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**Reciprocal Agreements with  
Canadian Actors' Equity  
Association**

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**CANADIAN  
ACTORS'  
EQUITY  
ASSOCIATION**

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**AGREEMENT BETWEEN CANADIAN ACTORS' EQUITY ASSOCIATION AND UNION DES ARTISTES  
ON THE DEFINITION OF THEIR RESPECTIVE JURISDICTIONS.**

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**PREAMBLE**

1. The purpose of this Agreement is to define the respective jurisdiction of the parties and to set forth the terms of their policy of closer liaison, co operation and mutual assistance in the fulfillment of their obligations to protect and promote the social, economic and professional interests of their respective memberships.

In addition, both parties agree to seek to effect common action to strengthen all aspects of Canadian cultural activity, and in representations to various government departments and in international affairs through the International Federation of Actors.

**JURISDICTION OF THE PARTIES**

2. CAEA shall exercise complete and absolute jurisdiction over the presentation or interpretation of, notably and without any restrictions, each and all drama, musical comedy, operetta, light opera, industrial shows and revues, opera, concert, ballet and choral works performed in Canada outside the province of Québec.  
  
UDA shall exercise complete and absolute jurisdiction over the presentation or interpretation of, notably and without any restrictions, each and all drama, musical comedy, operetta, light opera, industrial shows and reviews, opera, concert, ballet and choral works performed in the province of Québec (This Article is qualified by Articles 3, 4, and 5 below.)
3. Notwithstanding Article 2, CAEA shall retain its jurisdiction over ballet, opera and choral companies which are its according to the terms of Article 2, when such companies perform in the province of Québec.  
  
Notwithstanding Article 2, UDA shall retain its jurisdiction over ballet, opera and choral companies which are its according to the terms of Article 2, when such companies perform outside the province of Québec in Canada.
4. Notwithstanding Article 2: Any and all drama, musical comedy, operetta, light opera, industrial shows and revues performed in the English language shall fall under the jurisdiction of CAEA in Canada.  
  
Notwithstanding Article 2: Any and all drama, musical comedy, operetta, light opera, industrial shows and revues performed in the French language shall fall under the jurisdiction of UDA in Canada.
5. Any show originally produced in the English language by a Canadian company as described in Article 4 above, shall remain under the jurisdiction of CAEA if produced in another language and presented by the original cast even if the cast is changed to a certain degree.  
  
Any show originally produced in the French language by a company as described in Article 4 above, shall remain under the jurisdiction of UDA if produced in another language and presented by the original cast even if the cast is changed to a certain degree.
6. Shows originating outside of Canada shall be governed by the union having jurisdiction according to Articles 2 and 4.
7. The parties agree to exercise, according to the terms of this Agreement; a joint jurisdiction over the National Arts Centre, Ottawa.
8. Where Canadian citizens or residents perform as soloists in a recital or concert, all parties to this Agreement shall recognize the cards of any members of the other parties.
9. The jurisdiction of any bilingual show (i.e. a show in which both English and French is the language of performance) shall be determined by the dominant language in the show according to Article 4.

10. The jurisdiction over the performer shall be the same as the jurisdiction over the show in which he/she performs.

#### **MEMBERSHIP**

11. Each of the parties agree that they will recognize the membership card of a member in good standing of the other party as proper qualification for an engagement in its jurisdiction to the extent of a total of three (3) contracts in each calendar year, in the various fields of entertainment enumerated in Article 2 under the following conditions:
- (a) Both parties agree that the provisions of this Article may not apply to members who are not in good standing with either party.
  - (b) A member of CAEA on receiving a contract of engagement in the jurisdiction of UDA shall have his/her CAEA card automatically recognized by UDA (subject to the provisions of Article 11 (a) above). Such recognition will be for the duration of his/her engagement unconditionally granted without charge except for such dues as would be payable were he or she a member. Should the CAEA member not abide by the terms and conditions of the Agreement existing between UDA and his/her engager and such rules and regulations of UDA as may apply, UDA may request CAEA to institute disciplinary proceedings against the member and CAEA agrees to comply with such a request.
  - (c) A member of UDA on receiving a contract of engagement in the jurisdiction of CAEA shall have his/her UDA card automatically recognized by CAEA (subject to the provisions of Article 11 (a) above). Such recognition will be for the duration of his/her engagement unconditionally granted without charge except for such dues as would be payable were he or she a member. Should the UDA member not abide by the terms and conditions of the Agreement existing between CAEA and his/her engager and such rules and regulations of CAEA as may apply, CAEA may request UDA to institute disciplinary proceedings against the member and UDA agrees to comply with such a request.
  - (d) After having obtained three (3) contracts referred to above, the member shall be required to abide by the rules and conditions of admission to membership of the party in whose jurisdiction he/she takes a new engagement.
12. The parties will send all contributions of the engagers and deductions from the members for retirement fund benefits to the party of which the individual is a member.

