a recovery period before resuming regular rehearsal and performance activity, the Engager has the right to terminate the agreement without compensation if this period exceeds 7% of the total engagement period.

*Note: CADA-ON members are reminded of their Accident Insurance coverage and the Claim Procedure provided with membership.*

### **11.3 Illness**

11.3-1 If the Engagee will be absent from a scheduled rehearsal or performance due to an illness and, in the opinion of a health care professional, will require a recovery period before resuming regular rehearsal and performance activity, the Engagee may request paid sick leave of 7% of the total engagement period.

*Example: If the engagement period requires 50 rehearsals in total, the Engagee may request a paid sick leave of 3.5 rehearsals.*

11.3-2 The Engager will compensate the Engagee with a value equal to the Engagee's average daily income over the entire engagement period multiplied by the sick leave period which will be calculated in rehearsal units, i.e. if the Engagee's total income over the entire engagement period is \$1,800 and 50 rehearsals are required over this period, the Engagee's daily average income is \$36. The Engager will compensate the Engagee with \$126 which equals 3.5 rehearsals x \$36 daily average income.

11.3-3 The Engager has the right to terminate the Agreement if the sick leave period exceeds 7% of the total engagement period.

## **12. TERMINATION**

12.1 Required notice of termination will be negotiated between the Engager and Engagee prior to the engagement period and specified in the Agreement.

12.2 Under all circumstances of termination within the period of the engagement, if the Engager terminates the agreement, full compensation up to the date of termination must be paid to the Engagee.

12.3 Under circumstances considered without reasonable cause for termination:

12.3-1 Before the engagement period has begun:

- i. One month's notice will be required for either party to terminate the Agreement when termination occurs up to three months but less than a year in advance of the commencement of the engagement period.
- ii. Three months notice plus one week for every additional month, up to six months beyond a year, is required for either party to terminate the Agreement when termination occurs more than one year in advance of the commencement of the engagement period.

12.3-2 Once the engagement period has begun:

- i. If the Engager terminates the Agreement, the Engager is in breach of contract and must pay the Engagee 100% of the remaining value of the Agreement.
- ii. If the Engagee terminates the Agreement, the Engagee is in breach of contract and must pay the Engager 50% of their fees to the date of termination.

- 12.4 Under circumstances considered as reasonable cause for termination either before or after the engagement period has begun, and as long as least one prior documented warning discussion has occurred between the Engager and Engagee:
- 12.4-1 The Engager may terminate the agreement at any time and no further compensation to the Engager will be required.
- 12.4-2 The Engagee may terminate the agreement at any time and no compensation to the Engager will be required.

*Note: When reasonable cause is in dispute, members may refer to Section 15 as an alternative method of settlement.*

12.5 The following may be added to the Agreement:

*Force Majeure: In the case that the performance is rendered impossible or not feasible by an act or regulation of any public authority, civil turmoil, strike, epidemic, interruption or delay of transportation, facility or any cause beyond the control of the Engager or Engagee, it is understood and agreed that there will be no claim for damages by either party to this Agreement. Should the Engager be prevented from fulfilling engagement obligations by any of these acts, the Engagee's obligations will be waived and the Engager will not be responsible for any payment due.*

### **13. SEX, NUDITY & OBSCENITY**

- 13.1 During an audition process no member of CADA-ON will be required to disrobe in whole or in part.
- 13.2 No sex acts will be required of any member of CADA-ON in any audition.
- 13.3 Actual sex acts, will not be required of any member of CADA-ON during rehearsals or performances nor of any other person in any rehearsals or performances in which members of CADA-ON take part.
- 13.4 Where nudity or sexually suggestive acts are required of a member of CADA-ON in the course of a production, the member will be so advised in writing prior to signing the Agreement and stipulated in a rider attached to the Agreement.
- 13.5 When requirements for nudity or sexually suggestive acts arise in the course of rehearsal and the Engagee gives his/her consent, the requirements will be stipulated in a rider amending the Agreement.
- 13.6 When consent to requirements for nudity or sexually suggestive acts arising in the course of rehearsal is not given, there will be no reprisal against the Engagee.

