

Formal Recognition of

**RECIPROCAL AGREEMENT BETWEEN
CANADIAN ACTORS' EQUITY ASSOCIATION AND
THE ASSOCIATION OF CANADIAN TELEVISION AND RADIO ARTISTS**

Whereas ACTRA Performers Guild is the legal successor to the Association of Canadian Television and Radio Artists;

Whereas Canadian Actors' Equity Association is the legal successor to Actors' Equity Association in Canada;

Be it resolved that ACTRA Performers Guild and Canadian Actors' Equity Association agree to continue to be bound by all terms of the reciprocal agreement between the Association of Canadian Television and Radio Artists and Actors' Equity Association dated December 8, 1971.

Dated this 24th day of May, 1996.

ACTRA PERFORMERS' GUILD
ASSOCIATION

CANADIAN ACTORS' EQUITY

Brian Gromoff, National President

Terry Tweed, President

Stephen Waddell, Executive Director

Susan Wallace, Executive Director

RECIPROCAL AGREEMENT BETWEEN
CANADIAN ACTORS' EQUITY ASSOCIATION AND
THE ASSOCIATION OF CANADIAN TELEVISION AND RADIO ARTISTS

effective December 8, 1971



RECIPROCAL AGREEMENT BETWEEN CANADIAN ACTORS' EQUITY ASSOCIATION
AND THE ASSOCIATION OF CANADIAN TELEVISION AND RADIO ARTISTS
EFFECTIVE DECEMBER 8, 1971

PREAMBLE

Whereas there has been in practice for many years an unwritten agreement between Canadian Actors' Equity Association (hereinafter referred to as "CAEA") and Association of Canadian Television and Radio Artists (hereinafter referred to as "ACTRA") and ACTRA's predecessor, the Canadian Council of Authors and Artists; and whereas both CAEA and ACTRA are associations of professional artists dedicated to the improvement of working conditions and to increased work opportunity for its member artists; and whereas CAEA and ACTRA are affiliated with the Canadian Labour Congress and the International Federation of Actors and are pledged through both the CLC and FIA to a policy of mutual co-operation and assistance; and whereas changing conditions affecting the membership of both associations have given cause for examination of the understanding between the two associations; be it resolved that CAEA and ACTRA agree to the following terms:

1. RECOGNITION OF JURISDICTION

- (a) CAEA recognizes the exclusive jurisdiction of ACTRA in radio and television broadcasting, phonograph recording, motion picture productions, and similar forms of entertainment, communication and/or transmission, and recognizes the right of ACTRA to organize in the above areas of activity, subject to Clause 4 herein.
- (b) ACTRA recognizes the exclusive jurisdiction of CAEA, except as applied to playwrights, in all forms of live theatrical production, including plays, musicals, operas, ballet, dinner theatres, puppet shows, revues, night clubs (where American Guild of Variety Artists' jurisdiction does not apply); and also concert, recital, dance, oratorio and all related forms of entertainment; and recognizes the right of CAEA to negotiate and organize in the above areas of activity.

2. PROFESSIONAL STATUS AND DEVELOPMENT OF WORK OPPORTUNITY

- (a) Both associations agree to recognize the members of each association as "professional" artists, and not to consider them as non-professional or amateur. Both associations agree to assist one another in all efforts to develop and create new and professional work opportunities for their members in their respective fields of jurisdiction and to cause their members to refrain from any unfair practices

detrimental to the improvement of working conditions and the fulfilling of jurisdictional responsibilities and controls.

- (b) Accordingly, when a member of CAEA who is not a member of ACTRA obtains employment within ACTRA's jurisdiction as outlined in Clause 1(a) above, CAEA recognizes the right of ACTRA to oblige the aforesaid CAEA member to join ACTRA and ACTRA agrees to permit said member of CAEA to join ACTRA under the conditions outlined in Clause 3 below.
- (c) Similarly, when a member of ACTRA who is not a member of CAEA obtains employment within CAEA's jurisdiction as outlined in Clause 1(b) above, ACTRA recognizes the right of CAEA to oblige the aforesaid ACTRA member to join CAEA, and CAEA agrees to permit the said ACTRA member to join CAEA under the conditions outlines in Clause 3 below.
- (d) CAEA agrees to notify its members and each new member that they shall not accept employment within the jurisdiction of ACTRA as outlined in Clause 1(a) herein without joining ACTRA under the terms of Clause 3 herein. If a member of CAEA does accept employment in ACTRA jurisdiction in contravention of the terms of this agreement, CAEA will deem that member to be behaving in a manner prejudicial to the welfare and interests of CAEA and will discipline said member under the Constitution and By-Laws of CAEA.
- (e) ACTRA agrees to notify its members and each new member that they shall not accept employment within the jurisdiction of CAEA as outlined in Clause 1(b) herein without joining CAEA under the terms of Clause 3 herein. If a member of ACTRA does accept employment in CAEA jurisdiction in contravention of the terms of this agreement, ACTRA will deem that member to be behaving in a manner prejudicial to the welfare and interests of ACTRA and will discipline said member under the Constitution and By-Laws of ACTRA.

