

**Strategic Alliance Agreement  
Between  
Screen Actors Guild-American Federation of Television and Radio Artists (SAG-AFTRA)  
and  
The Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)**

**1. Preamble**

This document sets out the terms under which SAG-AFTRA and ACTRA (“the Unions”) have agreed to a Strategic Alliance Agreement in order to build solidarity and a closer unity of purpose between the Unions.

**2. Background**

**a) A Long-standing Partnership:**

SAG-AFTRA and ACTRA are strong, progressive unions with a focus on collective bargaining, servicing members, organizing and public policy. ACTRA and SAG-AFTRA (and their predecessor associations) have worked together in numerous ways and at various levels for almost 70 years.

**b) ACTRA:**

ACTRA is an independent Canadian union which has been working to improve the working conditions of cultural workers in the film, television and radio industries for close to 70 years. It has built significant strength in that time - 22,000 members; strong leadership; experienced and capable staff in 9 offices across the country; world-class collective agreements; a strong financial base; a well-structured collective management organization known as ACTRA Performers Rights Society/Recording Artists Collecting Society (ACTRA PRS/RACS); a well-resourced credit union (CASCU); and highly-effective and well-regarded insurance and retirement provider (AFBS). Along with safeguarding and promoting the professional rights of its members, ACTRA is known for its progressive stances on many public issues.

**c) SAG-AFTRA:**

Screen Actors Guild-American Federation of Television and Radio Artists (“SAG-AFTRA”) is the United States’ largest labor union representing working media artists. SAG-AFTRA – formed through the historic merger of Screen Actors Guild (“SAG”) and the American Federation of Television and Radio Artists (“AFTRA”) in 2012 – represents more than 165,000 actors, announcers, broadcasters, journalists, dancers, DJs, news writers, news editors, program hosts, puppeteers, recording artists, singers, stunt performers, voiceover artists and other media professionals. SAG-AFTRA collectively bargains the wages, hours, and working conditions of its members and exists to secure strong protections for media artists, working in conjunction with its 25 locals across the USA and its affiliated organizations and benefit funds.

**d) A Strong and Growing Alliance:**

SAG-AFTRA and ACTRA have shared a deep and long-term positive relationship on many levels, including a long-term and well-respected reciprocal understanding related to jurisdiction and membership. Many performers are members of both unions. In the past and increasingly today, productions are recorded for national and international distribution, which involves the Unions working together to enforce agreements with Producers/Engagers that respect the jurisdictions of both unions, and properly compensate performers engaged for recorded productions that are

then distributed on multiple platforms around the world. The Unions have cooperated on public policy and other issues; and work together internationally through the International Federation of Actors (FIA).

This Strategic Alliance Agreement will provide the Unions with an opportunity to enhance support for each other and to more closely work together on issues of common interest.

This relationship, while preserving the autonomy and independence of both unions, provides the Unions with a real-world forum to exchange ideas, define areas of mutual interest, and develop cooperative strategies, as well as a mechanism for the sharing of resources in the pursuit of common aims.

**e) Continuation of Existing Reciprocal Agreement:**

The provisions of the existing *Reciprocal Agreement* (dated August 1, 1985) between ACTRA, SAG, and AFTRA are carried forward into this Strategic Alliance Agreement, except as otherwise agreed.

**3. Terms of the Strategic Alliance**

**a) Basic Terms:**

The Unions have agreed to form a strategic alliance, the basic terms of which are:

- i) ACTRA and SAG-AFTRA affirm that it is in each union's mutual interest to coordinate many of their activities and share with each other the knowledge, techniques and experiences each has gained in areas in which they excel; and,
- ii) The Unions commit through this alliance to conduct joint activities in support of their members and their struggles, to defend and enhance their respective jurisdictions, and to raise a collective voice on issues facing their members.

**b) Membership Reciprocity:**

Consistent with the terms of the 1985 *Reciprocal Agreement*, upon payment of the full initiation fee, dues and other applicable fees, an ACTRA member in good standing will continue to be eligible for membership in SAG-AFTRA.

Consistent with the terms of the 1985 *Reciprocal Agreement*, upon payment of the full initiation fee, dues and other applicable fees, a SAG-AFTRA member in good standing who is a Canadian citizen or landed immigrant shall be eligible for full membership in ACTRA.

For SAG-AFTRA members in good standing who are not Canadian citizens or permanent residents, and who obtain an engagement in ACTRA's jurisdiction, ACTRA will offer such SAG-AFTRA members temporary membership in ACTRA at no cost to the SAG-AFTRA member.

**c) J-Visas:**

The Unions will explore the creation of a joint J-Visa program for recording artists, in which program an agreed number of recording artists would be granted non-immigrant work visas on an exchange basis (similar to the AFM Canada/US; and AEA/Equity UK programs).

**d) Use Fees Processing:**

SAG-AFTRA will continue with its existing policy of treating ACTRA members the same as SAG-AFTRA members for the purposes of residual and royalties (Use fees) processing.

ACTRA Performers Rights Society (ACTRA PRS) collects and distributes Use fees under ACTRA Agreements. ACTRA PRS charges an administration fee to all performers for collection and distribution of Use fees under ACTRA Agreements. An administrative arrangement between ACTRA and SAG-AFTRA (attached as Schedule A) governs the payment of administration fees by SAG-AFTRA members to ACTRA PRS.