### **14. DISCRIMINATION & PERSONAL HARASSMENT**

#### **14.1 Personal Harassment**

Harassment is subjection to any conduct or comment, which is known or ought to be reasonable to be known to be unwelcome or offensive, which creates an intimidating working environment or which denies individual dignity or respect. Harassment is prohibited on the grounds of sex, race, sexual orientation, racial or linguistic origin, creed, marital status, pregnancy, family status, age, disability or citizenship as well as other prohibited grounds defined by law. When such behaviour occurs, the offended party will make known to the harasser directly or indirectly that it is unwelcome behaviour. Should the behaviour continue, it will be reported to the Engager. The Engager has a duty to take immediate steps to investigate the complaint in as discreet and confidential a manner as possible and to take appropriate action, up to and including dismissal, against any person violating this clause. A complaint will in no way prejudice the complainant's engagement.

*Note: In cases when any party is a CADA-ON member, that member may follow Section 15.*

## **14.2 Sexual Harassment**

- 14.2-1 Sexual harassment is defined as an incident involving unwelcome sexual advances, request for sexual favours, or other verbal or physical conduct of a sexual nature:
- i. When such conduct might reasonably be expected to cause offence or humiliation to another person or group of persons; or
  - ii. When the submission to such conduct is made implicitly or explicitly a condition of work; or
  - iii. When submission to such conduct is accompanied by a reward, or the express implied promise of a reward for compliance; or
  - iv. When such conduct has the effect of interfering with a person's work or performance by creating a hostile or offensive environment.
- 14.2-2 Types of behaviour that constitute sexual harassment include, but are not limited to:
- i. Unwelcome remarks, jokes, innuendos, or taunts about a person's body, clothing or sex, told or carried out after the individual has been advised that their actions are offensive or embarrassing; or
  - ii. Insulting gestures of a sexual nature, or other behaviour which causes discomfort, awkwardness or embarrassment; or
  - iii. Displaying pornographic pictures or other sexually offensive materials in the specific environment in which the complainant is required to work; or
  - iv. Degrading remarks directed at members of one sex or sexual orientation; or
  - v. Unnecessary and or persistent unwelcome physical contact; or
  - vi. Demands for sexual favours; or
  - vii. Unwelcome and inappropriate enquiries about a person's sex life.

## **15. DISPUTE RESOLUTION PROCEDURE**

### **15.1 Overview**

CADA-ON provides resources to members to support dispute resolution through Professional Development workshops, electronic and print literature, staff consultation and referral to mediation. Staff consultation is limited to listening to a complaint, referral to resources, and if required, steps outlined in 15.3-2. Resources include referral to mediation when the dispute is related to Agreements based on the PSD. CADA-ON will maintain a roster of recommended external and independent mediators available to its members and/or a relationship with providers of *pro bono* services.

### **15.2 Early Resolution**

Members are encouraged to first attempt to resolve disputes themselves by the suggested process.

Complainants are encouraged to engage the respondent in communication which:

- Identifies and explains the problem to the respondent, including the desired outcome to solve the problem; and
- Provides an opportunity to the respondent to provide her/his perspective of the problem including a proposed solution.
- When a complainant and respondent can engage in a such a conversation, this may resolve the matter informally and effectively.
- Should an acceptable solution not be agreed upon, mediation may be a course taken by the complainant.
- The complainant, however, should never feel obliged to approach a respondent if addressing the respondent could lead to an escalation of the dispute to an unwanted outcome. In such cases, mediation may also be a course taken by the complainant.

