
CANADIAN DANCE POLICY

Begins June 1, 2009

Terminates September 7, 2014

CANADIAN
ACTORS'
EQUITY
ASSOCIATION

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PREAMBLE

The Canadian Dance Policy is the instrument by which an Artist who is a member of Canadian Actors' Equity Association (Equity) may be engaged for short-term engagements in independent dance productions, for season length engagements with dance companies not currently adhered to a fully professional agreement, or for engagements under other non-traditional models depending on the circumstances.

Members of ACTRA/UBCP, Union des artistes or of any other professional Artists' union must be signed to an Equity contract, joining Equity in order to accept work in Equity's jurisdiction. UDA members may work under Equity contracts up to three times per year without joining the Association.

Such Artists shall be engaged under the Canadian Dance Policy by:

- established dance companies or other not-for-profit producers not currently adhered to a fully professional agreement (e.g. a dance company that has maintained a notable presence in the dance community and is known to produce work of a professional calibre using professional dancers and choreographers, professional dance schools, etc.);
- independent choreographers (i.e. a choreographer who is not necessarily affiliated with one company or organization and who regularly creates work of a professional calibre using professional dancers);
- individual Artists who are self-producing/presenting; or
- dance festivals or other similar events on a per performance basis.

Please be advised that:

- permission to engage under the Canadian Dance Policy is at the discretion of Canadian Actors' Equity Association;
- Equity members may not begin work until an Equity contract is signed and filed with Equity;
- Equity members must be paid up and in good standing with Equity before beginning work;
- contracts must be filed with Equity prior to the date of the first engagement activity;
- payment to the Artist is due in the form of certified cheques or money orders. Payment by company cheque or direct deposit is only permitted if agreed to by Equity in advance and expressed as a rider to the Artist's individual engagement contract;
- touring under the Canadian Dance Policy is subject to the terms and conditions outlined in Article 12 of the Canadian Dance Policy;
- stage management staffing requirements shall be determined by Equity on a case by case basis. The nature and production requirements of each individual project will be considered by Equity prior to making the determination;
- the engagement week for engagements of two (2) weeks or more by an established dance company is from Monday through Sunday inclusive (also the standard engagement week for the purposes of calculating insurance premium payments);
- engagements of less than two weeks are permitted subject to Equity's prior written approval (e.g. where the work is of an exploratory nature where no performance is intended including choreographic workshops, intensives, etc.) or where a very limited amount of rehearsal is foreseen and/or the availability of either the Choreographer or the Dancer only allows for partial days of rehearsal);
- for engagements of less than two (2) weeks by an independent choreographer, an established dance company, a dance organization that is not an established dance company, or when self-engaging, the engagement week is either any period of seven (7) consecutive days from the first day of engagement inclusive or any period of thirty (30) rehearsal hours;
- engagements of less than one (1) week shall be considered one (1) week engagements for the purposes of calculating insurance premium payments. However, additional insurance premiums may be necessary if the engagement begins during one standard engagement week (as defined above) and ends in a subsequent week (i.e. begins on a Friday and ends the following Tuesday) as insurance premiums cannot be prorated.

1. PROCEDURE

- (A) The Engager must submit a letter requesting permission to engage the Artist, and describing the performing arts organization. The letter must be sent to the National Office and specify the name of production, the dates of rehearsal and performances (if applicable), the proposed fees, the venue, and include a full cast list (including stage management staff and the Choreographer if applicable). The cast list must identify members of other professional associations, including, but not limited to, ACTRA/UBCP, Uda, and AEA. This letter must be received at least two weeks prior to rehearsal. Upon receipt of this letter, Equity will consider the request. Should the request be granted, Equity will send the Engager a letter giving permission to engage the Artist. Should the request be deemed not to fall under the provisions of the Canadian Dance Policy, the Engager will be informed in writing of that fact, and Equity will return any security and payments which accompanied the request for permission. Please contact an Business Representative at Equity's National Office to discuss other options for producing.
- (B) Should the Artist be required to travel from his/her place of residence to the Engager's point of origin, the Engager must provide confirmation in its written proposal to Equity of the arrangements for the Artist's travel and accommodation.
- (C) For engagements of two (2) weeks or more, the minimum amount of security (commonly called the "bond") must equal two (2) weeks' fee for each Equity member, plus an additional percentage equivalent to the percentage total of applicable service taxes (GST/HST).
Equity will accept the following as security: cash, certified cheque, money order, or Bank Letter of Credit. The wording of the Letter of Credit is precise and exact, and may not be altered in any way, except that an expiry date may be included, provided said expiry date occurs at least two (2) months after the close of a season or production.
- (D) For limited engagements, in lieu of posting security, prepayment of the Artist's total fee as well as deductions for working dues, RRSP, and insurance is possible with the prior written permission of Equity. Such prepayment must be made by certified cheque or money order only. Equity may, however, depending on the details of a given engagement, still require that a small amount of security be posted in addition to any prepayments made in order to cover any unforeseen circumstances. Please contact an Equity Business Representative to discuss the possibility of making such arrangements prior to sending the letter requesting permission to engage the Artist.

