

Gouvernement du Québec

**O.C. 396-2015, 6 May 2015**

An Act respecting occupational health and safety  
(chapter S-2.1)

**Agreement on the professional dance  
training program  
— Implementation**

Regulation respecting the implementation of the  
Agreement on the professional dance training program

WHEREAS, under section 16 of the Act respecting industrial accidents and occupational diseases (chapter A-3.001), a person doing work under a project of any government, whether or not the person is a worker within the meaning of the Act, may be considered to be a worker employed by that government, by an agency or by a legal person, on the conditions and to the extent provided by an agreement between the Commission de la santé et de la sécurité du travail and the government, agency or legal person concerned;

WHEREAS the Commission de la santé et de la sécurité du travail and the Conseil des arts et des lettres du Québec concluded such an agreement to consider as workers the persons who, within the dancer training support program referred to in the agreement, carry on training activities not covered in an employment contract

WHEREAS, under section 170 and subparagraph 39 of the first paragraph of section 223 of the Act respecting occupational health and safety (S-2.1), the Commission may, by regulation, take the necessary measures for the implementation of such an agreement;

WHEREAS, under section 224 of the Act respecting occupational health and safety, every draft regulation made by the Commission under section 223 of the Act must be submitted to the Government for approval;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation respecting the implementation of the Agreement on the

professional dance training program was published in Part 2 of the *Gazette officielle du Québec* of 1 October 2014 with a notice that it could be made by the Commission and submitted to the Government for approval on the expiry of 45 days following that publication;

WHEREAS the Commission de la santé et de la sécurité du travail made the Regulation respecting the implementation of the Agreement on the professional dance training program, with amendments, at its sitting of 19 February 2015;

WHEREAS it is expedient to approve the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour, Employment and Social Solidarity:

THAT the Regulation respecting the implementation of the Agreement on the professional dance training program, attached to this Order in Council, be approved.

PIERRE REID,  
*Associate Secretary General*

**Regulation respecting the implementation  
of the Agreement on the professional  
dance training program**

An Act respecting occupational health and safety  
(chapter S-2.1, ss. 170 and 223, 1st par., subpar. 39)

**1.** The Act respecting industrial accidents and occupational diseases (chapter A-3.001) applies to persons participating in the professional dance training program on the conditions and to the extent provided for in the Agreement between the Conseil des arts et des lettres du Québec and the Commission de la santé et de la sécurité du travail appearing in Schedule I.

**2.** This Regulation replaces the Regulation respecting the implementation of the Agreement on the professional dance training program (chapter S-2.1, r. 30).

**3.** This Regulation comes into force on 4 June 2015.

## SCHEDULE I

**AGREEMENT**

BETWEEN

The Conseil des arts et des lettres du Québec  
acting on behalf of the Gouvernement du Québec  
represented by Stephan La Roche, Chief Executive Officer,  
duly authorized,

hereinafter called the "CALQ"

AND

The Commission de la santé et de la sécurité du travail  
represented by Michel Després,  
Chairman of the Board and Chief Executive Officer,  
duly authorized,

hereinafter called the "Commission"

**UNDER SECTION 16 OF THE ACT RESPECTING INDUSTRIAL  
ACCIDENTS AND OCCUPATIONAL DISEASES**

WHEREAS the CALQ, established under section 1 of the Act respecting the Conseil des arts et des lettres du Québec (chapter C-57.02), is, under sections 2 and 3 of that Act, a legal person, mandatary of the State;

WHEREAS the CALQ has the general powers of such legal person and the special powers assigned to it by that Act;

WHEREAS, under section 14 of that Act, the CALQ is competent to act in the fields of visual arts, arts and crafts, literature, performing arts, multidisciplinary arts, media arts and in matters of architectural research;

WHEREAS, under section 15 of that Act, the object of the CALQ is to support creation, experimentation and production and to foster the diffusion thereof in Québec and, in compliance with Québec's policies in matters of Canadian intergovernmental affairs and international affairs, elsewhere in Canada and abroad;

WHEREAS, under section 138 of the Act respecting occupational health and safety (chapter S-2.1), the Commission is a legal person;

WHEREAS the CALQ has requested that the Act respecting industrial accidents and occupational diseases (chapter A-3.001) apply to the workers covered by this Agreement and the CALQ intends to assume the obligations prescribed for employers;

