

Putting It into Words:

An Anecdotal History of the
Canadian Alliance of Dance Artists
- Ontario Chapter's Professional.
Standards for Dance

P Megan Andrews

Words - sometimes they clarify and sometimes they complicate. They are a tool for articulating ideas, for communicating, and for sharing knowledge and information with others, but they can also confound and confuse. For the past ten years, the Canadian Alliance of Dance Artists - Ontario Chapter (CADA-Ontario¹) has been drafting the *Professional Standards for Dance* document (formerly known as the *Basic Dance Agreement*), which outlines the basic rights, responsibilities, standards, and working conditions for its members and, it is hoped, to serve the field as a whole. After many revisions, decisions, dilemmas, and debates, the document was finally published formally as a thirty-eight-page booklet covered in light blue cardstock. The "blue book" was launched at a dance community meeting in Toronto on March 29, 2003 and has since been embraced, challenged, and ignored by various parties. CADA has also experienced the repercussions of its action to publish, and has been prompted to look in the mirror to re-examine its role as an organization in the dance community

Coming Together

In 1980, Canada signed the UNESCO Belgrade Convention, committing to address issues concerning the status of the artist, including the recognition of professional status of artists, funding, training, and access to social programs. Following through on its promise, the Canadian government formed the Federal Cultural Policy Review Committee to examine not only status-of-the-artist issues but to undertake a review of Canadian cultural policy as a whole. In 1982, the committee published the

ApplebaumHébert Report, which stated that artists' socio-economic conditions did not reflect the increased awareness and activity around status of the artist:

in 30 years [since the 1951 Massey-Lévesque Commission Report from the Royal Commission on National Development in the Arts, Letters, and Sciences] despite their overwhelming contribution to Canadian life, artists' living conditions remain virtually unchanged."²

Several years later, the Task Force on Status of the Artist was established to investigate the living and working conditions of Canada's artists. In 1986, the task force released the results of its review in the Siren-Gélinas Report, which recommended, among other items, the introduction of "legislation that would recognize organizations representing self-employed professional artists as collective bargaining agents, as well as the necessary administrative mechanisms required to apply such legislation."³

At that time, there was no single organization with a strong unified voice representing professional dance artists in Canada. The Dance in Canada Association (DICA) was struggling with the regionalization of the national dance community, while dealing with internal fragmentation.⁴ The Canadian Association of Professional Dance Organizations (CAPDO) did not represent the individual artist; its primary constituents were dance companies. The Dancer Transition Resource Centre (DTRC), newly founded a year earlier as the Dancer Transition Centre by Joysanne Sidimus⁵ in 1985, was mandated to serve artists as they transitioned out of their careers. The Canadian Actors' Equity Association (CAEA) was the professional association of English Canada's live performance artists, directors, choreographers, and stage managers in theatre, opera, and dance. It had gained its autonomy in 1976 from the Actors' Equity Association (first established in 1913 in New York City) and represented members of some of Canada major ballet companies (for example, the National Ballet of Canada and the Royal Winnipeg Ballet), negotiating collective agreements for them. However, the majority of Canada's contemporary company members and independent dance artists were not members. The reality of the dance field outside ballet, economically and functionally, did not fit within CAEAS existing agreements.

In response to the Siren-Gélinas Report, the federal Department of Communications created the Canadian Advisory Committee on the Status of the Artist. Keith Kelly, who had been the Secretary to the Task Force on Status of the Artist, became the General Secretary to this new advisory committee. At his invitation, Montreal choreographer Jean-Pierre Perreault and Toronto dance artist and DTRC founder Sidimus became members of the committee as dance representatives. Artist

representatives were charged to go back to their communities to discuss and debate the definition of a professional artist.⁶ In 1988, this committee produced the Canadian Artists' Code, a document that includes a specific definition of a professional artist in Canada.

During this same period, discussions at the 1987 meeting of DICA and a letter expressing concerns about support for the independent community written by Marie-Josée Chartier to Dance Ontario prompted this provincial dance service organization to form a committee comprised of independent artists Chartier, Maxine Heppner, and Pat Fraser. This committee was to investigate the situation for independent artists in Ontario. Through its research, the committee heard the need for a professional association to establish working conditions and rates of pay, and to provide a unified voice for dance artists.

As part of her work on the Canadian Advisory Committee on Status of the Artist, Sidimus consulted with members of the Dance Ontario committee, seeking their input in developing a definition of "professional artist." Over the course of their research for the Canadian Artists' Code, it became obvious to Sidimus and Perreault that dance urgently needed a representative association. As mentioned, in 1986 the Siren-Gelinas Report had already recommended the development of legislation enabling collective bargaining by artist associations. If dance did not have such a body, dance artists would not have access to the rights articulated in the legislation.

