

ACTRA BY-LAWS

March 1, 2008

OBLIGATIONS OF A MEMBER OF ACTRA

Any reference contained in these By-Laws to ACTRA should be read as referring to both ACTRA and any of its constituent parts.

1. A member shall not work with a person or persons unqualified by ACTRA. (Qualification means membership in good standing, work permit, or waiver permit, or any other circumstance negotiated under the ACTRA Collective Agreements.)
2. A member shall not work with engagers who are not signatories to the relevant ACTRA Agreement.
3. A member shall not work until a completed contract has been signed.
4. A member shall not work for fees below the minimum fees prescribed in the ACTRA Agreement, Code or Schedule applicable to the engagement.
5. A member shall fill out and sign a "Member's Work Report" upon completion of an engagement in a television or radio commercial and have it delivered to the nearest Branch/Local Union office within forty-eight (48) hours.
6. A member shall at all times maintain a current photograph and resume, personal address, telephone number and GST/TVQ number, where applicable, at their Branch/Local Union office. A member must advise the Branch/Local Union office of any change within thirty (30) days.
7. ACTRA may utilize the photographic image provided to it by each member for the following purposes:
 - a) creation and maintenance of an on-line or other form of electronic database of the ACTRA membership,
 - b) inclusion of the photographic image on individual ACTRA membership cards, or other membership documents;
 - c) the promotion of ACTRA, its policies and activities;
 - d) any other legitimate use that advances the interests of ACTRA and its membership, provided that the ACTRA National Council approves the specific use in advance.
8. If a member gives specific written notice to ACTRA, in the form attached as Appendix C, to the effect that ACTRA is not granted the authority to utilize that performer's image in the specific manner set out in the form, ACTRA will not use that performer's image for the stated purpose(s)
9. A member shall carry a current Membership Card on all occasions, in order to verify membership. Membership cards will not be issued if the member has not provided the Branch/Local Union office with a current photograph.

Failure to abide by the above regulations may subject a member to discipline under the relevant provisions of the Constitution of ACTRA.

OBLIGATIONS OF THE ACTRA NATIONAL COUNCIL, ACTRA NATIONAL EXECUTIVE AND BRANCHES/LOCAL UNIONS

One of the requisites for the survival of the arts is the maintenance of professional discipline and responsibility by the artists.

ACTRA has established standards of ethics and discipline in its Constitution and By-Laws for the purpose of enforcing professional conduct and responsibility on the part of its members.

It is incumbent upon the ACTRA National Council, the ACTRA National Executive and Branches/Local Unions of ACTRA to effectively carry out the provisions of the Constitution and By-Laws affecting professional conduct and discipline; further, the National Council shall review the Constitution and By-Laws from time to time in order to ensure that our Constitution and By-Laws properly reflect the needs for the maintenance and further development of an adequate pool of professional talent in Canada.

Note: The ACTRA By-Laws are subject to any applicable law (federal or provincial legislation and the like).

If any provision of the ACTRA By-Laws is found to be unlawful, void, or for any reason unenforceable, by a court of competent jurisdiction, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of the By-Laws, which shall remain valid and enforceable according to their terms.

BY-LAW NO. 1 MEMBERSHIP - NAME - BRANCH - SUSPENSION - REINSTATEMENT - INACTIVE STATUS - RESIGNATION

Section I - Qualification for Membership

1. Pursuant to Article 303 a) ii) of the Constitution, ACTRA may apply membership criteria to assist designated persons who have been historically disadvantaged as a result of under-representation in roles on-screen or on-air in Canadian media. Assistance may include the reduction of required work permits from six (6) to three (3) for the following designated persons:
 - a) performers of colour;
 - b) performers who are physically challenged; and
 - c) performers who are a member of one of North America's indigenous peoples.

2. The purpose of offering a reduction of work permits for the above designated persons is:
 - a) to achieve equal opportunity; and
 - b) to provide producers with a pool of performers in order to increase the visible representation of the above designated persons in a variety of roles, so that the composition of Canadian society

may be portrayed realistically.