**15.3 Mediation**

15.3-1 If a dispute cannot be resolved by steps taken in 15.1, members may seek mediation by contacting CADA-ON for a list of recommended, independent mediators available through *pro bono* services. The number of mediators on such a roster may number one to several. CADA-ON cannot guarantee access to mediators outside of Toronto and members residing outside Toronto may be required that he/she and the respondent travel to Toronto for mediation.

15.3-2 Such a request must take place within three months of a specific incident, or most recent specific incident, in the dispute.

**15.3-2 Intake**

When the complainant contacts CADA-ON for mediation, CADA-ON will:

- i. Discuss attempts at Early Resolution and their outcomes;
- ii. Assess whether the dispute is related to the PSD.
- iii. If the dispute is related to the PSD, provide information on the nature of mediation and what to expect.
- iv. Provide information on *pro bono* services available from CADA-ON for mediation if the member elects to use the CADA-ON Mediation Roster.
- v. Provide information including contact information on available mediators recommended by CADA-ON.

15.3-3 Should the complainant agree to a mediator on the CADA-ON roster, the complainant will be responsible for contacting the mediator. The mediator will provide the complainant with information on the mediation process and mediation protocol.

15.3-4 If resolution is achieved, the mediator will provide CADA-ON with a copy of the written agreement to be filed in the member files of the respective complainant and respondent.

15.3-5 If resolution is not achieved, the parties may seek other remedies.

**15.4 Other Remedies**

15.4-1 CADA-ON will make available to its members the contact information of CADA-ONs legal counsel, Artist's Legal Advice Services and other resource information if available to assist the member.

## Appendix A

### GLOSSARY

*For the purposes of this document, the terms used are defined as follows:*

**Agreement** refers to the contractual agreement between parties based on this document. It may or may not use the Agreement Templates provided in this document.

**Artist** (see Appendix B: Canadian Artist Code)

**Artistic Director** is a person who directs or provides leadership for all artistic activities leading towards the fulfillment of the aims and objectives of the production/company and its established artistic policy.

**Canadian Artist Code** is used by CADA-ON to determine membership eligibility. (See Appendix C.) The Canadian Artist Code was developed in the context of federal Status of the Artist legislation, however, it has no legal status.

**Complainant** is the person making the complaint.

**Choreographer** is a Dance Artist who

- i. creates an original work of choreography
- ii. recreates his/her original work of choreography already performed by any company, dance artist or groups of dance artists
- iii. creates a work which is a combination of I and ii above

**Choreography** is the creation, arrangement and design of movement and other events for the purpose of expression, and usually for the purpose of performance.

**Copyright** is the legal right to perform or record or cause to be performed or recorded a work.

**Costume Fitting** is a period of time scheduled for the specific purpose of making adjustments to a costume to fit an individual Artist.

**Cue-to-Cue Rehearsal** is a rehearsal that focuses on the coordination and timing of all technical elements within a production. This includes, but is not limited to, the rehearsal of lighting, sound, fly cues, quick changes or scenery changes.

**Dance Artist** refers to Dancer and/or Choreographer and/or Rehearsal Director.

**Dancer** is an Artist who practices the art of dance and who offers his/her professional services as an interpreter, collaborator or performer in the field of dance.

**Emerging Artist** is an artist who fulfills (f) and one other criteria of the Canadian Artist Code. (See Appendix C.)

An **Employee** works for an employer and deductions for EI, CPP and income tax are made from gross pay. The legal definition is:

*“employee” includes,*

*(a) a person, including an officer of a corporation, who performs work for an employer for wages,*

*(b) a person who supplies services to an employer for wages,*

*(c) a person who receives training from a person who is an employer, as set out in subsection (2), or*

*(d) a person who is a homemaker,  
and includes a person who was an employee; (“employé”)  
(source: Ontario Employment Standards Act, 2000)*

**Engager** refers to either an Employer or Contractor. Examples include a dance company employing dancers, or an independent dance artist commissioning a choreographer.

**Engagee** refers to either an Employee or independent Contractee. Examples include a dancer employed by a dance company or a choreographer commissioned by an independent dance artist.