Renowned today for her ability to catalyze groups of people into action on many community initiatives, Sidimus organized a meeting⁷ between a group of dancers and choreographers and Paul Siren, who had been the chair of the Task Force on Status of the Artist. The group was brought up to date on the status-of-the-artist activities. Among the attendees were Chartier, Heppner, and Fraser, who also shared with the group their findings from the Dance Ontario committee research. At this meeting, the individuals present acknowledged the immediate need for a unified association to represent professional dance artists. Clearly, something had to be done. Recalls Chartier with humour, "We were forcibly encouraged to start something."⁸

Chartier, Heppner, Fraser, and other colleagues soon formed a steering committee⁹ for the formation of the Canadian Alliance of Professional Dance Artists. (The word *professional* was later dropped because of too close a similarity with the Canadian Association of Professional Dance Organizations [CAPDO]). Over the next few years, the steering committee held community meetings and engaged Toronto-

based dancers, choreographers, company artistic directors, and managers in discussions about the needs and issues of the milieu.

According to Heppner, "Our primary concerns as working dance artists were to be creating and performing. There was not much talk about how difficult life was, not because it wasn't difficult ... One might say that the negatives were not talked about because it was not 'done' (part of the reason for creating CADA), but honestly I think that we generally had very positive attitudes and open spirits."¹⁰

In February 1990, the Sub-Committee on Status of the Artist which had been established in 1989 by the Standing Committee on Communications and Culture produced a report reiterating previous recommendations for recognition of the professional status of artists and for legislation that would allow for collective bargaining by certified associations who represented self-employed artists. In May 1990, the federal government responded to the Sub-Committee and tabled Status-of-the-Artist legislation. In the very same month, on May 24, 1990, CADA-Ontario formalized with its first elected board of directors.¹¹

The federal Status-of-the-Artist legislation received Royal Assent in 1992. Part 1 came into effect in 1993, Part 2 in 1995.

Part 1 outlined the general principles of Status of the Artist and mandated the existence of the Canada Council on Status of the Artist to function as an advisor to the Minister of Canadian Heritage. This council ceased to function in 1996, essentially due to a lack of political will and attention. Part 2, however, established the legal framework to govern professional relations between associations of self-employed artists and federal producers or associations of producers. It also mandated the existence of the Canadian Artists and Producers Professional Relations Tribunal (CAPPRT). CAPPRT was responsible for defining sectors of the field that could enter into collective bargaining, for certifying artist associations to have exclusive bargaining rights for that sector, and for hearing and deciding on remedies for complaints filed by either party

In 1995, the Canadian Alliance of Dance Artists - Ontario Chapter was incorporated provincially as a not-for-profit dance service organization.¹² Just in time.

In 1996, CAEA applied to CAPPRT for certification as the artists' association representing live performers in Canadian theatre, opera, and dance. CADA challenged this application as noted in their document "Hearing Presentation to the Canadian Artists and Producer Professional Relations Tribunal" dated March 14, 1996. "We have no problem with Equity representing its current dance membership [primarily ballet

dancers]. They do this effectively with agreements that have evolved over time. What we do ask is that if dance is included in any certification received from the Canadian Artists and Producers Professional Relations Tribunal, it clearly states that Equity only represents its members. Dance artists who are not Equity members, that [sic] represent nearly 90% of the dance population in Canada, need to determine their own human relations approach in terms of bargaining, one that is consistent with the philosophy and methods of creating and producing dance.¹³

Unfortunately for CADA, on April 25, 1996, CAEA received its certification to represent Canadian dance artists before the Tribunal. Nevertheless, CADA continued with its mandated work to improve the social and economic conditions of professional dance artists in Canada.

The Need for Vocabulary

CADA was founded on a philosophy of equality and community CADA co-founders,¹⁴ Chartier and Heppner, recognized the many-hats character of the community; a dance artist might be a performer in one project, a choreographer in another, and a producer or presenter in the next. "What we really didn't want was an association that would become focused on enforcing rules. We didn't want an 'us-and-them' culture,"¹⁵ recalls Chartier.

The first stated object of the corporation is "the improvement of the financial status and the physical and social working conditions of independent and company affiliated dance artists in Canada."¹⁶ Responding to the issues raised in meetings with the community - cold studios, improper floors, last-minute schedule changes, non-remuneration, lack of an established standard fee or guideline, the need for communication between choreographers and dancers about contract expectations - one of CADA's early initiatives was to draft a Basic Dance Agreement (BDA). The aim was to establish and codify specific minimum standards and conditions for employment in dance.