#### **COOPERATION**

13. The parties undertake to advise each other of any major changes in their structure and/or organization.
14. The parties agree that they may mutually offer the services of their respective branches in a region where either one or the other party does not maintain an office. The financial arrangements for such services will be discussed as the need arises.
15. The parties are aware that any difference in policy in their collective Agreements can work to the advantage of the engagers and affect the welfare of their members. Consequently, it is agreed that close liaison and an exchange of information will be maintained.
16. The parties agree to take all possible steps to amend their Constitution and By Laws to give effect to the provisions of this Agreement;
17. A Joint Council shall be established by the parties to this Agreement composed of six (6) members, three (3) members appointed by CAEA and three (3) members appointed by UDA. The Joint Council shall meet as may be required to consider matters submitted for consideration of the Council by either party. Meetings of the Council may be called by the National President of either party, their Executive Directors or designates.

18. Both the French and English versions of this document are official, and only the English version may be cited against CAEA and, similarly, only the French version may be cited against UDA.

**TERM**

19. This Agreement replaces and revokes the Agreement which came into effect on April 1st, 1976, and comes into effect at the date of signature of these presents by both parties. It shall be extended automatically from year to year thereafter. The Agreement may be terminated by either party on provision of written notice one year prior to the termination date, or a decision may be made to terminate the Agreement by mutual agreement of the parties.

**JURISDICTION AND INTERPRETATION**

20. This Agreement shall be governed and interpreted by the laws of the Province of Québec.

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**RECIPROCAL AGREEMENT BETWEEN ACTORS' EQUITY ASSOCIATION OF THE UNITED STATES  
AND CANADIAN ACTORS' EQUITY ASSOCIATION ADOPTED APRIL 1, 1976**

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Both Associations pledge themselves to fraternal co-operation in all matters of common interest and to the continual full and free interchange of their respective members across the international border. This principle of free interchange between the two memberships shall be considered to be an integral part of the agreement between the two Associations.

Each Association pledges itself to provide free access to employment opportunities by members of the other Association in its own country, and each Association pledges that it will assist the members of the other Association in obtaining the appropriate governmental permission to work in either one country or the other.

### **MEMBERSHIP**

1. Artists who were members of the original "international" Association before the dissolution will be entitled to membership in each "national" association upon payment of the current dues of each Association and any difference between one initiation and the other initiation fee at the time of originally joining the international Association.

Artists who have joined one national Association after dissolution would, upon working within the jurisdiction of the other national Association, be required to join said Association and pay the then current initiation fee and dues. The initiation fee payable shall be reduced by the amount of the initiation fee paid in the first instance to the other Association provided that the member is fully paid up in the other Association at the time; but the maximum reduction in any case shall not be more than 50 per cent of the full initiation fee of the Association which the Artist is joining.

### **TOURING**

2. It is mutually agreed that members of an entire company whose point of origin is in one jurisdiction shall be permitted to perform freely with said company in the other jurisdiction without being required to join the other national Association. Such company must be an established theatrical entity of repute, to be attested to by the Association in the country of origin and mutually agreed upon by both Associations. Further, that the following conditions shall apply:
  - (a) No member shall have his compensation reduced by virtue of the fact that the company is touring within the jurisdiction of the other Association.
  - (b) Each member shall receive not less than the minimum compensation set forth in the appropriate agreement and rules of the jurisdiction in which the company is touring, whichever is the greater.

### **DEFAULTING MANAGERMENTS**

3. Each Association agrees to furnish the other Association on a continuing basis a current list of managements and/or engagers which it has declared to be "unfair". Each Association pledges that it will not permit its members to enter into a contractual relationship with any management and/or engager which the other Association has declared to be "unfair".

Each Association agrees to take whatever action may be necessary against managements within its jurisdiction to secure payment of sums owing to members of the other Association upon request from the other Association.