Once permission for the engagement has been granted, and upon receipt of the required security (where applicable), Equity will forward to the Engager the forms of contract for the engagement. These forms may not be copied without the consent of Equity.

Equity will release any security posted by the Engager at the end of the engagement upon **written request** from the Engager following receipt of the Artist Release Form from the Artist which clearly states that all contractual obligations have been met, and provided all applicable RRSP, dues, and insurance payments have been received by Equity. The Release Form will be forwarded to the Engager with the Artist's contract.

2. MINIMUM FEES AND PERIOD OF ENGAGEMENT

Unless an alternative payment arrangement has been approved by Equity, the Engager shall pay the Artist by certified cheque or money order on Thursday of each week by the end of the rehearsal day or at the half-hour call when in performance. The Artist's fee must be stipulated on the face of the contract.

Unless specifically agreed otherwise and confirmed in a rider to the contract, all engagements under this Policy shall be non-exclusive.

The minimum fee periods shall be as follows: for 2009 - 10 from June 1, 2009 to September 5, 2010; for 2010 - 2011 from September 6, 2010 to September 4, 2011; for 2011 - 2012 from September 5, 2011 to September 2, 2012; for 2012 - 2013, from September 3, 2012 to September 8, 2013; and for 2013 - 2014 from September 9, 2013 to September 7, 2014. Please note that the minimum fees for each fee period are subject to change in accordance with Article 25 of this policy until they are confirmed by Equity ninety (90) days prior to the commencement of the applicable fee period.

(A) Dancer - Engagement by an Established Dance Company of Two (2) Weeks or More

For an Artist engaged as a Dancer by an established dance company for two (2) weeks or more the minimum fee per week with a minimum guarantee of two weeks' fee shall be not less than:

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Minimum Fee Per Week	\$606.00	\$618.00	\$637.00	\$656.00	\$675.00

Days worked in addition to any number of engagement weeks shall be compensated at not less than one-fifth (1/5) of the minimum fee per week outlined above for each day or part thereof worked.

(B) Dancer - Engagement of Less Than Two (2) Weeks

For an Artist engaged as a Dancer by an independent choreographer, a peer, another dance organization that is not an established dance company, or who is self-engaging, the minimum fee per week shall be not less than:

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Minimum Fee Per Week	\$606.00	\$618.00	\$637.00	\$656.00	\$675.00

Days worked in addition to any number of engagement weeks shall be compensated at not less than one-fifth (1/5) of the minimum fee per week outlined above for each day or part thereof worked. For engagements of less than one week the minimum daily fee shall be not less than one-fifth (1/5) of the minimum fee per week outlined above with a minimum guarantee of two-fifths (2/5) for such an engagement period where the total number of rehearsal hours is twelve (12) or more.

(C) Dancer - Hourly Minimum for Alternative Engagements

For alternative engagements where the total number of rehearsal hours is less than twelve (12), the minimum fee per hour with a minimum engagement of six (6) hours shall be not less than:

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Minimum Fee Per Hour	\$20.25	\$20.25	\$21.25	\$22.00	\$22.50

(D) Dancer - Minimum fee Per Performance

Where there is no rehearsal required prior to a performance other than staging rehearsal on the day of a performance-only engagement, the minimum fee per performance shall be not less than:

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Minimum Fee Per Performance	\$202.00	\$206.00	\$212.00	\$218.00	\$225.00

(E) Choreographer - Weekly and Daily Minimum

For an Artist engaged as a Choreographer, the minimum fee per week with a minimum guarantee of one week's fee, shall be not less than:

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Minimum Fee Per Week	\$808.00	\$808.00	\$849.00	\$875.00	\$900.00

Artist engaged as a Choreographer has the right to negotiate a royalty in addition to his/her weekly fee. For engagements of less than one week the minimum fee per day shall be not less than one-fifth (1/5) of the minimum fee per week with a minimum guarantee of two-fifths (2/5) per engagement period.