**Extraordinary Risk** is any activity, such as suspension from trapezes or wires or like contrivances, use of or exposure to weapons, fire or pyrotechnic devices, dangerous leaps, falls, throws, catches, knee drops, or slides from or onto the floor or a platform where the difference in level is more than four feet, or any similar activity yet to be invented.

**Flat Fee Agreement** is an agreement including rehearsal time and/or performance(s) for which the Dance Artist receives a single undifferentiated fee for all work.

**Free Day** is a twenty-four hour period of time during which the Engagee will not be required to travel or perform any services or obligations for the Engager whatsoever. There will be at least one free day during each engagement week.

**Independent Contractor** refers to a self-employed individual.

**Performance** is a presentation to an audience of a choreographed or improvised dance work which or without musical accompaniment for which admission is usually charged. Performance venue can include a theatre, studio, outdoor or other alternative space.

**Photo Call** is a time period scheduled for shooting photographs.

A **Professional Artist** is recognized as one who meets a combination of four of the criteria of the Canadian Artist Code (see Appendix C), one of which must be d., e., f or g.

A **Producer** is responsible for the production of a dance performance. A producer engages dance companies or independent artists to create or re-mount work.

A **Presenter** is an organization or person engaging dance companies or independent artists to offer dance programming to an audience. A presenter may or may not be specialized in dance.

**Producer/Presenter** - This document uses this term to encompass either role or those operating in both roles.

### **Public Holidays**

There are 9 public holidays in the Province of Ontario. The following are the 2009 dates:

January 1 - New Years Day  
February 16, - Family Day  
April 10 - Good Friday  
May 18 - Victoria Day  
July 1, 2009 - Canada Day  
September 7, 2009 - Labour Day

October 12, 2009 - Thanksgiving  
December 25, 2009 - Christmas Day  
December 26, 2009 - Boxing Day

(source: Ontario Ministry of Labour)

**Rehearsal** is a trial performance or practice in advance of a performance for an audience, including but not limited to the creation of choreography, staging of movement, spacing, the giving of notes, etc. and will be regarded as rehearsal time if the Dance Artist is required to attend.

**Rehearsal Director** is a Dance Artist or other individual who runs and/or manages rehearsals under the direction of the Choreographer and/or Producer/Presenter.

**Respondent** is the person against whom a complaint is being made.

**Royalty** is a payment to a Choreographer for each public performance of his/her work after the world premiere or as negotiated.

**Venue** is the site or location of a rehearsal or performance.

## APPENDIX B

### RESOURCES

Canada Revenue Agency RC4110 Employee or Self-employed?  
<http://www.cra-arc.gc.ca/E/pub/tg/rc4110/README.html>

Ontario Employment Standards  
<http://www.labour.gov.on.ca/english/es/>

Safety Guidelines for the Live Performance Industry in Ontario  
<http://www.labour.gov.on.ca/english/hs/guidelines/liveperformance/index.html>

## Appendix C

### CANADIAN ARTIST CODE

A professional Artist is recognized as one who meets a combination of four of the following criteria, one of which must be d., e., f. or g.:

- a. The fact that an Artist has presented his/her work to the public by means of exhibitions, publications, performances, readings, screenings or similar representative appropriate to the nature of his/her work;
- b. The fact that an Artist is represented by a dealer, publisher, agent, or similar representative appropriate to the nature of his/her work;
- c. The fact that an Artist devotes a reasonable proportion of his/her professional time as an artist to promoting or marketing his/her work, including, but not limited to, presenting himself/herself for auditions, seeking sponsorship, agents or engagements, or similar activities appropriate to the nature of his/her work;
- d. The fact that an Artist receives or has received, compensation from his/her work including, but not limited to, sales fees, commissions, salaries, royalties, grants and awards, any of which may reasonably be included as professional or business income;
- e. The fact that an Artist has a record of income or loss relevant to the exploitation of his/her work and appropriate to the span of his/her artistic career;
- f. The fact that an Artist has received professional training either in an educational institution or from a practitioner or teacher recognized within his/her profession;
- g. The fact that an Artist has received public or peer recognition in the form of honours, awards, professional prizes or by publicly disseminated critical appraisal;
- h. The fact that an Artist has membership in a professional association appropriate to his/her artistic activity whose membership or categories of membership, is or are, limited under standards established by the association; or which is a trade union or its equivalent appropriate to his/her artistic activity.