## **JOINT STANDING COMMITTEE**

4. Both Associations hereby agree to create a Joint Standing Committee of not less than four (4) members from each Association (with alternates), which shall meet not less than twice yearly to resolve all matters of interest to both memberships. As far as is practicable, the place of the meetings shall alternate between the United States and Canada.

Both Associations agree to bring any problems which might arise before the Joint Standing Committee of the two Associations. If no agreement can be reached from discussion in this committee, both Associations agree to take the dispute to an arbitration board. This board shall consist of one (1) appointee of each Association, both of whom shall then mutually agree upon the appointment of a third member of the board who is not a member of either Association and who shall act as Chairman. Both Associations agree to be bound by the decisions of the arbitration board.

## **LIMITATIONS**

5. The terms of this agreement shall apply to members of each Association who are residents of the United States and/or Canada.

The term "Resident" shall mean a Landed Immigrant or Citizen in Canada, and a Resident Alien or Citizen in the United States.

The foregoing shall be an integral part of the dissolution agreement of Actors' Equity Association (U.S.A.) and Actors' Equity Association (Canada). The Constitution or By-laws of each of the two unions shall acknowledge the existence of this agreement which shall have equal force with all other constitutional provisions contained in either document.

The terms and conditions of the above agreement may not be waived or modified unilaterally. Any change or modification contemplated shall be submitted to the Joint Standing Committee for recommendation to both Councils and Memberships.

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**RECIPROCAL AGREEMENT ON RETIREMENT FUNDS BETWEEN ACTORS' EQUITY ASSOCIATION  
OF THE UNITED STATES OF AMERICA AND CANADIAN ACTORS' EQUITY ASSOCIATION**

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Both Associations pledge themselves to fraternal cooperation in providing access to retirement funds to members of both Associations.

Each Association shall permit any member of one national Association to designate the retirement fund in his or her country of residence as his or her primary fund and shall permit retirement contributions earned in either jurisdiction to be directed to that fund. It shall be up to the member to determine whether or not to designate a primary fund. In the event that a member does not designate a primary fund, the member shall participate in the retirement program offered in the country in which he or she is working.

Specifically, Actors' Equity Association (U.S.A.) shall permit any member of Canadian Actors' Equity Association who is a resident of Canada to designate his or her Registered Retirement Savings Plan as his or her primary fund. For such members, Actors' Equity Association (U.S.A.) will deposit Equity League Pension contributions made in respect of his or her contract along with the 401(K) contributions into the member's 401(k). The member will be permitted to withdraw the 401(k) funds for transfer to his or her Registered Retirement Savings Plan. Actors' Equity Association (U.S.A.) will advise the member that the withdrawn funds will be subject to applicable taxes and penalties.

And, Canadian Actors' Equity Association shall permit any member of Actors' Equity Association (U.S.A.) who is a resident of The United States of America to designate his or her Equity League Pension as his or her primary fund. Canadian Actors' Equity Association will forward Registered Retirement Savings Plan contributions earned on Canadian contracts to the Equity League Pension. Canadian Actors' Equity Association will advise the member that the contributions will be considered taxable income.

*Dated the 17<sup>th</sup> day of October 2001.*

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**AMENDMENTS TO DEFINITION OF THE TERM "COMPENSATION" AS FOUND IN THE RECIPROCAL AGREEMENT BETWEEN ACTORS' EQUITY ASSOCIATION & CANADIAN ACTORS' EQUITY ASSOCIATION**

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**The Reciprocal Agreement between AEA and CAEA provides in pertinent part that:**

1. (a) No member (i.e., Actor) shall have his compensation reduced by virtue of the fact that the company (i.e., production) is touring within the jurisdiction of the other Association;
- (b) Each member shall receive not less than the minimum compensation set forth in the appropriate agreement and rules of the jurisdiction in which the company is touring, whichever is greater.