3. Persons seeking to qualify under Article 303 a) ii) of the ACTRA Constitution, and By-law No. 1, Section 1.1 shall so declare in writing.
4. Qualification for membership for persons designated in Section 1.1 will be reviewed every 2 years in order to determine whether this membership criteria continues to be necessary in light of the purposes set out in Section 1.2.

Cross Ref. Con. 303

Section II - Application for Membership

1. Application for Full Membership shall be made in writing in the applicant's province of permanent residence or nearest Branch on the form approved by the ACTRA National Executive and supplied by its representatives. Proof of residence (eg. Driver's licence, health card, notice of assessment from Revenue Canada, lease, mortgage) shall be requested by the Branch at the time of application.
2. This form shall contain:
 - a) an agreement by the applicant to comply with the Constitution, By-Laws, Rules, Regulations, Codes, Schedules and Agreements of ACTRA as they exist at the time of the application and as they may be thereafter amended.
 - b) the following clause pertaining to the appointment of ACTRA and the ACTRA Performers' Rights Society as the member's exclusive agent in respect of Use and other like Fees, such as any Rights of Remuneration under the *Copyright Act*, shall be included in the Application form:

I acknowledge and agree that **ACTRA** (which includes its collective society, the **ACTRA Performers' Rights Society**) is hereby appointed as my exclusive agent in all respects in connection with **all of my rights** of any nature, contractual or statutory, to receive residuals, royalties, Use Fees, and other like remuneration, arising by virtue of:

- i) any collective or other Agreement to which ACTRA is a party, such as (without limitation) the Independent Production Agreement, the Commercial Agreement, the ACTRA Audio Code,
 - ii) any provision of the *Copyright Act*, as amended or replaced from time to time, which provides for Copyright for Performers, Rights of Remuneration and/or other like Neighbouring Rights for artists or performers, such as (without limitation) performers' rights of remuneration in relation to sound recordings (Section 19) and the levy on blank audio recording media (Section 83).
3. Every current ACTRA member, as a condition of continued membership, shall be deemed to have executed the Application form as amended by the inclusion of the clause in para. 2.b) , or as otherwise amended from time to time. An ACTRA member may, at his or her option, apply for a specific exemption to the provisions of para. 2.b) ii), which application shall not be unreasonably denied by ACTRA.
4. Application for Apprentice Membership status shall be made in writing in the applicant's province of permanent residence or nearest Branch on the form approved by the ACTRA National Executive and supplied by its representatives. Proof of residence (eg. Driver's licence, health card, notice of assessment from Revenue Canada, lease, mortgage) shall be requested by the Branch at the time of application. This form shall contain an agreement by the applicant to comply with the

ACTRA By-Laws

Constitution, By-Laws, Rules, Regulations, Codes, Schedules and Agreements of ACTRA as they exist at the time of the application and as they may be thereafter amended, as would a Full Member, as well as the assignment clause provided for in para. 2.b).

Cross Ref. Con. 304

Section III - Conflict of Names

1. An applicant for membership with a name identical to that of an existing member shall adopt a change of professional name before being accepted.
2. The addition of a first and/or middle initial to an otherwise identical name shall not be considered a sufficient change.

Section IV - Branch Members

1. Branch members shall normally be those members residing or working in a city or area where ACTRA has established an office.
2. If a member does not live in a city or area where a Branch has been established, the member shall be a member of the Branch in the city or area where the member's employment under the jurisdiction of ACTRA normally takes place, or in the Branch nearest to the member's place of residence, as determined by the ACTRA National Council.
3. A member who moves to another location where ACTRA has an office shall automatically have their membership transferred to that Branch/Local Union, with the exception of performers who are temporarily in a location for a finite period of time or who leave Canada, or who request in writing to their Branch that they wish to retain membership in that Branch. In the latter case, it is the right of that Branch/Local Union to deny such request, in which case the membership will be transferred to the new location.