ACTRA will explore in good faith enforcement of SAG-AFTRA's union security/union good standing obligations with respect to payments handled through its processes.

**e) Work Outside of the Primary Geographic Jurisdiction of Either Union:**

Acknowledging that SAG-AFTRA and ACTRA each presently have (and have had for many years) rules in place requiring members working abroad to work pursuant to approved contractual provisions (i.e. "Global Rule 1"), the Unions re-commit to work together to:

- (i) Maintain the consistency of their respective membership rules on this topic;
- (ii) Maintain the ACTRA & SAG-AFTRA Memorandum of Agreement that provides for ACTRA and SAG-AFTRA members to be equally entitled to the contractual protections of the union contract regardless of which union secures the employer's adherence to the collective bargaining agreement; and,
- (iii) Ensures that the economic terms under which such agreements are entered into are consistent.

**f) Financial Assurances:**

SAG-AFTRA and ACTRA agree to expand their cooperation in respect of securing financial assurances in the following manner:

- (i) Establish a pooling agreement similar to other agreements involving SAG-AFTRA for purposes of ensuring non-competition with respect to multiple security interests;
- (ii) Collaborate for purposes of security interest registration in respective jurisdictions;
- (iii) Explore filing copyright registrations in both jurisdictions as part of the financial assurance process;
- (iv) Exchange information on ongoing security interest programs, subject to non-disclosure agreements;
- (v) Establish ongoing joint representation with outside counsel for financial assurances, with split bills;
- (vi) Explore the feasibility of securing agreement from other affiliated organizations to allow ACTRA participation in joint financial assurances programs.

**g) Database Access:**

The Unions agree to arrange for limited mutual access to their respective membership databases in order to determine membership status; and enforce union security requirements.

**h) Organizational support:**

The Unions agree to coordinate closely together on organizing initiatives, seeking to protect and enhance each other's jurisdictions.

To that end, ACTRA and SAG-AFTRA will collaborate to enhance the Unions efforts to organize non-union productions shooting in Canada and the United States.

**i) Mutual support in public policy nationally and internationally:**

The Unions will coordinate closely together on public policy issues, including working together to strengthen copyright and performers' rights nationally and internationally. The Unions may also collaborate on other public policy issues of mutual interest, including cultural policy and government support for the arts.

**j) Collective bargaining support:**

The Unions will mutually support each other in collective bargaining struggles. Examples of such support, at each union's option, may include:

- i) Work site support by members, public expressions of support through coordinated media campaigns, and sharing of negotiating expertise, experience and personnel.
- ii) Jointly supporting efforts to secure and re-negotiate collective bargaining agreements with Producers/Engagers.
- iii) Coordinating their efforts in developing bargaining research; analyzing information received through information requests to Producers/Engagers; financial analysis; legal advice and other services.
- iv) Cooperation in negotiating special agreements for cross-jurisdictional production.

**k) Education, Training and Staff Development:**

The Unions may cooperate in membership, and staff development and training. The Unions will explore the possibility of expanded staff exchange between the Unions, including temporary exchange or secondment programs.

**l) General Cooperation:**

The Unions make a general commitment to cooperate and coordinate where it is in their mutual interest to do so, including areas of administration and information services.

**m) Joint Oversight Group:**

SAG-AFTRA and ACTRA will establish a joint oversight group consisting of the Presidents and National Executive Directors. This group will meet regularly (and operate by consensus) to monitor and facilitate implementation of this Strategic Alliance Agreement. The Unions will fully retain their autonomy and independence, leaving undisturbed their Constitutions and Bylaws, their assets, memberships and collective agreements. Each union will remain responsible for communicating with their own members.

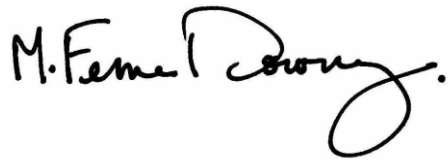
**4. Term and Renewal**

This Agreement will continue until such time as either party gives sixty (60) days notice of termination of the agreement. If either party gives notice of termination, or upon the mutual agreement of the Unions, the Unions will meet to consider any appropriate changes to the terms of this Agreement.

Dated this first day of March, 2016

Signed by:

ACTRA:



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Ferne Downey, National President

SAG-AFTRA:



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Ken Howard, National President



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Stephen Waddell, National Executive Director



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David White, National Executive Director

## Schedule A

### **Administrative Arrangement respecting Fees paid by SAG-AFTRA members for ACTRA PRS collection/distribution of Use Fee Payments**

ACTRA Performers Rights Society (ACTRA PRS) collects and distributes Use fees under ACTRA Agreements. ACTRA PRS charges an administration fee to all performers for collection and distribution of Use fees under ACTRA Agreements.

SAG-AFTRA members in good standing (who are not ACTRA Full Members) may pay an ACTRA PRS administration fee on the following basis:

SAG-AFTRA members in good standing will pay ACTRA PRS administration fees on the basis of 25% of monies collected to an annual cap equivalent to ACTRA's basic dues (currently C\$195.00). Once the annual cap is reached, the ACTRA PRS administration fee will be reduced to 7.25% on Use fees collected and distributed to such SAG-AFTRA member during that year period.

SAG-AFTRA members who are not in good standing will be charged a 25% administration fee (i.e., the same administration fee charged to all non-members).