# RECIPROCAL AGREEMENT BETWEEN CANADIAN ACTORS' EQUITY ASSOCIATION, AND THE ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS

#### **Preamble**

In recognition of the longstanding collaborative relationship between Canadian Actors' Equity Association (hereinafter referred to as "CAEA") and the Alliance of Canadian Cinema, Television and Radio Artists (hereinafter referred to as "ACTRA"), CAEA and ACTRA jointly commit to the following:

## **Recognition of Jurisdiction**

- 1. (a) CAEA recognizes the exclusive jurisdiction of ACTRA to represent professional artists engaged in the recorded media in Canada as defined by ACTRA's Collective Agreements, and provincial and federal certifications.
  - (b) ACTRA recognizes the exclusive jurisdiction of CAEA to represent professional artists engaged in all forms of live theatrical production as defined by CAEA's Collective Agreements, and provincial and federal certifications.
  - (c) This article respecting *Recognition of Jurisdiction* between CAEA and ACTRA shall not be interpreted as to infringe on or diminish adjacent jurisdictions belonging to the Union des Artistes or the Canadian Federation of Musicians.

#### **Professional Status**

2. Both Associations agree to recognize the members of each Association as professional artists, and not to consider them as non-professional or amateur.

## **Appropriate Engagement**

3. Both Associations agree to actively promote the expectation that their respective members engaged or employed in productions under the jurisdiction of the other should be covered by an appropriate form of contract, either as Permittees or Full Members. The appropriate form of contract will be determined by the Association under whose jurisdiction the production falls.

# **Reciprocal Membership Courtesy**

4. A member in good standing of CAEA joining ACTRA, or a member in good standing of ACTRA joining CAEA, will be given a \$475 reduction in the initiation fee of the Association being joined.

# **Transfer From One Medium to Another**

5. (a) Notwithstanding Article 1 herein, when a specific stage production produced under CAEA agreements and contracts has been given CAEA's permission to be transferred to recorded media, both Associations agree that should CAEA contractual rates for such transference or

recording of said specific production be greater than the ACTRA minimums, CAEA contractual rates will apply; otherwise, ACTRA rates will apply.

- (b) The rates in Article 5(a) will not apply:
  - (i) when a stage production is being recorded for the private record of the producing company subject to the controls and restrictions imposed by CAEA;
  - (ii) when small segments of a show are being recorded or broadcast for purposes of promoting locally the show, the cast, or production company being so filmed or taped, subject to the controls and restrictions imposed by CAEA.
- (c) When a recording is made to be exclusively used as an integral part of a stage production, the recording will be governed by the CAEA regulations under the appropriate CAEA Agreement.
- (d) When a recording which was originally made under an ACTRA Agreement is used as a portion of a stage presentation, the rates for the use of said recording will be governed by ACTRA regulations under the appropriate ACTRA Agreement.

## **Development of Work Opportunity**

6. Both Associations agree to assist one another in all efforts to develop and create new professional work opportunities for their members in their respective fields of jurisdiction.

## **Public Policy Activities**

 Both Associations will coordinate closely together on public policy issues, as expressed in the Strategic Alliance Agreement concluded July 16, 2012 and as thereafter renewed, and appended hereto.

#### **Disputes**

8. Both Associations agree to bring any disputes that might arise before a Joint Committee of the two Associations, such Committee to be composed of four (4) members from each Association. The Committee shall examine the application of this Reciprocal Agreement and recommend such changes or resolutions as necessary. If no settlement can be reached through discussion in this Committee, both Associations agree to take the dispute to arbitration by an arbitrator agreed upon by both Associations, and both Associations agree to abide by the arbitrator's decision.

# **Application of this Agreement**

9. The terms of this Agreement shall apply to all members in good standing of each Association.

#### **Amendment**

10. The terms of this Agreement may be amended from time to time by consent of the Councils of both Associations. Approved amendments will take immediate effect, and will be communicated to the membership of both Associations in a timely manner.

#### **Termination**

11. This Agreement shall remain in force for one (1) year from the date of ratification. It shall be extended automatically from year to year thereafter unless one of the parties gives notice of termination in writing not less than ninety (90) days prior to expiration.

In witness whereof, this Reciprocal Agreement was executed on December 8

Signed on behalf of CAEA

Signed on behalf of ACTRA