(F) Stage Manager - Weekly and Daily Minimum

Where it is determined that an Equity Stage Manager is required, the minimum fee per week, with a minimum guarantee of two (2) weeks' fee unless otherwise agreed to by Equity, shall be not less than:

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Minimum Fee Per Week	\$770.00	\$785.00	\$809.00	\$875.00	\$900.00

Days worked in addition to any number of engagement weeks shall be compensated at not less than one-fifth (1/5) of the minimum fee per week outlined above for each day or part thereof worked. With the prior approval of Equity, for engagements of less than one week the minimum fee per day shall be not less than one-fifth (1/5) of the minimum fee per week with a minimum guarantee of two-fifths (2/5) per engagement period.

Please note that, notwithstanding the above, where an Artist is engaged to work in a performance venue where the seating capacity is more than three hundred (300), the minimum fee requirements shall be determined by Equity on a case by case basis.

3. DEDUCTIONS FOR BENEFITS PROVIDED BY EQUITY

Equity provides benefits to its members including but not necessarily limited to the provision of insurance and a group RRSP plan. For all engagements, the Engager shall deduct the following amounts from the fees payable to the Artist for Equity member dues and benefits, and remit these amounts to Equity on a bi-weekly basis unless alternative arrangements have been made.

(A) Working Dues

Two per cent (2%) of the member's contractual fee shall be deducted for working dues.

(B) Equity Member Benefits

Six per cent (6%) of the Artist's contractual fee shall be deducted for RRSP plus sixteen dollars (\$16.00) for each week of engagement (or part thereof) for insurance. Weekly insurance premium payments are based on the standard engagement week of Monday to Sunday inclusive and cannot be prorated. RRSP contributions are not deducted for an engagement of less than one (1) week.

(C) Invoices

Invoices for dues and benefits remittances will be mailed to the Engager in the first week after the commencement of work and every two (2) weeks thereafter. The invoices will cover two (2) week periods based on a Monday to Sunday work week or part thereof. The Engager will correct any errors or omissions and remit payment to Equity within two (2) weeks of receipt of the invoice. Payments which do not reach the Equity office within twenty-five (25) days of the date of issue of the invoice will be assessed a two per cent (2%) interest charge, compounded monthly.

4. AUTHORIZATION

By signing the Artist's engagement contract, the Artist authorizes and directs the Engager to deduct any dues, initiation fees and periodic assessments from the Artist's weekly fee and to remit same to Equity, for the term of the engagement contract. Neither the Engager nor the Artist has any right or power to waive or amend the conditions set forth in this Policy without the written consent of Equity.

5. SIGNING POWERS

The contract must be signed by the authorized signing officers of the Engager.

After completing the information on the contract, the Engager shall sign all four copies of the contract in ink, and then obtain the Artist's signature on the four copies. The Artist will retain one copy, send one copy to Equity, and return two copies to the Engager. The Engager must immediately file one copy with Equity. The Artist must be signed to a contract and the contract filed with Equity before beginning work.

6. RECOGNITION OF CANADIAN ACTORS' EQUITY ASSOCIATION

Equity is the exclusive bargaining agent for the Artist. The granting of permission for the engagement of an Equity member is on an individual basis only. It is necessary for the Engager to make application to Equity each time the Engager wishes to engage a member of the Association.

7. CONTRACTS AND RIDERS

After completing the contract, the Engager shall sign all four (4) copies of the Canadian Dance Policy contract form in ink, and then obtain the Artist's signature on the four (4) copies. The Artist will retain one (1) copy, send one (1) copy to Equity, and return two (2) copies to the Engager. The Engager must immediately file one (1) copy with Equity.

Artists must be signed to an Equity contract before the Artist may begin rehearsal or performance.

The Engager must obtain Equity's written approval on any and all riders to the Artist's individual contract before presenting such riders to the Artist.

8. ENGAGEMENT TERM

The Engager will specify in the contract the start date, opening performance date (if applicable), venue, and the end date of the engagement.

9. CONTINUOUS ENGAGEMENT

Where an Artist is engaged by an established dance company or other organization for two (2) weeks or more, the Artist's engagement begins on the date rehearsals begin or the required date of arrival if earlier, and continues until terminated. All calculations of sums due or benefits accruing to the Artist shall be computed on the basis of consecutive rehearsals and continuous engagement. However, limited unpaid hiatus periods within a longer engagement period may be considered depending on the circumstances of the engagement. Any unpaid hiatus during an engagement period must have Equity's written approval and must be outlined in a rider to the Artist's individual engagement contract.

10. REHEARSALS

(A) General Provisions

An Artist engaged under the Canadian Dance Policy may be required to rehearse up to a maximum of six (6) hours out of a span of seven (7) hours per day to a maximum of thirty (30) hours per engagement week. All calls, including costume fittings, photo calls, production meetings, etc., must take place within rehearsal hours. Any training provided by the Engager (e.g. ballet class, class in other techniques, organized warm-up, etc.) shall take place outside of regular rehearsal hours as outlined above provided that it is optional.