The founders felt that professional dance practice is distinct from other performing arts. It is important to recognize the inherently collaborative nature of the interpreter's creative role in an art form that uses moving human beings as its medium (as opposed to text or sound in other performing arts). As such, it requires very specific physical conditions for creation and performance, such as adequate floor surface and proper room temperatures, as well as time for sufficient warm up, adequate rest

periods, and requisite daily training. In addition, particularly with the rise of the independent artist and project-based work in the late 1980s, an individual dance artist would often simultaneously assume a different role in different projects interpreter, performer, presenter, or teacher. These unique practices and conditions could be articulated and represented by a dancespecific association.

From the beginning, the BDA writing process emphasized the need to reflect the flexible nature of the working environment. Chartier explains that the aim was to establish communication and to encourage people to discuss their projects and come to agreements about how they would work. Heppner reflects:

We wanted to open the lines of communication about the "business" side of our profession. More often than not, if working conditions were unsatisfactory it was because there had been no dialogue between the [two parties]. In writing the BDA, the open community meetings - which were widely attended - and focus group meetings with players in the dance community gave a platform where people began to practice speaking about the issues. In that the tone was positive from our side (the steering committee and executive), most often the dialogue was around what would be good to have included.¹⁷

A Script Takes Shape

The CADA BDA committee members started with their own experiences in the field and drew upon existing materials serving other artists. In their research, they referred to the CAEA standards and those of other professional associations, including the Associated Designers of Canada (ADC). "We were very careful, and sometimes nervous, that what we were setting up would be seen as a threat to the status quo of working. Sometimes we treaded very lightly,"¹⁸ says Heppner. There were concerns CADA would become a "dance police," enforcing standards and regulations that would constrain the freedom dance artists enjoyed in their working relationships. It was, and still is to some degree, a Catch-22 - dance artists want to maintain this freedom in conducting their professional projects, but they also want to be protected.

The BDA committee spent hours meeting to discuss the document, and great care was taken in its writing. "Discussing the phrasing of one line took hours,"¹⁹ remembers Chartier. The point was not to draw lines in the sand or create adversity, but to clear up the grey areas in order to enable artists to make and show their work in the

best possible conditions. "We didn't want to get bogged down in bureaucracy," Chartier explains. "We wanted to be careful not to fall into the trap of having too many rules. We didn't want the BDA to be an imposition."²⁰

For a time, the draft document appeared in the CADA membership kits as a series of pages stapled in the corner. It was also available in this form to any non-member who was interested. Meetings with various arts councils, including the Ontario Arts Council and the Toronto Arts Council, resulted in them including a summary of the document with their grant materials during a certain period. In these ways, the BDA was a public document well before its formal publication and launch in March 2003, under the new title *Professional Standards for Dance*. As revisions were made to both the arts councils' procedures and the BDA itself, it was no longer included with grant materials. Furthermore, at a certain point in the mid-1990s when CADA began turning its focus toward increasing its membership, the BDA was withdrawn from the membership kits, though the Letters of Agreement retained their reference to the document: "Both producer and artist agree to abide by the proposed guidelines as set out in the Canadian Alliance of Dance Artists' Basic Dance Agreement."²¹

Playing with Words

In 1996, as a young dance artist who had recently moved to Toronto, I was interested in professionalism and I wanted to become involved in the community I joined CADA because I agreed with the underlying philosophy of the organization with respect to improving dancers' working conditions. While I had not experienced adverse studio conditions in my professional career, I had experienced the lack of support for communication in project planning. I had the sense that there was no precedent for a dancer to ask a choreographer questions about a project before agreeing to participate. I also had no idea what I could expect to be paid as a dance artist.

As an emerging artist, I wanted to understand how to function in the dance profession, so I began attending board meetings as a member-at-large. I also began to do some volunteer work for the organization. I knew of the BDA but had never seen or read it. Admittedly naive, I accepted the Letter of Agreement at face value and only later wondered to what the above phrase referred. At that time, the BDA committee was still meeting on a quasi-regular basis to discuss wording, add sections, define terms, and update the references to reflect current community context.

After a year or so on the board, I joined the BDA committee. I had gained some experience as a writer and editor, having founded *The Dance Current* magazine in 1998, and I had begun to understand some of the ways in which the written word could affect the dance community. Part of CADA apparently low profile in the community was its lack of something concrete to show for all the talk and work that had continued for years. CADA activity had effected significant change over its lifetime, as Chartier aptly summarizes: "I still believe the biggest work CADA has done is change the mentality of dance artists and encourage conversation."²²

However, as any membership organization knows, there must be tangible evidence for that activity, and I felt that a formally published, hard copy Basic Dance Agreement would make a strong argument. In addition to serving the membership, such a document could then be available once again to funding bodies, service organizations, and other groups and individuals who could use the information in their working relationships with dance artists.

