

Senior and Disabled Artist Program

Allowing Artists facing challenges to continue their professional career and expand their opportunities with greater contractual flexibility.

Purpose

Artists in the later years of their careers and those who live with a disability have both an interest in and the capacity to continue working in their chosen profession. They may also have a wide range of needs in order to transition out of their performance careers or to work alternative or modified schedules. Some may wish to continue on the same terms as before, for as long as possible. Others may be looking for a blend of fully professional contracts and semi- or non-professional projects. Yet others might wish to retire fully from professional life but be able to continue with occasional work on a semi- or non-professional basis in their chosen discipline, as they are able. Some might see themselves continuing to work if the working conditions were more suited to their needs.

The intention of this Program is to allow Artists facing challenges to continue their professional careers and expand their opportunities with greater contractual flexibility. However, it is also the intention of the Program that no Artist's individual choice should hamper or undercut other Artists wishing to make a different choice in similar circumstances. Access to non-professional work opportunities outside an Equity contract as part of this Program will not jeopardize ongoing membership in Equity.

Participation in this Program does not affect an Artist's eligibility to work under a standard Equity contract in the future.

Note: Senior Artists, as defined by Equity's Bylaws are members who are performers, stage managers, directors, choreographers, fight directors and intimacy directors at the age of 65; opera singers at the age of 55; and ballet dancers at the age of 45. Artists who meet the eligibility requirements for Dues Remission shall be relieved of the obligation to pay basic dues but will continue to have deductions made for insurance premiums and RRSP contributions, as applicable by age.

Disabled Artists include those who are D/deaf and/or Disabled. D/deaf includes but is not limited to individuals who are culturally Deaf or deaf, hard of hearing, or experiencing hearing loss. Disabled includes but is not limited to individuals who are blind, partially sighted, or deafblind, and/or individuals with chronic illnesses, learning disabilities, mental health conditions, neurodiversity, developmental conditions, physical disabilities including amputee, limb, facial difference or dwarfism, and sensory impairments or challenges. Disabilities or impairments may be long-term, temporary or fluctuating, can be multiple, and may or may not be apparent or have a diagnosis. D/deaf and/or Disabled Artists may experience discrimination and disadvantage as a direct result of an impairment, and/or due to social, policy, or environmental barriers.

Definitions intended to represent groups and/or communities of individuals referenced in this document are not exhaustive and may change as terminology and the world evolve.

This Program will initially be in place for a period of three years, subject to review, amendment, or withdrawal at that time.

Program Elements

There are three separate elements to this Program and each section has its own specific terms and conditions. Please be sure to read each section carefully before applying. These sections are:

Section One - Working without an Equity Contract

Section Two - Prorated Contracts

Section Three - Contract Sharing

Section One: Working without an Equity Contract “Without Reference” (Not Applicable to Negotiated Agreements)

- a. Senior or Disabled Artists may request to work without reference to a contract under any of Equity’s policies. (DOT, INDIE, Amateur/Community, Benefits & Fundraisers, etc.). In this case, it should be understood that working without reference to a contract means that the normal working conditions do not apply, with the exception of the obligation of the Engager to follow appropriate provincial health and safety and anti-harassment provisions.

The engagement may not be with a company that otherwise hires Artists in the same discipline on Equity contracts, or on contracts with fees and conditions similar to those provided for on Equity contracts. The intention of this restriction is to ensure that current paying professional job opportunities are protected, and do not migrate to non-professional, unpaid status.

Note that this does not prohibit an organization that hires under Equity contracts in one discipline from hiring under the Senior and Disabled Artist Program in another. As an example, this means that a DOT Engager who normally engages Equity members as Directors, may not hire a Senior or Disabled Artist as a Director without an Equity contract but may hire Performers without an Equity contract.

If the situation does not meet the eligibility requirements for Section One of the Program, please contact an Equity Business Rep (busrep@caea.com) to discuss what other options may exist.

- b. Each engagement shall be reported to the Equity office by the Senior or Disabled Artist on a waiver provided for that purpose, which shall also be signed by the Engager. The waiver must be submitted to Equity no later than 30 calendar days before the commencement of work.
- c. The requisite insurance premium shall be paid by the Engager for each week of work, at the Artist’s discretion. Proof of insurance coverage elsewhere will be required to waive the requirement for premiums to be paid for the engagement. Please note that Equity’s insurance plan ceases to cover members over the age of 80, except for accident coverage while working.

Note: The ability to prorate engagements is already available under the various policies.

How to apply to work under Section One – Working without an Equity Contract

The Artist must complete the waiver and submit it to Equity no later than 30 days prior to the commencement of the engagement. The waiver requires the details of the proposed engagement, including dates and number of hours of rehearsals, dates and number of performances, and any special conditions and contact details for the Engager. Requests not received 30 calendar days in advance may not be considered.

Section Two: Prorated Contracts (Applicable to negotiated agreements only)

Prorated contracts are available to any Senior or Disabled Artist as defined above, in good standing.