(B) Rest Periods & Free Day

There shall be a five (5) minute rest period for each hour of rehearsal or a minimum fifteen (15) minute rest period after a maximum of two (2) hours of rehearsal.

There shall be a meal break of at least one (1) hour after a maximum of three (3) consecutive hours of rehearsal.

There will be at least one free day in each engagement week (as defined in the Preamble) during which the Artist shall not be required to provide service of any kind.

(C) Temperature and Dance Surface

The Artist will not be required to participate in rehearsals or performances when the temperature in the dance area is below eighteen degrees Celsius (18°C) or above thirty-two degrees Celsius (32°C). The rehearsal halls, theatre, stage, wings of the stage, and dressing rooms will have reached the minimum temperature specified above prior to the Engager requiring the Artist to provide any service whatsoever. The dance floor surface, prior to the commencement of any activity required by the Engager shall not pose a hazard, be slippery or dirty. The Artist will not be required to rehearse or perform on concrete or marble floors or on any other surface that the Artist or Equity may feel is unsafe or that may be the cause of an injury to an Artist.

(D) Additional Services

Should the Artist be called for more than the hours stipulated above, the Artist will invoice the Engager for additional services per hour for any hour or part thereof for each such instance (e.g. extended rehearsal days to accommodate onstage and technical rehearsals such as cue-to-cue and tech/dress rehearsals).

Additional Services Per Hour	
2009-2010	\$38.00
2010-2011	\$38.00
2011-2012	\$40.00
2012-2013	\$40.00
2013-2014	\$40.00

An Artist cannot be required to provide additional services, nor waive payment for such additional services. All calls, including costume fittings, photo calls, production meetings, etc., must take place within rehearsal hours, or be considered additional services for which the Artist shall be paid at the applicable additional services per hour rate specified above in addition to his/her contractual fee.

(E) Rehearsal on a Performance Day

On the day of the first public performance of a given work, the Artist may rehearse up to three (3) hours. On a performance day when a dress rehearsal is scheduled, there may be no other calls on that day. Beginning with the day after the first public performance, an Artist appearing in one performance that day may be called upon to rehearse for up to two (2) hours. No Artist shall be required to rehearse after an evening performance or on a two performance day.

11. PERFORMANCES

The Artist may be required to take part in not more than eight (8) performances in any period of six (6) days. No Artist may give more than five (5) performances in a period of three (3) consecutive days. Where four (4) performances are given on two (2) consecutive days, the following day must be a free day unless travel is scheduled, in which case the day immediately following travel must be a free day.

12. TOURING

Touring under the Canadian Dance Policy is allowed under the following terms and conditions:

(A) Touring Itinerary

The Engager shall submit to Equity a copy of the proposed itinerary including the method of transportation, performance venues, repertoire, and a list of the Artists involved in said tour at the time the request is made to engage the Artist.

(B) Accommodation

Accommodation acceptable to the Artist shall be provided at no cost to the Artist while on tour.

(C) Expense Allowance

While on tour outside the point of origin the Artist shall receive a daily expense allowance in Canadian Funds of not less than:

Daily Expense Allowance	
2009-2010	\$51.50
2010-2011	\$52.50
2011-2012	\$54.00
2012-2013	\$55.75
2013-2014	\$57.50

If an Artist is required to travel to the United States, the minimum daily expense allowance for the various cities on tour shall be determined by Equity one (1) month in advance and, in any case, shall be not less than the applicable daily expense allowance specified above.

Where an Artist may be required to be outside of the City of Origin but not remain overnight, per diem shall be paid by the Engager as follows:

- (i) On the day of departure from the city of origin, if the departure is after 9:00 a.m. but prior to 12:00 p.m. seventy-five per cent (75%) of the daily expense allowance is payable.
- (ii) On the day of departure from the city of origin, if the departure is after 12:00 p.m. but prior to 7:00 p.m. fifty per cent (50%) of the daily expense allowance is payable.
- (iii) On the day of return to the city of origin, if arrival is after 9:00 a.m. but prior to 12:00 p.m. twenty-five per cent (25%) of the per diem is payable.
- (iv) On the day of return to the city of origin, if arrival is after 12:00 p.m. but prior to 6:00 p.m. fifty per cent (50%) of the daily expense allowance is payable.
- (v) On the day of return to the city of origin, if arrival is after 6:00 p.m. one hundred per cent (100%) of the daily expense allowance is payable.