WHEREAS, under section 16 of that Act, a person doing work under a project of any government, whether or not the person is a worker, may be deemed to be a worker employed by that government, by an agency or by a legal person, on the conditions and to the extent provided by an agreement between the Commission and the government, agency or legal person concerned;

WHEREAS, under that section 16, the second paragraph of section 170 of the Act respecting occupational health and safety applies to such agreement, the effect of that section 16 being that the Commission must proceed by way of a regulation in order to give effect to an agreement extending benefits arising out of Acts or regulations administered by it;

WHEREAS the obligations of the CALQ provided for in this Agreement are the same as the obligations of the Minister of Culture, Communications and the Status of Women (the Minister) provided for in the agreement that was the subject of the Regulation respecting the implementation of the Agreement on the professional dance training program approved by Order in Council 1197-2010 dated 15 December 2010 (G.O., 2010, Part 2, No. 50B, 3854B);

WHEREAS this Agreement replaces that Agreement;

**THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:****CHAPTER 1 ENABLING PROVISION**

- Enabling provision* 1.1 This Agreement is entered into under section 16 of the Act respecting industrial accidents and occupational diseases.

**CHAPTER 2 PURPOSES OF AGREEMENT**

- Purposes of agreement* 2.1 The purposes of this Agreement are to provide for the application of the Act respecting industrial accidents and occupational diseases to the workers concerned and to determine the respective obligations of the CALQ and the Commission, on the conditions and to the extent set forth herein.

**CHAPTER 3 DEFINITIONS**

For the purposes of this Agreement,

- "Commission"* (a) Commission means the Commission de la santé et de la sécurité du travail;
- "employment"* (b) employment means the employment of a worker as an interpreter in an artistic dance production;
- "employment injury"* (c) employment injury means an injury or a disease arising out of or in the course of an industrial accident, or an occupational disease, including a recurrence, relapse or aggravation, within the meaning of the Act;
- "Act"* (d) Act means the Act respecting industrial accidents and occupational diseases (chapter A-3.001);
- "CALQ"* (e) CALQ means the Conseil des arts et des lettres du Québec;

"worker" (f) worker means a person who, under the program appearing in Schedule 1, performs training activities not included in an employment contract for the purpose of maintaining professional competencies. These activities must be structured and supervised by a qualified professional and they do not include activities performed at home, in gymnasiums or fitness centres.

#### **CHAPTER 4 OBLIGATIONS OF THE CALQ**

*Employer* 4.1 The CALQ is deemed to be the employer of any worker covered by this Agreement.

*Restrictions* Despite the foregoing, that employer-employee relationship is recognized only for the purposes of compensation, assessment and imputation of the cost of benefits under the Act and must not be considered as an admission of a factual situation lending itself to interpretation in other fields of activity.

*Exclusions* The workers covered by this Agreement are neither employees, public servants nor officers of the Gouvernement du Québec, including the CALQ.

*General obligations* 4.2 As the employer, the CALQ is bound, with the necessary modifications, by all the obligations provided for in the Act, including in particular the obligation to keep a register of industrial accidents.

*Register of accidents* However, the CALQ is required to make the register of industrial accidents referred to in the preceding paragraph available only to the Commission.

*Information* At the request of the Commission, the CALQ forwards a description of the activities performed by the worker at the time the employment injury appeared.

- Exceptions* 4.3 Despite section 4.2, section 32 of the Act pertaining to the dismissal, suspension or transfer of a worker, the practice of discrimination or the taking of reprisals against the worker, sections 179 and 180 concerning temporary assignment and Chapter VII respecting the right to return to work do not apply to the CALQ.
- First aid* The CALQ must ensure that first aid is given to a worker suffering an employment injury, in accordance with sections 190 and 191 of the Act, and assume the costs thereof.
- Payment of assessment* 4.4 The CALQ agrees to pay the assessment calculated by the Commission and the fixed administrative costs associated with each financial record.
- For the purposes of this Agreement, the CALQ is also bound to make periodic payments, in accordance with section 315.1 of the Act.
- Assessment* 4.5 For assessment purposes, the CALQ is deemed to pay to each worker covered annual gross wages, rounded to the next highest multiple of one hundred dollars, established on the basis of the minimum wage in effect on 31 December of the year in which the training activities are performed.
- Annual statement* 4.6 The CALQ sends to the Commission, before 15 March of each year, a statement setting out, in particular, the amount of gross wages deemed paid to the workers during the preceding calendar year.
- Register* 4.7 The CALQ keeps a detailed register of the workers' names and addresses and, on request by the Commission, provides it with the information it needs for the purposes of this Agreement.
- Description of programs* 4.8 The CALQ forwards to the Commission, on the coming into force of this Agreement, a description of the program appearing in Schedule 1.