The prorated contract Program would allow artists to agree to a contract where they are expected to provide fewer hours of service for a similarly prorated fee. However, it is also the intention of the Program that no Artist's individual choice should hamper or undercut other Artists wishing to make a different choice in similar circumstances. A prorated contract must be proposed by the Artist, and free mutual agreement between the Artist and the Engager is a requirement.

- a. Artists may have unlimited prorated engagements per year with companies adhered to a negotiated collective agreement on the following conditions: Each prorated engagement is subject to advance approval by Equity staff, which approval shall be available in a timely manner and not unreasonably withheld. The Artist shall indicate that they are in free agreement with the terms proposed, and the Engager will be expected to show how a prorated contract is a reasonable approach to the work/role envisioned. To promote a frank expression of views and privacy, these two elements should be discussed with the Engager and the Artist separately, to ensure that both parties agree with the proposal.
- b. The requisite insurance premium is paid by the Engager for each week of work. For greater clarity, insurance premiums may not be reduced or prorated. Please note that Equity's insurance plan ceases to cover members over the age of 80, except for accident coverage while working.
- c. Appropriate RRSP and dues deductions shall be made and remitted to Equity.
- d. A prorated contract may be reduced to no less than 60% of the allowable hours per week, for a matching proportion of the applicable fee. It is not the intention of this Program that prorated contracts become a bidding process to secure services for a lower fee, nor that hours are arranged to compress a functionally full workload into fewer hours in order to pay a lower fee.
- e. Additional hours per week will be paid at the appropriate Equity overtime rates.

Note: Performance weeks may not be prorated.

How to apply to work under Section Two – Prorated Contracts

No later than 30 days prior to the first day of rehearsal, and prior to signing of the contract, either the Artist or the Engager must submit a written request to Equity to access this Section. The request for this accommodation and any other accommodations offered to the Artist to support their engagement shall be detailed in a rider attached to the contract. Information about the size of the role or the staging requirements shall be included in the request. Equity will consult with the Artist and, if necessary, the Engager, to assess the request. Approval shall be given no later than 15 calendar days prior to the commencement of rehearsals. Requests not received 30 calendar days in advance may not be considered.

Section 3: Contract Sharing / Double Casting (Applicable to negotiated agreements and policies)

Shared contracts are available to any Senior or Disabled Artist as defined above, in good standing.

Contract sharing would allow Artists to equally share an Equity engagement with a colleague or agree to a contract where they are expected to provide fewer hours of service for a similarly prorated fee. However, it is also the intention of the Program that no Artist's individual choice should hamper or undercut other Artists wishing to make a different choice in similar circumstances. A shared contract may be proposed by either the Senior or Disabled Artist or the Engager, however free mutual consent is a requirement.

Artists may have unlimited shared engagements per year with companies on any Equity contract with a guaranteed weekly fee on the following conditions:

- a. Each shared engagement is subject to advance approval by Equity staff, which approval shall be available in a timely manner and not unreasonably withheld. The Artists shall indicate that they are in free agreement with the terms proposed, and the Engager will be expected to show how a shared contract is a reasonable approach to the work/role envisioned. To promote frank expression of views and privacy, these two elements should be discussed with the Engager and the Artists separately, to ensure that both parties agree with the proposal.
- b. The requisite insurance premium shall be paid by the engager for each week or partial week of work, for each Artist engaged under a shared contract. For greater clarity, insurance premiums may not be shared. Please note that Equity's insurance plan ceases to cover members over the age of 80, with the exception of accident coverage while working.
- c. Appropriate RRSP and dues deductions shall be made and remitted to Equity.
- d. A shared contract may only be done between two Artists, at a level of no less than 50% of the allowable hours per week, for a matching proportion of the applicable fee. If desired, a shared contract may be at an equal rate of higher than 50% the hours and fee, to allow for some

overlap. As an example and for greater clarity, both Artists might be expected to provide 60% of the hours for 60% of the fee (a total of 120%), if this facilitates a better process and avoids undue overtime. It is not the intention of this Program that contract sharing becomes a way to engage two different Artists for anything other than the same role/job, or in arbitrarily variable proportions.

- e. Additional hours per week will be paid at the appropriate Equity overtime rates.
- f. The number of performances in any given week shall be shared equally between the two Artists unless otherwise agreed upon by the Artists.

How to apply to work under Section Three – Contract sharing

No later than 30 calendar days prior to the first day of rehearsal, and prior to signing of the contract, either of the Artists must submit a written request to Equity to access this Section. The request for this accommodation and any other accommodations offered to the Artist to support their engagement shall be detailed in a rider attached to the contract. Information about the size of the role or the staging requirements shall be included in the request. Equity will consult with the Artists and, if necessary, the Engager to assess the request. Approval shall be given no later than 15 calendar days prior to the commencement of rehearsals. Requests not received 30 calendar days in advance may not be considered.