(D) Travel Supplement

The Engager shall provide the Artist with travel insurance. Please contact an Equity Business Representative to discuss the appropriate arrangements for travel insurance.

(E) Transportation Methods

The Engager shall, at its own expense, transport the Artist when the Artist is required to travel. The Artist shall travel by such routes as the Engager may direct. The Artist may be required to travel by commercial bus, air, rail carrier, van, or car.

Should any performance be lost through any delays in travel, the loss of said performance shall not affect the Artist's contractual fee.

(F) Rest periods during Travel by Chartered Bus, Passenger Van, or Car

- (i) For travel of more than two hours, there will be one (1) twenty (20) minute travel break which will be deemed to be part of the travel time within the first two (2) hours of travel.
- (ii) For travel of more than four hours there will be a one (1) hour meal break which shall not be considered part of the travel time and which shall commence within the fifth hour of travel (at a reasonably convenient location). Where the total travel time will not

exceed five (5) hours, the meal break may be reasonably scheduled at an earlier time with the consent of the Artist.

- (iii) If travel continues beyond the break time referred to above, there will be one (1) twenty (20) minute travel break during each subsequent two (2) hour travel period which travel break will be deemed to form part of the travel time.
- (iv) There will be an additional one (1) hour meal break, which shall be not included in the travel time, four (4) hours after the termination of the first one (1) hour meal break referred to in above.

Where appropriate, the scheduling of required rest periods outlined above may be amended according to individual circumstances with the agreement of all Artists involved.

(G) Restrictions on Travel

The Engager will not arrange for travel time in excess of the limitation set out below:

- (ii) Two performance day: no travel;
- (ii) Single performance day: five (5) hours; or
- (iii) Non-performance day: ten (10) hours.

On non-performance days, the span of travel times may only be exceeded by the length of the optional class or other organized training/warm-up where the optional class or other organized training/warm-up takes place prior to the commencement of travel or the Artist's first official call.

(H) Overseas Travel

An Engager intending to present an Artist outside of Canada and the continental United States shall advise Equity of its schedule, in writing, no later than two (2) months prior to the commencement of the tour. Both Equity and the Engager agree to make best efforts to complete an overseas tour rider to the Artist's individual engagement contract no later than one (1) month in advance of the tour. Overseas travel at the commencement and termination of a tour may be undertaken without any penalty provided compensatory time off is mutually agreed to by Equity and the Engager when air travel hours are in excess of the hours outlined above.

The per diem rates for the various cities on tour shall be agreed to one (1) month in advance. The overseas tour rider shall specify the terms and conditions for payment of fees and per diem, provision of accommodations and transportation, passport and visa requirements, performance schedules and any other arrangements specific to the tour. Other arrangements may include drinking water, non alcoholic drinks, laundry, and stopover expenses.

The overseas tour rider must be executed in quadruplicate, signed by the Artist and the Engager, and must be attached to each copy of the Artist's individual engagement contract.

13. TERMINATION

(A) Prior to Engagements of Two (2) Weeks or More

Prior to the beginning of the engagement, the contract may be terminated as follows:

- (i) by the Artist giving the Engager written notice at least two (2) weeks prior to the start date specified in the contract and paying the Engager one (1) week's fee. Should termination be due to accident, illness, or injury, no such payment will be required; or
- (ii) by the Engager giving the Artist written notice, prior to the start date specified in the contract, and paying the Artist an amount equal to two (2) weeks' fee.

(B) Prior to Engagements of Less than Two (2) Weeks

Prior to the first engagement activity, the termination of a contract by either the Artist or the Engager shall be subject to such terms and conditions as Equity may impose, as determined by Equity, on a case by case basis.

(C) During the Term of Engagement

The contract may not be terminated once the engagement has started, except with the permission of Equity or except due to accident, illness, injury or other emergency circumstances. For engagements of one (1) week or more when the Artist shall have been absent for seven (7) consecutive days by reason of accident, illness or injury, the Engager may terminate the Artist's contract at the end of the seven (7) days effective immediately. This seven (7) day period must be compensated at the full contractual fee.

(D) After Opening

After the first public performance, either party may terminate the contract by giving two (2) weeks' notice in writing to the other, such termination to be effective at the end of two (2)

weeks after the notice is given. When the Artist shall have been absent for seven (7) consecutive days by reason of accident, illness or injury, the Engager may terminate the Artist's contract at the end of the seven (7) days effective immediately. This seven (7) day period must be compensated at full contractual fee.