*New program  
or amendment*

Every subsequent amendment to the program appearing in Schedule 1 must be forwarded so as to determine whether it should remain under this Agreement.

**CHAPTER 5 OBLIGATIONS OF THE COMMISSION**

*Worker  
status*

- 5.1 The Commission considers a worker covered by this Agreement to be a worker within the meaning of the Act.

*Indemnity*

- 5.2 A worker who suffers an employment injury is entitled to an income replacement indemnity from the first day following the beginning of his or her inability to carry on employment by reason of the injury.

*Payment*

Despite section 60 of the Act, the Commission pays to such a worker the income replacement indemnity to which the worker is entitled.

*Calculation  
of indemnity*

- 5.3 For the purpose of calculating the income replacement indemnity, the worker's gross annual employment income is that determined on the basis of the minimum wage provided for in section 3 of the Regulation respecting labour standards (chapter N-1.1, r. 3) and the regular workweek referred to in section 52 of the Act respecting labour standards (chapter N-1.1), as they read on the date on which they are to be applied when the injury appears.

*Financial  
record*

- 5.4 At the request of the CALQ, the Commission opens a specific financial envelope for the program covered by this Agreement.

*Program  
referred to*

The program is classified in the unit of operation: "Operating a television station; producing or distributing motion pictures or other audio and video material; operating a motion picture or a drive-in theatre; operating an orchestra, a discomobile, a singing group, a theatre company or a theatrical agency; leasing or renting halls; installing equipment for social dances" or, following subsequent amendments made to that unit of operation after the signing of this Agreement, in a unit corresponding to those program activities.

*Applicable  
rate*

- 5.5 The Commission applies, for the program appearing in Schedule 1, either the specific assessment rate of the unit in which the program is classified, or a personalized assessment rate, provided in the latter case that the CALQ satisfies the conditions set out in the Act and its regulations for each assessment year.

**CHAPTER 6 MISCELLANEOUS**

*Monitoring  
of progress*

- 6.1 Within 15 days following the coming into force of this Agreement, both the Commission and the CALQ designate a person who will be responsible for monitoring the progress of this Agreement.

*Addresses  
for notices*

- 6.2 Every notice required by this Agreement must be sent to the following addresses:
- (a) Le Secrétaire de la Commission  
Commission de la santé et de la sécurité du travail  
1199, rue De Bleury, 14<sup>e</sup> étage  
Montréal (Québec) H3C 4E1;
  - (b) La Secrétaire du CALQ  
Conseil des arts et des lettres du Québec  
79, boulevard René-Lévesque Est, 3<sup>e</sup> étage  
Québec (Québec) G1R 5N5.



**CHAPTER 7 COMING INTO FORCE, TERM AND TERMINATION**

- Effective date* 7.1 This Agreement takes effect on the date of coming into force of the Regulation made for that purpose by the Commission under section 170 and subparagraph 39 of the first paragraph of section 223 of the Act respecting occupational health and safety.
- Term* The Agreement remains in force until 31 December 2015.
- Tacit renewal* 7.2 It is subsequently renewed tacitly from one calendar year to the next, unless one of the parties sends to the other party, by registered or certified mail, at least 90 days before the term expires, a notice in writing to the effect that it intends to terminate the Agreement or make amendments thereto.
- Amendments* 7.3 In the latter case, the notice must contain the amendments which the party wishes to make.
- Renewal* 7.4 The sending of such notice does not preclude the tacit renewal of this Agreement for a period of 1 year. If the parties do not agree on the amendments to be made to the Agreement, the Agreement must be terminated, without further notice, at the expiry of that period.

**CHAPTER 8 AMENDMENT TO AND TERMINATION OF AGREEMENT**

- Non-compliance* 8.1 If the CALQ fails to comply with any of its obligations, the Commission may request that the CALQ remedy that failure within a period fixed by the Commission. Should the failure not be remedied within the period fixed, the Commission may unilaterally terminate this Agreement, upon written notice.
- Date* 8.2 This Agreement is then terminated on the date on which the written notice is sent.

