



Minimum Terms and Conditions
for Dancers Working abroad

A Guidance and Reference Document
from EuroFIA



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EURO



European Group of the International Federation of Actors
 Groupe Européen de la Fédération Internationale des Acteurs
 Europäische Gruppe des Internationalen Schauspielerverbands
 Grupo Europeo de la Federación Internacional de Actores





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Background:

The EuroFIA working group on dancers has as its main priority the development of practical tools to support dancers and help to ensure the best possible working conditions for them, particularly when they are working abroad and may arguably be more vulnerable. Thus the group was responsible for the development of the EuroFIA “Dance Passport” intended to improve the contact between dancers working abroad and local performers’ unions.¹ The group decided in 2008 that it would also be useful to develop a set of recommended minimum terms and conditions for dancers. The aim is to bring together a number of key model contractual clauses, which may be of use to dancers seeking to negotiate their contract, particularly when working in a context that is unfamiliar to them. Some of the clauses are more relevant in the context of touring in a company and others are more relevant where an individual is taking up an engagement abroad. In any case, the clauses do not have to be taken together as a single package: rather they seek to provide an indicative minimum standard and can serve as a reference across a range of areas.

A Few Words of Explanation:

The model clauses and the terms and conditions they establish are in no way intended to undermine or weaken existing local collective agreements, where these may be in place. Equally, some unions may provide their dancers with standard contracts when taking up an engagement in another country. It is also true that national law may require some adaptation of the model clauses to the local context. Thus, it is vital that dancers themselves assume some responsibility for checking what the situation is in the country where they will be working, in order to be informed about how best to ensure proper working conditions and approach their contractual engagement.

The clauses included in this document have been established across the whole EuroFIA regional group and reflect a shared understanding of what should constitute minimum terms and conditions for dancers. They are intended to be empowering by offering a point of comparison and acting as a checklist. In the absence of established references and frameworks, they may usefully be drawn upon.

Additional Guidance:

It is clear that these guidelines could be very usefully completed by information regarding the minimum recommended rates of pay in the country where the dancer will be employed. This is referenced in the model clauses. Due to different currencies and prevailing conditions in different countries, the working group proposes that dancers should in any case make contact with the local union in country of engagement in order to obtain some indications as regards locally negotiated or practised minimum rates of pay. Equally, the use of the model contractual clauses will be greatly strengthened by involvement in the Dance Passport scheme. Dancers travelling abroad should check whether they are entitled to participate in this scheme (the complete list of participating unions is available on the FIA website). This will enable them to easily access help and support from the relevant trade unions in the country where they are performing. Performers are also advised to take out a complementary Personal Medical and Injury Insurance. This is intended to complete what is provided for by the Health and Social Security System of the country where the Company / performer is based, as well as what may be contractually provided for by the Employer, in order to ensure that the performer has complete coverage in all scenarios.

The model clauses make up the rest of this document.

¹For more information, visit the FIA website: http://www.fia-actors.com/en/eurofia_dance_passport.html

Pay

The Performing Artist will be paid a monthly / weekly / daily / hourly salary offor the rehearsal period and a monthly / weekly / daily / hourly salary offor the performance period. Dress rehearsals which are open to the public will be paid at the same rate as a performance. The Performing Artist will be paid in local currency at the end of each week / fortnight / month or by bank transfer by mutual agreement not more than one week in arrears. [It is recommended that you contact the local union in order to inform yourself of minimum recommended local rates.]

The Performing Artist will additionally be paid a monthly/ weekly / daily / hourly salary ofto undertake understudy responsibility / dance captain / swing. Understudy performance shall be paid at the rate ofper performance.

Sunday: The salary above shall not cover work on a Sunday which shall be paid additionally as follows.....[for example this might be calculated on the basis of 1/6th of the weekly salary].

The Employer will also provide the Performing Artist with meals throughout the contract or a daily / weekly meal allowance of..... [It is recommended that you contact the local union in order to inform yourself of minimum recommended local rates.]

Hours and Breaks

In any calendar week the Performing Artist can be required to work a maximum of hours during the rehearsal period and hours including any additional rehearsals or other calls during the performance period over a maximum of six days. [Such maximum hours shall be no more than the relevant national union agreements and should include warm-up classes and breaks.] The Performing Artist will be given a break of at least 15 minutes during any period of 3 hours worked and at least 1 hour break during any period of 5 hours worked. The total break time in any working day must in no case be less than 5 minutes per hour danced. A break of at least 11 hours will be given overnight.