Part of what was preventing the finalization of the document was the fact that the process had been spread over many years and each time a new group revisited the material, the milieu had changed enough that certain parts needed to be updated. It was suggested that the board finalize the document over a set period, publish it, and then issue amendments, supplements, and further editions over time as the field changed. As a team, we began the push to finish the document.

With me on the BDA committee were two other board members, Susan Lee and Yvonne Ng. Lee had been on the BDA committee for about five years. Ng had been involved for about seven years, working, in the document's earlier days, with Heppner, Chartier, and Chartier's successor as chair of the board, Joanna Powell, among others. Lee and Ng were more familiar than I was with the evolution and debates that had occurred around wording and inclusion of material. In keeping with tradition, the three of us met for many hours of meetings to meticulously scrutinize the document.

At that time, the document included major sections on the Rights and Responsibilities of the Dancer, the Choreographer, and the Producer/Presenter as well as smaller sections with details in areas such as Programme and Credits, Photographs and Video Footage, Absence Due to Injury or Illness, and Termination. A general section on Fees and Payment for Dance Artists referred to an appendix that comprised a specific fee schedule for dancers and choreographers, with suggested minimum fees. There was also a glossary of terms that was constantly updated with new additions. One section of the glossary attempted to define the roles of technical personnel and

was becoming cumbersome in terms of length, as the definitions included some of the rights and responsibilities of these individuals as well. The BDA committee decided to delete this aspect of the glossary and proposed that it be developed as a separate information tool for its members. The committee also decided upon the terminology of Engager and Engagee, with either term applicable to a dancer, choreographer, or producer/presenter, in an effort to characterize a non-hierarchical relationship and provide for situations where a dancer might be in the role of Engager when commissioning a choreographer. Choices such as this helped streamline the BDA and focus its purpose on serving dance artists themselves. Once we had a fairly clear and concise draft of the content, I took the whole document and formatted it, putting the material in order and editing for consistency in word use and copy style.

Finding Definitions

The copy preparation process took place over about one year, my final year on the board. Toward the end of my term, in the spring of 2002, the BDA was circulated to the entire board for review. The following meeting was scheduled as a discussion of the BDA and a walk-through of the final points. In fact, we spent almost that entire meeting debating the Fee Schedule and the dollar amounts attached to various roles, especially the suggested minimum hourly wage for dance artists.

There were essentially two points of view. Some board members felt that the suggested minimum should reflect the status quo²³ in the field and remain low enough to not exclude any member projects. There was strong concern that setting the figure higher would send the wrong message, making member artists feel that if they couldn't charge or pay the given fee, they wouldn't have the support of CADA. Other board members felt that it was important to raise the bar to encourage dance artists' sense of selfworth. In addition, people felt that a realistic concrete dollar figure could be used in funding application budgets and would ideally have a "trickleup" effect on funding bodies' allocations to dance. In the end the board agreed to up the ante, setting the suggested minimum hourly fee for dance artists at \$20 per hour, with the intent to explain their decision so members would understand the reasoning and work with CADA in this advocacy effort.²⁴ Weekly rates, single performance rates, dress/technical rehearsal and performance rates as well as choreographers' fees were also identified in the PSD, Appendix B: Fees & Payment.

General concerns were raised about the ramifications of publishing the document and the implications for the board and the organization if it was misused. Some board members were worried that clauses would be misinterpreted to the disadvantage of member artists and that CADA intentions would be undermined. The suggestion to call the first year a pilot year and schedule community feedback sessions eased these concerns to some degree, and people ultimately recognized that in order to determine the BDAs efficacy it had to be put into practical use. In addition, lawyer Eric M. Adams, of Paliare Roland Rosenberg Rothstein LLP, was engaged to write a disclaimer to protect the board should any legal situation arise.

This meeting was one of my final meetings as a board member of CADA. CADA Administrator Justine Greenland Duke,²⁵ Ng, and I had one follow-up meeting to review my work on the document, make final decisions on the remaining points, and enumerate what research and formatting needed to be completed. I passed the document back to the board and, in the fall of 2002, Greenland Duke began the proofreading process.

Dotting the I's, Crossing the T's

One of the final points to be determined was the title of the document. During the BDA Committee's editing process, it became apparent that "Basic Dance Agreement" did not accurately reflect the content of the document, which was becoming less like the terms of a contractual agreement and more like a set of suggested guidelines for professional dance artists. After discussion, a new title was selected that characterized the document more clearly as a reference tool. Since the fall of 2002, the document has come to be known as *Professional Standards for Dance (PSD)*.