Section V - Suspension - Failure to Pay Dues

1. Members who fail to pay their dues within thirty (30) days of commencement of the dues period shall be automatically suspended.
2. A person under suspension may not engage in any activity within the jurisdiction of ACTRA.

Cross Ref. Con. 312

Section VI - Reinstatement Following Suspension

Any member who has been suspended may regain status as a member in good standing according to the following criteria:

1. The member pays dues for the current period in which the member applies to be reinstated.
2. The member pays all arrears in Basic dues to a maximum of two (2) years as well as any other amounts owing.
3.
 - a) The member pays a reinstatement fee of ten percent (10%) of the total amount of dues in arrears to a maximum of ten percent (10%) of the maximum current annual dues.
 - b) Where circumstances beyond the reasonable control of the member prevented the payment of dues in a timely fashion, the Branch Council or its designate may waive or make other financial arrangements to pay the fee.

4. The period of suspension, if any, imposed under the provisions of By-Law No. 7 or any other By-Law is over.
5. Any member whose membership has been suspended for non-payment of dues for a continuous period in excess of two (2) years will cease to be a member, and to renew membership must reapply for membership as any other non-member.

Cross Ref. Con. 313

Section VII - Inactive Membership

1. A member in good standing who submits a written application shall be granted inactive status upon:
 - a) payment of all outstanding working dues, and
 - b) a further payment of twenty-five percent (25%) of the basic annual dues.
2. An inactive member shall:
 - a) not be entitled to any of the rights of membership, except for continuance of insurance benefits in effect at the time of becoming an inactive member until the expiration of those benefits in accordance with the terms of the Insurance Plan from time to time;
 - b) continue participation in the Retirement Plan in a manner provided by the Plan from time to time;
 - c) not engage in any activity within the jurisdiction of ACTRA; and
 - d) become a member in good standing upon payment of dues for the current period in which the member applies to be reinstated.
3. A member shall not be eligible to apply for inactive membership status for a period of one (1) year after becoming a member of ACTRA.

Cross Ref. Con. 311

Section VIII - Resignation

1. A member in good standing may resign at any time upon completion of the appropriate forms for both ACTRA and the insurance and retirement plans.
2. Members who have resigned may re-apply for membership pursuant to:
 - a) the provisions relating to Exceptional Circumstances, or
 - b) the provisions relating to Apprentice Membership.

Cross Ref. Con. 303 & 313

Section IX - Arrears in Membership Dues, ACTRA Assessments & Fines

1. If a member is delinquent in remitting dues, or if ACTRA has imposed a fine upon a member or if ACTRA has established an assessment to be paid by all members or a particular category of member, ACTRA shall be entitled to require a Producer, owing monies to a member, to deduct

ACTRA By-Laws

from such monies the amount owing by the member to ACTRA on account of such arrears, assessments or fines.

2. ACTRA shall provide to the member a copy of the request for a deduction submitted to a producer.
3. The maximum amount that may be deducted from any single payment owing to a member by a Producer and remitted to ACTRA, is twenty percent (20%) of the gross fee.

BY-LAW NO. 2

INITIATION FEE

1. The initiation fee of each Branch/Local Union shall consist of a qualifying fee and an entry fee.
2. A person fulfilling the requirements of the Constitution governing qualification for membership shall pay a qualifying fee consisting of work permit fees as outlined in By-Law No. 3, plus an entry fee of four hundred and fifty dollars (\$450.00).
3. A person fulfilling the requirements of the Constitution respecting Exceptional Circumstances relating to membership qualification, shall upon applying for membership, pay an entry fee of not less than nine hundred dollars (\$900.00), or as may be provided by a Reciprocal Agreement between ACTRA and another organization representing professional artists.
4. Resigned members may not access the reduced initiation fees offered to members of other professional organizations by virtue of a Reciprocal Agreement, but must pay the full initiation fee of four hundred and fifty dollars (\$450.00), or nine hundred dollars (\$900.00) if they reapply under Exceptional Circumstances.
5. Should a Branch/Local Union organize new members through the attraction of a reduced initiation fee, as may be permitted under the terms of the Branch/Local Union By-Laws, such new member(s) may not work in the jurisdiction of any other Branch/Local Union unless the new member pays to the member's Branch/Local Union the difference between their reduced initiation fee and the initiation fee described by the Constitution and By-Laws.