Holiday

The Performing Artist will accrue holiday with pay at the rate of [for example, this can be calculated as follows: half a day for each complete week / 2 ½ days per month / 12% additional salary]. Part weeks at the beginning and end of the engagement will be dealt with on a pro-rata basis. Any holiday taken must be mutually agreed with the Employer. The Employer may nominate a week to be taken as holiday giving at least 4 week's notice. Payment for holiday will be made on the usual pay date or on the pay date of the preceding period. Holiday pay should be paid in addition to other salary.

Travel

The Employer will pay the Performing Artist's travelling expenses from his/her Home Address, as above, to:..... at the beginning of the engagement and return travel expenses to the Performing Artist's Home Address at the end of the engagement. The Employer will also arrange all transport between venues. If air travel is included, the Employer will advise the Performing Artist, or if appropriate, the Performing Artist will find out, the maximum personal kg baggage limit before the day of departure and the Employer will meet the cost of excess baggage in both directions if the Performing Artist is required to bring props and costumes for the production. Appropriate travel insurance is also covered by the Employer. Where appropriate, the cost of local transport to and from rehearsal and performance venues will be covered by the Employer [this might be appropriate, for example, in the case of a tour].

Passports, Visas, Work Permits

Where the Performing Artist is without a passport, the Employer will cover the full cost of obtaining a passport. The Employer will obtain, at no cost to the Performing Artist, any necessary Visas and Work Permits. If the Performing Artist is required to surrender his/her passport in order to obtain these, the Employer will give the Performing Artist a receipt for the Passport, which will be returned to the Performing Artist as soon as possible.

Accommodation

The Employer will be responsible for providing accommodation for the Performing Artist. No Performing Artist will be required to share a bedroom with anyone else, unless by prior agreement. The Performing Artist will also be free to arrange his/her personal accommodation at his/her own expense subject to the Employer's agreement and will notify the Employer at all times of his/her address.

Failure to Produce

If the Employer cancels the production before the opening night the Employer shall pay the Performing Artist.....[for example, this might be calculated as follows: any outstanding basic rehearsal salary and other sums due plus ... weeks basic performance salary. If the Employer informs the Performing Artist of the cancellation more than 4 weeks before the Artist's first paid rehearsal, the sums above shall reduce to any outstanding basic rehearsal salary plus ... weeks basic performance salary.]

Force Majeure

In the case of this contract having to be terminated for reasons beyond the Employer's Control, such as National Mourning, war, fire, natural catastrophe, the Employer will pay the Performing Artist all monies due for rehearsals and performances already undertaken plus accommodation for the Performing Artist until it is possible to arrange safe transportation back to the Performing Artist's Home Address.

Costumes and Shoes

Unless the Performing Artist is contracted to provide his/her own costumes all costumes will be provided by the Employer and will be cleaned and maintained on a frequent and regular basis. No Performing Artist will be required to share any costume worn next to the skin. Shoes which are modern or conventional must be new. If period footwear is provided it shall be well-fitting, clean, sanitary and in good repair. All tights and specialist underwear shall be provided new.

Illness and Injury

If the Performing Artist is unable to attend any rehearsal or performance due to illness or injury he/she will notify the Employer immediately. The Performing Artist may be required to provide a medical certificate and agree to be examined by a qualified medical practitioner, appointed by the Employer, from the third day of illness or injury. The Performing Artist will continue to receive salary while unfit to perform but in the case of protracted illness or injury (expected to last more than fourteen days), the Employer will pay for the Performing Artist to return to his/her Home Address and their salary until their date of return. The Performing Artist will arrange his/her own European Health Insurance Card (EHIC). The Employer should ensure appropriate medical or accident insurance cover for all countries where the engagement takes place without cost to the Performing Artist. This should include the cost of repatriation for treatment, where the requisite and appropriate treatment cannot be adequately provided locally. The Performing Artist is advised to look at the FIA Health and Safety Guidelines available on the FIA website.

Recording and Broadcasting

If the Performing Artist is required to participate in any filming of the production this will take place during his/her normal working hours including any travelling time. The Employer will be permitted to use an excerpt of up to minutes without additional payment on a News Access programme for the purposes of publicity for the production. [In line with the relevant national union agreements.] If the Employer wishes to use an excerpt on a Magazine, Documentary or Feature programme this will be subject to an additional payment [recommendations available from FIA Office]. If the Employer wishes to make any form of Sell-Through media product in any format this will be subject to the payment of.....[for example, this might be calculated as follows: no less than 1 week's salary and the sale or use of any such product will be for 12 months only from the date of recording.]

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