During the period between September 2002 and the official launch date of the *PSD* (March 29, 2003), several events occurred that precipitated changes in two specific sections of the *PSD* Termination and Complaint Procedure. Unusually, in the 2002/03-membership year, CADA received three grievances filed by members of the organization related to working situations in which a CADA Letter of Agreement had been signed. Greenland Duke feels that these grievances were filed in part because the pre-press energy and community awareness of the document's imminent publication created a confidence in the organization's ability to assist its members in these disputes. The board members had been in the process of developing a more codified grievance procedure and were thus prompted to complete it. Faced with the practical application of the procedure, a very specific set of steps was outlined. As one of the grievances

related to a dispute over the termination of an agreement, the details of this section were also revised and further specified. In both cases, the detailed items were incorporated into the *PSD*. Of the three disputes, one was settled independently between the two parties involved; another was settled with the assistance of a mediator provided by CADA; the third was being handled by a lawyer, with the resolution unknown at the time of print.

Once the revisions to Termination and Complaint Procedure were finalized, the *PSD* was formatted for publication. Following are the sections as they appear in the First Edition Table of Contents²⁶:

1. Purpose
 2. Rights & Responsibilities of the Dancer
 3. Rights & Responsibilities of the Choreographer
 4. Rights & Responsibilities of the Producer/Presenter
 5. Working Conditions
 6. Fees & Payment for Dance Artists
 7. Programme & Credits
 8. Photographs & Video Footage
 9. CADA Ontario Representative
 10. Absence Due to Injury or Illness
 11. Bereavement Leave
 12. Termination
 13. Sex, Nudity & Obscenity
 14. Discrimination & Personal Harassment
 15. Complaint Procedure
 16. Insurance
- Glossary & Related Terms
Appendix A: Professional Recognition of Artists
Appendix B: Fees & Payment
Appendix C: References

Making the Statement

On March 29, 2003, following the presentation of Series 8:08a Toronto monthly works-in-progress dance series - CADA hosted a community meeting and officially launched the Professional Standards for Dance, First Edition, Version 1. Chartier, Board Chair Sylvie Bouchard, and Greenland Duke spoke about the history of the document and the pilot nature of its first year of publication. I facilitated a question-and-answer session between the attendees and the Board, and Greenland Duke explained the planned community feedback sessions to be held over the course of the following year. People were encouraged to communicate with CADA and to e-mail questions that could then be addressed at the feedback meetings. Emphasis was placed on the need to put the document into practice to determine its effectiveness and to use feedback to make revisions and amendments as necessary

The document is available as a member benefit and non-members are charged a small fee: \$10 for independent artists and \$25 for organizations with a budget over \$50,000. For the launch, the *PSD* was also distributed free of charge to organizations that work directly with dance artists, including funding bodies, and service and theatre organizations. In addition, the *PSD* was available on request via the Internet to facilitate use in drawing up agreements. This makes the actual distribution difficult to determine.

The Meaning in Motion

While feedback from the community has been minimal, according to Greenland Duke, “The Fee Schedule is the most user-friendly part of the document and [addresses] the most immediate issue. As published in the context of the *PSD*, it has more impact.”²⁷ This was the section I felt most strongly about publishing when I first became involved with the *PSD*. I believed that a documented dollar figure at easy reference would have the most effect on dance artists' own sense of value and would be a powerful tool in discussing working agreements. As a publisher, I recognized the potential for the written word to inform and affect people; this was a comment I often made in early discussions about publishing the *PSD*.

Appropriately, but to my surprise, not long after the launch of the *PSD*, I had a direct experience of its impact with respect to fees. I had been engaged by a choreographer for a remount of a work in which I had been one of the original cast. For the creation process, I was paid \$17 per hour, which I considered reasonable to

generous at the time. I expected to be paid the same rate for the remount and had no qualms or questions about it. My first cheque was more than I expected and, upon inquiry, I was told that my wage had been increased because the choreographer had heard that CADA set the minimum at \$20 per hour.

In a short survey completed during my research for this article, another dance artist and CADA member reflected generally on the effect the *PSD* has had in instilling in her a new level of "confidence in securing rights²⁸".

Current board member and independent dance artist Tanya Crowder offers another perspective: "I think it has caused confusion, but in the end has brought up questions and conversations that are integral to the growth of [the document]. These questions will also ultimately lead CADA in the right direction and will only make the organization stronger. The *PSD* has given people the knowledge that they can negotiate a dance job; it gives artists a sense of power to ask questions and solidify contract details."²⁹

Line by Line

Crowder is right in identifying some level of confusion around the *PSD*, and she's not the only one. As a result of one of the filed grievances, CADA developed a relationship with professional mediator and conflict management consultant Kai Lai. Lai is a former dance artist who was closely involved in some of CADA's early meetings. Further to his consulting work, Lai was asked to review and report on the *PSD*, particularly with respect to its potential use in future grievance situations. In August 2003, Lai ultimately completed a line-by-line analysis of the document and presented his findings in a report to the board. Greenland Duke explains that in the report Lai identifies several "hairline fractures"³⁰ to be addressed, particularly with respect to defining CADA role as either an advisory or adjudicative body. At the CADA Annual General Meeting (AGM) on September 22, 2003, Lai was invited to speak to the membership and share his thoughts on the *PSD*.