Cross Ref. Con. 303, 304 & 313

BY-LAW NO. 3

QUALIFYING FEES FOR NON-MEMBERS

Section I - Apprentice Membership Fees

1. All persons who have indicated their intention to become a Full Member by registering as an Apprentice Member, shall pay an Administration Fee at the time of registering, in the amount of seventy-five dollars (\$75.00), to the Branch/Local Union where the Apprentice is registered.
2. This fee shall be paid annually on or before the expiry date on the Apprentice Membership card in order to maintain Apprentice Membership status.
3. Non-payment of the annual fee shall result in forfeiture of Apprentice Membership status.

Cross Ref. Con. 305

Section II - Qualifying Fees (Work Permit Fees)

1. Each Apprentice Member shall pay the Qualifying Fee for any engagements to the Branch/Local Union where the work was done. The amount of the Qualifying Fee may be specified as "non-member work permit fees for performers" in the appropriate Agreement negotiated by ACTRA with engagers.
2. All persons who are not Full Members or Apprentice Members of a Branch/Local Union, when working within the jurisdiction of ACTRA, shall pay a qualifying fee for such engagements to the Branch/Local Union. The amount of the qualifying fee shall be specified in the appropriate Agreement negotiated by ACTRA with engagers, employers or producers, as "non-member work permit fees for performers". Canadian resident non-members shall be able to purchase a maximum of six (6) work permits without imposition of a service charge on work permit fees per By-Law No. 4, subsection 1b).
3. Where any negotiated Agreement fails to be specific, the National Executive of ACTRA shall, from time to time, in consultation with the Branches/Local Unions concerned, create a schedule of work permit fees which shall become effective when approved by the ACTRA National Council.

Cross Ref. Con. 305 & 306

Section III - Temporary Membership for Non-Member Non-Resident Performers

1. Temporary membership for non-member non-resident performers to work within the jurisdiction of ACTRA may be approved at the discretion of ACTRA.
2. Upon such approval, the temporary member shall pay the required qualifying fee specified in the appropriate Agreement negotiated by ACTRA with engagers, employers or producers as work permit fees for performers.
3. Where any negotiated Agreement fails to be specific, ACTRA shall set a schedule of work permit fees in consultation with the relevant Branch/Local Union which schedule of work permit fees shall become effective when approved by the ACTRA National Council.

Cross Ref. Con 307

BY-LAW NO. 4 SERVICE CHARGES

1. ACTRA Service Charges

- a) A person who is a non-member, an inactive member, an Apprentice member or a person who is a full member not in good standing of a Branch/Local Union who receives commercial residual payments for an engagement or engagements within the jurisdiction of ACTRA shall pay to the Branch/Local Union a service charge of ten percent (10%) of the gross payment received by such person.
- b) A resident Canadian non-member who has purchased six (6) work permits and has elected not to join ACTRA shall be charged a service charge of an additional fifty percent (50%) of the applicable work permit fee on each work permit purchased.

Cross Ref. Con. 308

2. ACTRA PRS Service Charges

A service charge on fees earned as a residual or royalty payment for an engagement within the jurisdiction of ACTRA may be charged by the ACTRA Performers' Rights Society.

- a) A person who is a non-member, an inactive member, an Apprentice member or a person who is a full member not in good standing shall pay a service charge of twenty-five (25%).
- b) A full member in good standing shall pay a service charge of five percent (5%).