**AGREEMENT TEMPLATE**

1. This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between \_\_\_\_\_ (hereafter “the Engager”) and \_\_\_\_\_ (hereafter “the Artist”).
2. This agreement is made concerning \_\_\_\_\_ (title of production) to be staged at \_\_\_\_\_ (name of venue) on the following date(s): \_\_\_\_\_.
3. The Engager and the Artist (hereinafter “the Parties”) jointly agree to abide by all terms of the Canadian Alliance of Dance Artists, Ontario Chapter’s Professional Standards of Dance, Version 2 (hereinafter “the PSD”) as applicable except as expressly and specifically provided for in Schedule A that is attached to and is part of this agreement.
4. [Fee payment and schedule - specify hourly rate, or weekly rate or flat fee. Specify number of hours or weeks. Specify frequency of payment.]
5. The parties to this agreement are the Engager and the Artist identified in paragraph 1. The Canadian Alliance of Dance Artists – Ontario Chapter is not a party to this agreement and takes no responsibility for the fulfillment or non-fulfillment of its terms.

\_\_\_\_\_  
Engager (Signature)

\_\_\_\_\_  
Artist (Signature)

\_\_\_\_\_  
Engager (Print)

\_\_\_\_\_  
Artist (Print)

\_\_\_\_\_  
Engager’s address

\_\_\_\_\_  
Artist’s address

\_\_\_\_\_  
Engager’s telephone number

\_\_\_\_\_  
Artist’s telephone number

\_\_\_\_\_  
Engager’s email address

\_\_\_\_\_  
Artist’s email address

**AGREEMENT TEMPLATE SCHEDULE A**

The Parties to this agreement specifically and expressly agree that they will not abide by the following terms of the Canadian Alliance of Dance Artists Professional Standards of Dance Version 2 (hereinafter “the PSD”):

- 1.
- 2.
- 3.
- 4.

and agree to the following terms in substitute thereto:

- 1a.
- 2a.
- 3a.
- 4a.

\_\_\_\_\_  
Engager (Signature)

\_\_\_\_\_  
Artist (Signature)

\_\_\_\_\_  
Engager (Print)

\_\_\_\_\_  
Artist (Print)

**AGREEMENT TEMPLATE SCHEDULE B**

**Royalty options and rates**

The Choreographer and the Engager hereby indicate by initializing which one of the following terms applies to royalties for work created by the Choreographer:

i. The choreographer retains copyright of the Work and licenses the Engager exclusive right to present the Work for the negotiated period of time of \_\_\_\_\_ .  
The right remains with the choreographer to remount or license the work to another party after the end of the negotiated period.

\_\_\_\_/\_\_\_\_

ii. The choreographer retains copyright of the Work and licenses the Engager exclusive right to remount it at any time.

\_\_\_\_/\_\_\_\_

iii. [as defined by the parties]

\_\_\_\_/\_\_\_\_

**Royalty rates (if applicable)**

A fee of \_\_\_\_\_ percent of the original fee, representing \_\_\_\_\_ dollars (\$\_\_\_\_\_) will be paid to the Choreographer if the work described in this agreement is remounted by the Engager during a period outside that described as the term of this agreement.

\_\_\_\_\_  
Choreographer (Signature)

\_\_\_\_\_  
Engager (Signature)

\_\_\_\_\_  
Choreographer (Print)

\_\_\_\_\_  
Engager (Print)