In his evaluation of the first edition, Lai noted that the document attempts to represent both the producer and the artist, that it presents CADA as an arbitrator, and that it purports to have a compliance function. In particular, he identified the Purpose, Section 12 (Termination), and Section 15 (Complaint Procedure) as the most problematic. These were the two sections most significantly affected during the process of articulating a grievance procedure.

Under existing legislation, no organization can represent both the producer and the artist in employment disputes, since that presents a conflict of interest. Currently, the Canadian Actors' Equity Association (CAEA) has jurisdiction for dance artists before the Canadian Artists and Producers Professional Relations Tribunal (CAPPRT) under Status of the Artist legislation. CADA does not. Moreover, it is incredibly challenging to play an adjudicative role and enforce compliance in the small and intimate dance community where, as Lai said, "everyone knows."³¹

In the outline accompanying his presentation, Lai defines the challenge as, "How to take the value of the good work CADA has already done and utilize it to its potential without colliding with the orbits of legislation, CAEA and CADA own membership."³² His recommendation at the AGM was for CADA to consider a capacity building model and focus on working in a more advisory capacity with a revised *PSD*. In this way, the organization could provide education, advocacy, referral, and conflict management resources to its constituents.

Words on a Page

In reflecting on the process of bringing the *PSD* to the public, Greenland Duke comments on the intimate environment of dance work and the issue of setting boundaries: "Defining boundaries is an issue with dance artists as it's not in their nature to do so, and words create boundaries."³³ There is a permanence to words that is not part of a dance artist's daily life and so there is a level of anxiety involved in putting something in print that will have a lasting public presence in the world and can not be easily changed.

This subconscious concern may have helped keep the document in draft form for such a long time. When the board recognized the potential for a pilot year and for revisions and amendments to be issued over time, the commitment to publish became slightly less daunting. Embracing a more fluid view of the document relieved many anxieties. "If people care for documents like this, then they will continue to be looked at and revised,"³⁴ says Chartier.

By virtue of their symbolic function, words can clarify or complicate. Faced with the grievances filed in 2002/03, the CADA Board was compelled to clearly articulate a precise application and follow-up procedure for Termination and Complaints, in a direct effort to address the disputes that arose.³⁵ In so doing, they went beyond the supportive

spirit of the *PSD*. These sections established CADA as a decision-maker and moved the *PSD* closer to becoming a set of enforceable rules instead of suggested guidelines.

This is the challenge of putting things in words. In an effort to articulate what we really mean, we tend to become more and more specific, to the point of actually undermining the essence of the message. In fact, a more general statement that captures the spirit of the intention can often be more useful in this context.

A Catalyst for Change

"The document has rekindled the need for clarity and the need to choose what CADA is to whom,"³⁶ says Greenland Duke. It has prompted an upcoming re-evaluation of the organization and its objectives. Plans are underway to hold a meeting in 2004 with national representatives to address the issues and questions that have arisen over the past year. In addition to the successful Training Subsidy Program, which provides rebates to dance artists on training costs, the publication of the *PSD* has rekindled the dance community interest in CADA. Since October 2001, CADA's membership has almost doubled. On October 1, 2001, CADA had fifty-five members. On October 1, 2003 CADA-Ontario membership totalled 108. Having a tangible resource that can be referenced and quoted has a concrete effect on the dance community "For certain the document has already had an effect. People have been looking at it, talking about it, asking questions," says Bouchard. "I feel that we now have something to stimulate our discussions with the community, and that discussion is what's healthy It is CADA job to keep the ball rolling."³⁷

This brings the organization full circle to one of its founding objectives: to encourage dialogue and conversation - a fluid and dynamic process that is constantly growing and changing, not unlike the art form itself. The written word, specifically in bureaucratic documents such as the *PSD*, functions in a more linear manner, which tries to narrow and specify by presenting one limited idea at a time. For a profession that is fundamentally about making complex, layered, and highly mobile work; and which embraces the potential for many-sided, interwoven, working relationships; making a codified, linear statement about its professional practice is bound to be a challenge.