14. STAGE MANAGEMENT

Stage management staffing requirements shall be determined by Equity on a case by case basis. The nature and production requirements of each individual project will be considered by Equity prior to making the determination. An Equity Stage Manager may be required if the number of Equity dancers engaged for a production exceeds one half (1/2) of the cast or if the Engager intends to tour the production. An Engager should contact an Equity Business Representative to discuss stage management staffing prior to sending the letter requesting permission to engage the Artists.

15. SAFE AND SANITARY PLACES OF ENGAGEMENT

The Engager will provide the Artist with safe and sanitary places of engagement. Equity's representatives shall have the right to inspect its facilities to determine whether places of engagement are safe and sanitary. The "Safety Guidelines for the Live Performance Industry in Ontario" provide a basis of acceptable health and safety standards by which the provisions of this Policy are to be interpreted. Copies are available from Equity. In addition, in some provinces, Workers' Compensation provisions will dictate the minimum working conditions for Artists. It is the Engager's responsibility to abide by all applicable Workers' Compensation legislation and to pay all premiums as required.

16. PHOTOGRAPHS

The Engager may call the Artist during regular rehearsal hours for the taking of customary production photographs for publicity and promotional purposes. Such use may include posting on the Engager's website provided that the Engager uses its best efforts to prevent the downloading and misuse of the photograph (see also Article 18).

Outside of cosmetic changes (airbrushing, cropping, tinting, etc.), the Artist must approve any photo in which his/her image has been altered, or placed in a context unrelated to the original photograph. No Artist may be required to pose for nude photographs. Artists in the production photograph must be properly identified where the photograph features three (3) Artists or fewer.

At the request of the Artist, and with the consent of all Artists who appear in the photograph, the Engager may agree to provide a copy of the photograph to an Artist for his/her own individual souvenir or promotional use. For the purpose of this Article, "Artist" shall include all Artists whose artistic contribution to the production is represented in the photograph.

Any further use of production photographs is prohibited without the express written permission of Equity, and subject to any conditions (including payment to the Artist) which Equity may require for such usage.

17. RECORDINGS

Equity recognizes the increasing importance to the creative process, when creating new work, of having the ability to record rehearsals and/or performances, either in whole or in part, as necessitated by the nature of the work being created. Where such recording is integral to the creation of new work, the Engager must confirm to Equity that it shall assume sole responsibility for the use and maintenance of the material and must warrant that it is also responsible for any misuse of such recorded material. However, other than for the above-mentioned use for which no further permission is required, recordings and broadcasts of any kind are subject to the following provisions:

(A) Current Affairs

A maximum of five (5) minutes of performance or rehearsal may be presented on a current affairs program during the current run of a production without additional payment to the Artist, provided that the Engager notifies the Artist and Equity in advance, in writing. The written notification shall include the full particulars of the presentation.

(B) Promotional Recordings

The Engager may make a video recording of actual performance or rehearsal for the express purpose of demonstrating the nature of its work, and the work of the Artist, for promotion to potential sponsors, donors, and potential performance presenters without additional compensation on the following conditions:

- (i)** no Artist may be required to participate in the making of a promotional videotape under these provisions as a part of his/her contract. The Artist must specifically agree to

- participate in the making of a promotional video tape and has the right to negotiate payment;
- (ii) the length of the single completed edited recording may not exceed 50% of the running time of the production or twenty (20) minutes, whichever is shorter;
 - (iii) the recording must be made at the regular rehearsal or performance venue only and must take place within the regular working hours. Where these hours are exceeded, the Artist shall invoice for additional services (as outlined in Clause 9(D)) and be paid accordingly;
 - (iv) when the Engager loans a copy of the video to a potential sponsor, donor, presenter, Artist or other Artist who has participated in the recording, the Engager will notify the viewer that the tape is the property of the Engager, may not be copied or broadcast (in whole or in part), and must be returned to the Engager. Otherwise, the Engager will guarantee that the recording shall remain under its control and may not be broadcast. The Engager assumes full responsibility for any misuse of the material; and
 - (vi) the names of all Artists involved in the production will appear legibly at the beginning of the promotional tape.

(C) Other Recordings

Any other recordings or broadcasts of the production including, but not limited to, promotional videos (see above), archival videotapes, or PSAs are strictly prohibited unless the Engager has obtained the advance written permission of Equity. No Artist may participate in such a recording or broadcast unless said written permission has been obtained. The Engager agrees to abide by such terms and conditions as Equity may require in granting permission.

In any event, all requests for recording shall be reviewed on a case-by-case basis.