3. RECIPROCAL MEMBERSHIP COURTESY

A paid-up member of CAEA joining ACTRA or a paid-up member of ACTRA joining CAEA will be given an "initiation credit" which is based on the actual amount the member paid when joining the parent association. This credit may not exceed 50% of the initiation fee of the association being joined. Any ACTRA member who joined ACTRA prior to January 1, 1966 will only receive a credit of \$50.00 when joining CAEA.

4. TRANSFER FROM ONE MEDIUM TO ANOTHER

- (a) Notwithstanding Clause 1 herein, when a specific stage production produced under CAEA agreements and contracts has been given CAEA's permission to be transferred to TV, film, phonograph, audio or video tape or other form of mechanical or

electronic recording, CAEA and ACTRA agree that should CAEA contractual rates for such transference or recording of said specific production be greater than the ACTRA minimum, CAEA contractual rates will apply; otherwise, ACTRA rates will apply.

(b) The rates in Clause 4(a) will not apply:

(1) when a stage production is being taped or filmed for the private record of the producing company subject to the controls and restrictions imposed by CAEA;

(2) when small segments (no longer than two minutes in duration) of a show are being filmed or videotaped or 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, videotape or film is made to be used as an integral part of a stage production, the recording, videotaping, or filming will be governed by the CAEA regulations under the appropriate contract.

(d) When a recording, videotape, or film which was originally made under agreement with ACTRA for broadcasting, or televising, or showing in a motion picture theatre is used as a portion of a stage presentation, the rates for the use of said recording, videotape or film will be governed by ACTRA regulations.

5. LEGISLATIVE ACTIVITY

The associations will do their utmost jointly and through the Canadian Labour Congress and/or the Canadian Conference of the Arts to improve the position of the artist with regard to income tax, Canada Pension Plan, hospital and medical insurance, unemployment insurance, and all other fiscal and legislative matters bearing on the good and welfare of the members.

6. JOINT STANDING COMMITTEE

Each association shall appoint four (4) members (with alternates) to a Joint Standing Committee. The Joint Standing Committee shall meet not less than twice each year. The Committee shall examine as necessary the application of this reciprocal agreement and shall also examine means of implementing co-operative and co-ordinate activities in administration, talent library, retirement plans and other areas in the interests of the members of both associations.

7. BENEVOLENCE

The associations are pledged to assist to the limit of their ability the Actors' Fund of Canada.

8. DISPUTES

Both associations agree to bring any disputes that might arise before the Joint Standing Committee of the two associations. If no settlement can be arrived at from discussion in this Committee, both associations agree to take the dispute to arbitration by an arbitrator appointed by the Canadian Labour Congress and agreed upon by both associations, and both associations agree to abide by the arbitrator's decision.

9. LIMITATIONS TO THIS AGREEMENT

The terms of this agreement apply to members of each association who are residents of Canada.

10. TERMINATION

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.

11. SUPPLEMENT (ADOPTED APRIL 1981)

Except in the specific circumstances referred to in Article 4 of the Reciprocal Agreement where the jurisdiction is exercised by CAEA, it is agreed that ACTRA shall exercise jurisdiction in the recording of live performance when recorded by any means whatsoever. It is further agreed that:

- (a)** The members of the cast of a theatrical or concert production under the jurisdiction of CAEA shall be consulted and shall give their consent to the recording of such performance prior to the commencement of recording of the performance by any means whatsoever.
- (b)** Where a producer seeks to engage a non-Canadian performer in the cast of a recorded production based upon a live theatrical or concert production, it is agreed that:
 - (i)** the engagement of such non-Canadian performer shall be governed by joint CAEA and ACTRA rules or policy, or falling such joint rules or policy, by:
 - (ii)** the relevant Agreement negotiated by ACTRA.
- (c)** Both Associations agree to work in co-operation to seek a common and accepted industry practice regarding the recording of live theatrical and concert performances, and both parties agree to initiate efforts to bring together organizations representing all organizations affected by such recorded production for this purpose.
- (d)** Both parties, together with the Playwrights Union of Canada, agree that in each instance of the recording of a theatrical or concert production, the writer holding

copyright on the production shall be contracted and paid in accordance with the provisions of the relevant Writers Guild of Canada agreement.

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