What is unique about the *PSD* is that it was written by dance artists. The document arose from a need for protection, respect, and value that artists themselves addressed. From the beginning, the writing took into account the flexible nature of dance artists' working relationships and attempted to reflect the character of an

inherently collaborative, living art form. The written word is an imperfect medium through which this fluidity is articulated because it fixes ideas in time and space. The challenge was, and continues to be, how to remain open and responsive to the field but still make firm statements about “the financial status and the physical and social working conditions”³⁸ of dance artists.

The intention of the founders - that CADA be inclusive and nonhierarchical - made it difficult to find existing models to build upon, helping to explain the lengthy drafting process. The resulting *PSD* is admittedly imperfect but it is much more than a start; it is a milestone that marks some of the pervasive changes in the culture of dance artists that CADA has wrought over the years. Though the organization's formal constituency is relatively small, its work has had far-reaching effects across the field.

As the founding of CADA once prompted conversation and debate, now the *PSD* is a catalyst for reflection and dialogue both within the organization and within the community

Says Bouchard, “I believe that this document has the potential to begin making changes in the way dance artists view themselves in their community as well as in society ... The *PSD* can [enable] dance artists to see that they don't have to conform to [existing models]. The *PSD* can bring structure where society has not seen the need to provide it. It's something we have to create together, for ourselves. The *PSD* is a tool that can help dance artists take care of themselves, contribute to the health of our community, and then, the health of our society.”³⁹

1 Throughout, references to CADA shall mean CADA-Ontario.

2 Canadian Conference of the Arts. 'Creativity Is the Driving Force of Economic Growth.' Pre-Budget Submission to the Standing Committee on Finance. Database online. Canadian Conference of the Arts Reports, 2002. Available from: www.ccarts.ca

3 Canadian Heritage. "Evaluation of the Provision and Operations of the Status of the Artist Act." Corporate Review Branch, 2002. Database online. Available from: www.pch.gc.ca

4 Megan Andrews, "A Brief History of the Dance in Canada Association: Aggregation and Erosion," Society for Canadian Dance Studies Quarterly, CD-ROM, Volume 1, Issue 3 (Toronto: Visus Foundation, 2002).

5 Joysanne Sidimus, Personal interview by author, 18 January 2004.

6 Keith Kelly Telephone interview by author, 23 January 2004.

7 Sidimus recalls that the meeting was held at a lawyer's office across the street from St. Lawrence Hall and that this space was arranged by Bob Johnson, then Executive Director of the National Ballet of Canada.

8 Marie-Josle Chartier. Telephone interview by author, 5 September 2003.

9 Steering Committee members were Maxine Heppner, * Marie-Josée Chartier, Pat Fraser,* Michael Conway,* Lynn Heller,* Paula Thomson,* Francisco Alvarez, Susan Cash, and Andrea Smith. *Indicates continued participation beyond the steering committee stage. Many others were involved over time and to list them all would be impossible. They are acknowledged for their contribution.

10 Maxine Heppner. E-mail interview by author, 16 September 2003.

11 The first Board of Directors of CADA-Ontario comprised Maxine Heppner (Chairperson), Marie-Josée Chartier (Secretary/Treasurer), Lisa Cochrane, Michael Conway Pat Fraser, Bengt Jorgen, Allen Kaeja, Tama Soble, Paula Thomson, and Gerry Trentham.

12 The closest membership figure for CADA-Ontario at that time is IB April 1994 with a total membership of 25. CADA British Columbia was established in 1992 and incorporated provincially in 1999. Available records indicate a total membership of 97 in May 2001, 143 in June 2002, 132 in June 2003, and 142 in January 2004. Each chapter has its own hoard of directors who sets policies for their constituents.

13 Canadian Alliance of Dance Artists, "Hearing Presentation to Canadian Artists and Producer's Professional Relations Tribunal," Internal document, 14 March 1996.

14 Though other individuals were involved, Chartier and Heppner had the longestrunning association with the organization and are often cited as the co-founders because of the continuity of their involvement.

15 Chartier interview.

16 Canadian Alliance of Dance Artists. Board meeting minutes and various internal documents through 2003.

17 Heppner interview.

18 Heppner interview.

19 Chartier interview.

20 Chartier interview.

21 Canadian Alliance of Dance Artists, Letter of Agreement.

22 Chartier interview.

23 The status quo here refers to what the experienced norm was among the CADA members involved in this discussion. There is no current statistical figure for the average income of a dance artist in Canada. The most recent statistics for nonunionized, or independent, dance artists were gathered by Timothy Plumptre in 1982 for a report called "Simply Dance: Inside Canadian Professional Dance" by the Department of Communications in cooperation with the Canadian Association of Professional Dance Organizations, published in Ottawa. It states: "The situation of non-unionized dancers earning salaries of \$8,000 per annum or less is pointed to as an instance of what can occur if unions are not involved to protect legitimate interests and prevent exploitation" (pg. 43). Later reports provide additional figures for a dancer's average income: \$13,757 in 1991 (Cheney in Danielle Cliché, "Status of the Artist or of Arts