- Financial adjustments* 8.3 In the event of termination, the Commission makes the financial adjustments taking into account the amounts payable under this Agreement.
- Sum due* Any sum due following those financial adjustments are payable on the due date appearing on the notice of assessment.
- Mutual agreement* 8.4 The parties may, by mutual agreement, amend or terminate this Agreement at any time.
- Damages* 8.5 In the event of termination, neither party may be required to pay damages, interest or any other form of indemnity or charges to the other party.

**IN WITNESS WHEREOF, the parties have signed**

at \_\_\_\_\_, on this \_\_\_\_\_ at \_\_\_\_\_, on this \_\_\_\_\_  
( ) day of \_\_\_\_\_ 2014 ( ) day of \_\_\_\_\_ 2014

\_\_\_\_\_  
**STEPHAN LA ROCHE**  
Chief Executive Officer,  
Conseil des arts et des lettres  
du Québec

\_\_\_\_\_  
**MICHEL DESPRÉS**  
Chairman of the Board and Chief  
Executive Officer,  
Commission de la santé et de la  
sécurité du travail

**SCHEDULE 1 TO THE AGREEMENT**

Program subject to the agreement

- Dancer Training Support Program

## DANCER TRAINING SUPPORT PROGRAM

2014-2015 POLICY

**1. OBJECTIVES**

The *Dancer Training Support Program* is an indispensable tool for improving the socio-economic conditions of dancers. Since February 1994, the Program assists dancers by subsidizing the cost of regular training in diverse techniques throughout the year. This training is essential to the profession, whether the dancer be in a period of rehearsal, performance, unemployment or social assistance. This support takes the form of financial aid paid directly to the dancers upon presentation of their training receipts.

The objectives of the Program are the following:

- to develop the profession of dancing;
- to improve the dancer's socio-economic status;
- to maintain optimum employability;
- to improve and maintain complete fitness;
- reduce the risk of injuries.

The Training Support Program Committee, composed of Johanna Bienaise, Nathalie Blanchet, Georges-Nicolas Tremblay and Jamie Wright, recommended that the Policy be renewed for the year 2014-2015. The recommendation was unanimously adopted by the RQD Board of Directors at the May 12, 2014 meeting.

RQD reserves the right to modify the 2014-2015 Policy throughout the year, depending on availability of funds.

**2. ELIGIBILITY REQUIREMENTS**

To be eligible for the program, dancers must:

- be a member of RQD and meet the admission requirements for their membership category (see 2.1);
- complete an [on-line application form](#)<sup>1</sup>;
- forward the required supporting documents to RQD (see 2.1).

**After initially applying to RQD**, dancers must wait four months before qualifying for the Training Support Program. Any classes, workshops or training memberships purchased during this waiting period are non-refundable.

**In the case of membership renewals**, the program eligibility takes effect on the date that RQD receives the payment of fees. All dancers must renew their memberships by July 1, 2014 in order to avoid any interruption in the processing of claims. If members renew on September 1, 2014, the classes, workshops and training memberships purchased between July 1 and August 31, 2014 will not be reimbursed.

<sup>1</sup> <http://www.quebecdanse.org/adhesion/formulaire-demande-soutien/>

## DANCER TRAINING SUPPORT PROGRAM

2014-2015 POLICY



## 2.1 Admission Requirements

| 2.1.1 Apprentice Member   | 2.1.2 Professional Individual or Corporate Member   |
|---|---|
| › Must have completed, within the last three years (2012, 2013 or 2014), initial training in dance at an advanced-level institution.<br><b>Supporting documents required:</b> copy of diploma or Attestation of Collegial Studies (ACS).<br>› In the case of equivalent training, the applicant must be a member of RQD for at least three years.<br><b>Supporting documents required:</b> CV containing a detailed description of the courses and workshops taken. | › Must have a minimum of eight paid performances <sup>2</sup> in Quebec or Canada in a professional context <sup>3</sup> for two consecutive years between 2012 and 2017.<br><b>Supporting documents required :</b> copies of letters of agreement or <u>signed</u> contracts. <sup>4</sup> |