18. INTERNET

For a maximum of one (1) year following the close of a production, a maximum of five (5) minutes of performance or rehearsal from said production may be presented in a non-downloadable streaming video format on the Engager's own website without additional payment to the Artist subject to the approval of the Artist where the recorded material features three (3) Artists or fewer. The Engager shall take every precaution to ensure that the material presented cannot be downloaded. The names of all Artists appearing in the material shall appear on the Engager's website and shall be linked to a biography of the Artist where possible.

19. PROGRAM AND WEBSITE NOTICE

Please note that the following must appear in all programmes and on the Engager's website (if applicable): (Artist) appears with the permission of Canadian Actors' Equity Association.

20. APPRENTICE CREDITS

The Engager is not in a position to offer or advertise Equity Apprentice credits. Upon request by the Apprentice and payment of the appropriate fee, Equity may extend apprentice credits for participation in a Dance production produced under this Policy. To apply for a credit, an Equity Apprentice should write directly to Equity and an Equity Business Representative will determine whether a credit can be granted.

21. MATERIAL BREACH

Non payment or partial payment of fees including additional services, GST/HST, vacation pay, RRSP contributions, insurance premiums, per diem, and transportation costs of the Artist to the point of origin and return, when due, shall be deemed a material breach of the contract giving any Artist the right to terminate forthwith the Artist's contract with the Engager, Equity consenting.

A breach of these terms and conditions by the Engager shall result in a penalty of not less than two (2) weeks' fees for each member under contract.

22. ARBITRATION

Any controversy, claim or breach that cannot initially be settled through meeting to discuss the matter shall be settled by arbitration, in accordance with the applicable Equity arbitration rules as designated by Equity.

23. HARASSMENT

It is the Engager's responsibility to establish and maintain a workplace free from harassment and discrimination.

(A) Harassment

Harassment includes, but is not limited to:

- (i) inappropriate or insulting remarks, gestures, jokes, innuendoes or taunting about a person's racial or ethnic background, colour, place of birth, citizenship, ancestry, creed, or disability;
- (ii) unwanted questions or comments about an Artist's private life; and
- (iii) posting or display of materials, articles, or graffiti, etc. which may cause humiliation, offence or embarrassment on prohibited grounds.

(B) Sexual Harassment

Sexual Harassment is one or a series of comments or conduct of a gender related or sexual nature that is known or ought reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile or inappropriate. An Artist has the right to be free from:

- (i) sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement; and
- (ii) reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made by a person in a position to grant, confer, or deny a benefit or advancement.

Sexual harassment includes but is not limited to:

- (i) unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, gender, or sexual orientation;
- (ii) unwanted touching or any unwanted or inappropriate physical contact such as touching, kissing, patting, hugging or pinching;
- (iii) unwelcome enquiries or comments about a person's sex life or sexual preference;
- (iv) leering, whistling, or other suggestive or insulting sounds;
- (v) inappropriate comments about clothing, physical characteristics or activities;
- (vi) posting or display of materials, articles, or graffiti, etc. which is sexually oriented; and
- (vii) requests or demands for sexual favours which include, or strongly imply, promises of rewards for complying (e.g., job advancement opportunities, and/or threats of punishment for refusal (e.g., denial of job advancement or opportunities).

(C) Negative environment

All or part of the above grounds may create a negative environment for individuals or groups. This may have the effect of "poisoning" the work environment. It should be noted that a person does not have to be a direct target to be adversely affected by a negative environment. It includes conduct or comment that creates and maintains an offensive, hostile, or intimidating climate.

Any violation of these terms may be deemed a breach of this Policy, resulting in a penalty of not less than two (2) weeks' fees for each member affected. In addition, an incident of sufficient severity may constitute a Material Breach of the contract, giving the Artist the right to terminate forthwith their contract with the Engager, Equity consenting.

24. OTHER ACTIVITIES

For activities not covered by this policy, the Engager should contact an Equity Business Representative to determine whether such activities may be accommodated under Equity's other policies and agreements.

25. TERM OF POLICY

This Canadian Dance Policy becomes effective on June 1, 2009, and may be modified or terminated at the sole discretion of Equity.

The minimum fees and other monetary terms of this Policy beyond the current period are forecast based upon present indicators and reflect Equity's current intentions for future increases. These amounts are therefore subject to change on an annual basis.

Equity will confirm any changes to the Policy, including the applicable minimum fees, ninety (90) days prior to the commencement of the fee period for each year. Please check with a Business Representative to confirm the applicable minimum fees contemplated for the period in which you wish to produce.

APPENDIX A: ARTIST PAYMENT EXAMPLES UNDER THE CANADIAN DANCE POLICY

The following examples of payments due to an Artist under the Canadian Dance Policy are based on minimum fees for 2009 - 2010 as specified in the engagement models outlined in Article 2 (page 2-3).