Organizations: A Brief Discussion on the Canadian Status of the Artist Act," Canadian Journal of Communications, Volume 21, Number 2, 1996, from a report by T. J. Cheney Research Inc. Creating careers: Human resource issues in the cultural sector. Ottawa: Sponsored by Human Resources Development Canada, 1995), and \$25,145 in 2002 (Canadian Conference of the Arts, 2002). However, it is this author's speculation that these numbers were likely derived from information provided by CAEA and Statistics Canada. CAEA represents primarily professional ballet dancers with collective agreements - probably the highest earning dancers in Canada. In terms of information from Statistics Canada, it is difficult to say how many dance artists actually identify themselves as such, since they may make the majority of their financial living in another occupation. As there is no significant source representing contemporary company and independent dance artists, including those in world dance forms, it is likely that these artists' incomes were not included, or were at least under-represented, in these averages, thus over-representing the average income of a dance artist in Canada. Part of the motivation for the founding in 2002 of the new national dance service organization, the Canadian Dance Assembly (out of the remains of CAPDO), was to gather statistics on the field in order to make compelling arguments on behalf of dance professionals. A national study has been undertaken through the collaboration of several Canadian dance service organizations but is not complete at the time of publication.

24 The following information is based on research done in January 2004. Under the Canadian Theatre Agreement, which was established by Canadian Actors' Equity Association (CAEA) and the Professional Association of Canadian Theatres (PACT), the minimum weekly rate for a member actor in 2003/04 is \$488.90. This is the rate for Category G in Sector 1: non-profit theatre. Rates increase through category A and above, as well as in Sector 2: for-profit theatre. In a typical rehearsal day an actor works seven out of eight-and-a-half hours. On performance days, there is a minimum four-hour call. Members of the major Canadian ballet companies, including Alberta Ballet, the National Ballet of Canada and the Royal Winnipeg Ballet, are all members of CAEA and the companies have collective agreements with Equity. The following are the rates for 2003/04. At the Royal Winnipeg Ballet, the weekly rate for apprentices is \$380 and the minimum for full members is \$510. At Alberta Ballet, the weekly rate for apprentices is \$383 and the minimum for full members is \$510. At the National Ballet of Canada the weekly rate for apprentices is \$314 and the minimum for full members is \$630. CAEA also has a variety of additional agreements for unconventional or project-based contracts. Some contemporary company and independent dance artists who are members of Equity work under these agreements. The base weekly fee for these agreements is \$475, which allows for 42 hours of work. In certain situations, allowances can be made to pro-rate the weekly fee over a longer period of time. In a typical rehearsal day, a company dancer works six out of seven-and-a-half hours. All rates are gross pay with additional deductions of 2% for CAFA dues and 3% for the performer's contribution to the engager-matched RRSP. According to the Toronto Musicians Association Local 149, under the Miscellaneous Category (i.e., one to two days per week or project-based work) the group musicians' general rate for a live performance engagement is \$42 per hour with a minimum three-hour call. The leader gets double scale at \$84 per hour and for a solo musician, the rate is \$42 plus 50% or \$63. For rehearsals, requiring a minimum two-hour call, the rates are respectively \$36, \$72, and \$54 per hour.

25 Justine Greenland Duke was hired by CADA in 2001. Former Administrator Jennifer Watkins had a long relationship with CADA and was highly involved in the development of the BDA prior to 2001.

- 26 Canadian Alliance of Dance Artists, Professional Standards for Dance. First Edition, Version 1.0, (Toronto: 2003).
- 27 Justine Greenland Duke, Personal interview by author, 8 September 2003.
- 28 Informal written survey of dance professionals conducted by author, 20 and 22 October 2003.
- 29 Tanya Crowder. E-mail interview by author, 31 October 2003.
- 30 Greenland Duke interview.
- 31 Kai Lai, Presentation to the Board of Directors and members of CADA at the Annual General Meeting (ACM) in Toronto on 22 September 2003.
- 32 Lai presentation.
- 33 Greenland Duke interview.
- 34 Chartier interview.
- 35 These disputes were bled before the FSD was published so they were not addressed using the PSD but they served as concrete examples upon which to develop a process.
- 36 Greenland Duke interview.
- 37 Sylvie Bouchard. E-mail interview by author, 26 October 2003.
- 38 Canadian Alliance of Dance Artists, internal documents.
- 39 Bouchard interview.