Withdrawal of Permission to Access the Senior and Disabled Artist Program

If it becomes apparent that an Engager or Artist is misusing the Senior and Disabled Artist Program or using it in a manner that is ultimately to the detriment of other Equity Artists, Equity may, at its sole discretion, disallow any future access to the Senior and Disabled Artist Program and/or the Engager, including permanently. In cases where an Engager has been restricted in their use of this Program, the membership will be given timely notice of the restriction or cancellation of that Engager's access to the Program so that members don't unknowingly commit to something that Equity will ultimately disallow. The intention of this restriction is to keep the playing field level even for all participants.

Frequently Asked Questions

Why did Equity create the Program?

The intention of the Senior and Disabled Artists Program is to address the varied needs of and work opportunities for Senior and Disabled Artists and provide them with greater contractual flexibility to support them in their work.

Who qualifies as a Senior Artist?

For the purposes of determining who is eligible to access the Program, Equity will use the Bylaws' definition of Senior Artists – members who are performers, stage managers, directors, choreographers, fight directors and intimacy directors at the age of 65; opera singers at the age of 55; and ballet dancers at the age of 45.

Who qualifies as a Disabled Artist?

For the purposes of determining who is eligible to access the Program, Equity will use the Canadian Theatre Agreement's definition of D/deaf and/or Disabled. D/deaf includes but is not limited to individuals who are culturally Deaf or deaf, hard of hearing, or experiencing hearing loss. Disabled includes but is not limited to individuals who are blind, partially sighted, or deafblind, and/or individuals with chronic illnesses, learning disabilities, mental health conditions, neurodiversity, developmental conditions, physical disabilities including amputee, limb, facial difference or dwarfism, and sensory impairments or challenges. Disabilities or impairments may be long-term, temporary or fluctuating, can be multiple, and may or may not be apparent or have diagnosis.

D/deaf and/or Disabled Artists may experience discrimination and disadvantage as a direct result of an impairment, and/or due to social, policy, or environmental barriers.

Definitions intended to represent groups and/or communities of individuals referenced in this document are not exhaustive and may change as terminology and the world evolve.

What are the three sections of the Program?

Section 1 – Working without an Equity Contract is available only for projects that would have otherwise required a contract under the DOT, INDIE or Amateur Policies. [Download the waiver here.](#)

Section 2 – Prorated Contract is available under as the CTA and ITA. It allows an Artist to work a reduced number of rehearsal hours in a week for a proportionately prorated fee on the project. For example, an Artist can request to work 3.5 hour rehearsal days (instead of the standard 7 hours) and would subsequently be paid at a proportionate fee. [Download the contract here.](#)

Section 3 – Contract Sharing is available under the CTA and ITA as well as the DOT and INDIE engagement policies. It allows two Artists to share the rehearsal work, similarly, sharing the applicable fees. However, while performances may be shared, the applicable fees are not shared for performance weeks. [Download the contract here.](#)

In Section 1, why does a member need insurance if they are not on contract?

While the other standard working conditions found in Equity's engagement policies do not apply when signing the Program's waiver to Work without an Equity Contract, Equity wants to be sure you

are protected while working by having appropriate insurance in place. What's more, the Engager must follow all provincial health and safety regulations, anti-harassment provisions, and Equity's Not in OUR Space! program.

In Section 1, can an Engager who has engaged Equity members in the past engage a member on a Program waiver?

It depends. An Engager who has previously engaged members in a certain discipline on paying contracts cannot now engage Senior or Disabled Artists without pay in that same discipline. But they may engage Artists on a waiver in a different discipline. This restriction will protect current paying jobs and prevent them from becoming non-paid work.

In Section 1, what if the Engager or the situation don't meet the requirements to use the Senior or Disabled Artist Program?

Contact an Equity Business Rep (busrep@caea.com) to see what other options you may have.

In Section 2, what's the minimum percentage of work hours that a member can do under the Prorated Contract?

A Prorated Contract cannot be less than 60% of the allowable hours per week.

In Section 3, does Contract Sharing mean a 50/50 split in work hours?

Under Contract Sharing, work hours must be split evenly, but the total combined hours could add up to more than 100% of a single contract. For example, two Artists and an Engager might decide that each Artist will work 60% of a standard rehearsal day and receive 60% of their applicable fees because it facilitates a better rehearsal process. Combined, the two Artists would therefore receive 120% of a standard contract.

How does a Senior or Disabled Artist request access to the Program?

The Artist (or Engager on their behalf for Sections 2 or 3) should speak to the Equity Business Rep no later than 30 days prior to the first day of rehearsal and prior to signing an engagement contract.

Can an Engager ask a member to opt into the Program?

No. In all instances, it is entirely at the discretion of the Artist (or Artists) to request access to the Program, and it cannot be initiated by an Engager.

Once I've worked under the Senior or Disabled Artist Program, can I still get a standard Equity contract on another production in the future?

Yes! Working under this Program does not affect an Artist's eligibility to work under any of Equity's standard contracts in the future.

If you have any questions about an engagement you are offered and where it might fit under this program, please contact Equity at busrep@caea.com.



National Office

44 Victoria Street, 12th Floor
Toronto, ON M5C 3C4

Tel: 416-867-9165 | TF: 1-800-387-1856

info@caea.com

Western Office

Tel: 604-809-1046 | woffice@caea.com