Further to the agreement on the definition of Compensation dated April 14, 1998, for the purposes of this Reciprocal Agreement, which shall be applicable for Production/Disney tours and the like, the term "Compensation" shall include the following 13 items which will be construed in accordance with the principles and guidelines identified further below:

1. Minimum Weekly Compensation
2. Per Diem
3. Term Contract Premiums
4. Health Insurance (Note: The Producer's obligation is only to provide coverage which is equivalent to the AEA plan, including, but not limited to, COBRA protection, no pre-existing condition exclusion and one-year post employment coverage; and said coverage must be available to the Actor commencing with the Actors' first day in the U.S.)
5. Pension/401(K) (Note: When AEA's 6% pension + 3% 401(K) is required, no member contribution is due.)
6. Understudy 1/8th Payments (Note: This is applicable for all Actors and there is no cap on the number of 1/8<sup>ths</sup> paid)
7. Sick Pay (Note: When the Actors utilizes sick pay, pay-out is based on salary at the time of use. When the Actor's employment concludes, the accumulated payment is based on the salary that the Actor earned at the time of accrual.)
8. Lay-Off/Hiatus Payments
9. Permitted Absence (Leaves - unpaid and otherwise, including bereavement)
10. Meal Break
11. Photographs (commercial use)
12. Tapings (Note: When payments/formulas are identified or established by past practice, whichever is greater shall govern)
13. Overtime (including invasion of day off and rest periods)

In addition, the term "compensation" shall be construed in accordance with the following principles and guidelines:

1. When a production is on a CAEA contract in the U.S. the following will apply:
  - A) Where the CAEA contract provides for a rate of payment and the AEA contract has no provision, then the Canadian rate applies.
  - B) Where the CAEA contract does not provide for a rate of payment for a service, but the AEA agreement does, no payment for that service is required.

- C)** If the differential between the CAEA and AEA premiums/increments is less than 10%, e.g., \$10.00 Canadian versus \$9.50 U.S., then, adjusting for the value of the currency, the higher amount would be paid - in this instance, the \$9.50 U.S. If the differential is more than 10%, e.g., \$12.00 Canadian versus \$10.00 U.S., then the higher rate in the applicable currency, i.e., \$12.00 Canadian, would be paid.
  - D)** All other provisions of the CAEA contract shall apply.
- 2.** When a production is on an AEA contract in Canada, the higher of the applicable premiums/increments will not be required since the Actors are paid not less than U.S. salary and per diem.

NOTE: Please be advised that the Producer is also bound to make all other required statutory remittances under state and/or federal law while in the U.S., e.g., unemployment premiums, workers compensation and FICA.

*Dated October 17, 2001*

### **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:

### **Recognition of Jurisdiction**

1. (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.

### **Professional Status and Development of Work Opportunity**

2. (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.

### **Reciprocal Membership Courtesy**

- 3. 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.

### **Transfer From One Medium to Another**

- 4. (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.

### **Legislative Activity**

- 5. 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.

### **Joint Standing Committee**

- 6. 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.

## **BENEVOLENCE**

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

### **Disputes**

8. 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.

### **Limitations to this Agreement**

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

### **Termination**

10. 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.

### **Supplement (adopted April 1981)**

11. 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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FORMAL RECOGNITION OF RECIPROCAL AGREEMENT BETWEEN ACTRA PERFORMERS GUILD  
AND CANADIAN ACTORS' EQUITY ASSOCIATION

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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.*

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1996 UNDERSTANDING BETWEEN CANADIAN ACTORS' EQUITY ASSOCIATION AND AMERICAN  
FEDERATION OF MUSICIANS

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Equity and the AFM have entered into an understanding on the issue of respective jurisdictions:

1. Actors who are also required to play musical instruments as a secondary part of the role they are playing will fall under Equity jurisdiction.
2. Pit and/or onstage musicians who are required to do choreography and/or deliver lines as a secondary part of their duties as musicians fall under AFM jurisdiction. Members of choirs, on-stage, off-stage or in the pit with no instrumental responsibilities will fall under Equity jurisdiction. Musicians accompanying such choirs fall under AFM jurisdiction.
3. Featured singers without instrumental responsibilities fall under Equity jurisdiction.
4. Singers who are an integral part of an established, self-contained musical group fall under AFM jurisdiction.
5. Self-accompanied singers/vocalists fall under AFM jurisdiction. In circumstances where an artist is required to perform more or less equally and simultaneously as both an actor and instrumental musician, jurisdiction will be determined and agreed to on a case by case basis with consideration given to what would be of most benefit to the artist. This could include the possibility of being represented by and/or simultaneously under the jurisdiction of both AFM and CAEA.

## Canadian Actors' Equity Association

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# Reciprocal Agreements with Canadian Actors' Equity Association

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