DANCER - WEEKLY ENGAGEMENT

Minimum guaranteed fee (two (2) weeks at \$606.00 per week)	\$1,212.00
Less: six per cent (6%) RRSP	\$72.72
Less: two per cent (2%) Working dues	\$24.24
Less: \$16.00 per week insurance	<u>\$32.00</u>
TOTAL Weekly (no GST)	\$1,083.04
TOTAL Weekly with GST	\$1,143.64

DANCER - DAILY ENGAGEMENT

Minimum guaranteed fee (two (2) days at \$121.20 per day)	\$242.40
Less: two per cent (2%) Working dues	\$4.85
Less: \$16.00 per week insurance	<u>\$16.00</u>
TOTAL Daily (no GST)	\$221.55
TOTAL Daily with GST	\$233.67

DANCER - HOURLY ENGAGEMENT

Minimum guaranteed fee (six (6) hours at \$20.25 per hour)	\$121.50
Less: two per cent (2%) Working dues	\$2.43
Less: \$16.00 per week insurance	<u>\$16.00</u>
TOTAL Hourly (no GST)	\$103.07
TOTAL Hourly with GST	\$109.15

DANCER - PER PERFORMANCE ENGAGEMENT

Minimum guaranteed fee (one (1) performance at \$202.00 per performance)	\$202.00
Less: two per cent (2%) Working dues	\$4.04
Less: \$16.00 per week insurance	<u>\$16.00</u>
TOTAL Performance (no GST)	\$181.96
TOTAL Performance with GST	\$192.06

CHOREOGRAPHER - WEEKLY ENGAGEMENT

Minimum guaranteed fee (one (1) week at \$808.00 per week)	\$808.00
Less: six per cent (6%) RRSP	\$48.48
Less: two per cent (2%) Working dues	\$16.16
Less: \$16.00 per week insurance	<u>\$16.00</u>
TOTAL Weekly (no GST)	\$727.36
TOTAL Weekly with GST	\$767.76

CHOREOGRAPHER - DAILY ENGAGEMENT

Minimum guaranteed fee (two (2) days at \$161.60 per day)	\$323.20
Less: two per cent (2%) Working dues	\$6.46
Less: \$16.00 per week insurance	<u>\$16.00</u>
TOTAL Daily Minimum (no GST)	\$300.74
TOTAL Daily Minimum with GST	\$316.90

STAGE MANAGER

Please note: Equity understands that the Canada Customs and Revenue Agency considers Stage Managers to be employees. Any applicable deductions and contributions (EI, CPP, and provincial health plan) would be in addition to and separate from Equity's requirements.

Minimum guaranteed fee (two (2) weeks at \$770.00 per week)	\$1,540.00
Less: six per cent (6%) RRSP	\$92.40
Less: two per cent (2%) Working dues	\$30.80
Less: \$16.00 per week insurance	\$32.00
Plus four per cent (4%) vacation pay	<u>\$61.60</u>
TOTAL Weekly (no GST)	\$1,446.40
TOTAL Weekly with GST	\$1,681.68

ARTIST REMITTANCE EXAMPLES

Every second Thursday after the commencement of work by the first Equity Artist on any production, the Engager will remit to Equity a cheque for the RRSP payments, insurance premiums and dues. Using a two (2) week example of a billing period for Artists contracted for the minimum salary, your invoice may look something like this:

		----- PAID BY MEMBER -----			
Dancer		Dues	Member RRSP	Insurance	Total
Member #	JEAN DOE	\$24.24	\$72.72	\$32.00	\$128.96
Choreographer					
Member #	JEAN DOE	\$16.16	\$48.48	\$16.00	\$80.64
Stage Manager					
Member #	JACK DOE	\$30.80	\$92.40	\$32.00	\$155.20

BONDING EXAMPLES

For engagements of two (2) weeks or more the Engager must send a security bond or Letter of Credit for the Artist's engagement period unless alternative security arrangements have been agreed to by Equity (i.e. prepayment).

This amount must cover the minimum fee or contractual fees for a two (2) week period plus an additional percentage equivalent to the percentage total of applicable service taxes (GST/HST).

The security bond or Letter of Credit will be released upon written request by the Engager:

- (i) provided all Artist(s) have been paid in full;
- (ii) following the receipt by Equity of a Release Form from the Artist(s) which clearly states that all contractual obligations have been met;
- (iii) all contracts have been received by Equity; and
- (iv) all dues and benefits remittances, insurance premiums, and other assessments have been paid in full to Equity.

CANADIAN ACTORS' EQUITY ASSOCIATION

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CANADIAN DANCE POLICY