## 3. SPECIAL CASES

- Beginning in the fourth year of RQD membership, **apprentice members** who have an equivalent training must attain the status of professional individual members or corporate members to have access to the Training Support Program.
- **Individual or corporate members who do not have a minimum of eight performances** may qualify for the Training Support Program if they have accumulated a minimum of 300 hours of paid work. These hours must have been devoted to research and creation or the remount of a work as a dancer, and over a period of two consecutive years between 2012 and 2017. These activities, however, must not have been the object of paid performances.  
**Supporting documents required:** updated CV and copies of letters of agreement or signed contracts.
- **Dancers who receive support for their training on a regular basis from their employer** (financial support or training classes) are eligible for the Program solely during periods of unemployment.  
**Supporting documents required:** Signed contract or attestation from employer specifying periods of inactivity or unemployment.
- **Individual or corporate members who have been inactive over the last two years** because of a prolonged work stoppage (pregnancy, maternity leave, accident or illness) are eligible, subject to evaluation.  
**Supporting documents required:** updated CV, medical certificate, birth certificate of child, or other pertinent documents.

<sup>2</sup> Corporate events and activities that took place in an academic, amateur or semi-professional context will not be recognized in the calculation of eight performances.

<sup>3</sup> The professional context includes organisations primarily involved in creation or presentation. It can include dance companies or collectives, theatres or venues recognized by one's peers. Included in this definition are events in which the dancers are chosen by other dance professionals.

<sup>4</sup> Evening programs, posters, invoices and websites are not admissible as supporting documents.

## DANCER TRAINING SUPPORT PROGRAM

2014-2015 POLICY

**4. REIMBURSED TRAINING**

| 4.1 Apprentice Member  | 4.2 Professional Individual or Corporate Member  |
|--|--|
| <ul style="list-style-type: none"> <li>› Classes in ballet, contemporary dance <b>AND</b> another optional genre</li> <li>› Pilates, yoga, gyrokinesis, gyrotonic, Qi Gong, Gym sur table TCP, Perfmax and fitness training</li> </ul> | <ul style="list-style-type: none"> <li>› All technical training related to dance.</li> </ul> |

Only classes, workshops and training memberships taken in Quebec are reimbursable. However, members residing in Gatineau may obtain financial support for dance classes and workshops taken in Ottawa.

Classes and workshops funded by Emploi-Québec in Montreal are not reimbursable.

The costs of physical fitness evaluation services, studio rentals, or training materials are not reimbursable.

**5. AMOUNT REIMBURSED**

| 5.1 Apprentice Member  | 5.2 Professional Individual or Corporate Member  |
|--|--|
| <ul style="list-style-type: none"> <li>› Up to \$7 per class.</li> <li>› Workshops and memberships: 40% of cost</li> <li>› Up to a maximum of \$500 per year, subject to availability of funds.</li> </ul> | <ul style="list-style-type: none"> <li>› Up to \$7 per class.</li> <li>› Training sessions costing more than \$30: \$15</li> <li>› Workshops and memberships: 40% of cost</li> <li>› Up to a maximum of \$600 per year, subject to availability of funds.</li> </ul> |

**6. REIMBURSEMENT PROCEDURE**

- To obtain a reimbursement, **members must submit to RQD a duly completed expense claim form, along with photocopied receipts.** A blank form will be sent to each claimant.
- Members have **three months from the date of the receipt of payment to make their claims.**
- The maximum processing time for claims is 30 working days. RQD will send out all reimbursements by mail.
- **RQD will not issue cheques for claims under \$40.** Claims below this amount will be processed at a later date, upon reception of other claims, until the total of the reimbursement reaches \$40 or more.

## DANCER TRAINING SUPPORT PROGRAM

2014-2015 POLICY

**7. CSST AND MCC COVERAGE OF DANCERS IN THE EVENT OF INJURY**

As of January 2006, members admitted to the Dancers Training Support Program are covered by CSST in the event of an injury or accident occurring during supervised training not governed by a work contract. This is the result of an agreement between the CSST and the Ministère de la Culture et des Communications du Québec (MCC).

To learn more about the procedure to follow in the case of injury, please consult the [following page](#)<sup>5</sup> or contact Dominic Simoneau at (514) 849-4003, extension 227. Your request for coverage will be treated in the strictest confidence.

*This program receives the financial support of the Canada Council for the Arts, the Conseil des arts de Montréal and the Conseil des arts et des lettres du Québec.*

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<sup>5</sup> <http://bit.ly/classescsst>