Cross Ref. Con. 308

BY-LAW NO. 5

SIGNED CONTRACT FOR ENGAGEMENT IS MANDATORY

1. All members accepting an engagement must have a contract in writing with the engager, which contract sets forth the conditions of employment and the contracted fee.
2. The contract shall be in conformity with the terms and conditions of the Codes, Agreements and Schedules prescribed by ACTRA and/or Branch/Local Union.
3. Where an engager does not have a contract available for signature by the member prior to the commencement of work, the member must insist that the engager provide a signed contract prior to commencing work or must refuse to work.

Cross Ref. Con. 404e

BY-LAW NO. 6

GUEST INTERVIEWS AND CONTESTANT IN GAME OR QUIZ SHOW

1. Guest Interviews

Considering that:

- a) performers are frequently invited to appear, without compensation, for so-called interviews on television and radio intended for broadcast as commercial programs;
- b) the appearance of such performers on these programs would, in fact, be performances and form an important part of the entertainment portion of such programs; and
- c) the appearance of performers on such programs without compensation would be harmful to the employment of other performers;

it is hereby declared conduct unbecoming for any member for any member to appear in any program as described above without proper compensation. This rule may be waived by the Branch/Local Union when the performer is being interviewed as part of a personal promotion.

Cross Ref. Con. 404c

2. Contestant in Game or Quiz Show

- a) A written waiver may be issued by a Branch/Local Union office when a member can show that
- ACTRA By-Laws*

he/she will be appearing as a private citizen and not as a performer or celebrity in a game or quiz show.

- b) The member who misrepresents the circumstances when applying for such waiver will be subject to discipline.

Cross Ref. Con. 404c

BY-LAW NO. 7

MEMBER RIGHTS AND RESPONSIBILITIES; DISCIPLINE PROCESS

Section I – Member Rights

1. Members have the right to:

- a) Members have the right to participate equally in the union. They have the right to attend and participate in union meetings; and to enjoy due process consistent with the principles of natural justice if disciplined. Full members have the right to vote by secret ballot in elections; to run for office; and to have equal access as candidates to union publications in election campaigns.
- b) Exercise free speech. Members have the right to free speech in ACTRA. They have the right to criticize ACTRA's policies, officers, staff and candidates within the limits of both the laws of libel and defamation, and ACTRA's constitution and bylaws. They have the right to discuss union policies and issues. Members have the right to complain, protest, demand and advocate within the union.
- c) Assemble freely. Members have the right to organize with fellow members. Thus, members have the right to organize a committee or caucus; to meet without permission or participation from union officials or staff; to write and distribute leaflets, newsletters, etc.; to run candidates for office; and to take collective action to influence the union (information pickets, buttons, etc.) provided that such actions do not violate ACTRA's constitution or bylaws.
- d) Seek lawful redress: Members have the right to bring complaints about ACTRA before Labour Boards or the Courts without reprisal. In matters related to disciplinary action, except as otherwise provided under applicable law, members must first exhaust ACTRA's discipline and appeal procedures as set out in ACTRA's Constitution and Bylaws.

2. No corresponding claim on ACTRA funds or resources

These rights do not give members the right to demand or appropriate ACTRA funds or resources in the pursuit of any particular cause or agenda, except as agreed by the appropriate duly elected council.

3. Right of elected councils to ensure unity of purpose

These rights do not prevent elected councils from implementing reasonable guidelines for conduct within their own ranks.

Section II - Member Responsibilities

With membership in ACTRA comes the responsibility to avoid acts prejudicial to ACTRA, and the

responsibility to respect ACTRA's work rules.

1. “Conduct prejudicial” defined

A member is not to act in a manner prejudicial to the interest and welfare of ACTRA or its members. “Conduct prejudicial” includes:

- i) conduct prejudicial to the aims and objectives of ACTRA as defined in article 2 of the ACTRA Constitution;
- ii) violating article 4 (“*Rights and Obligations of Members*”), parts 403, 404 and 405 of the ACTRA constitution;
- iii) violating by-law 9 (“*Rules for the conduct of members during a strike*”) of ACTRA’s bylaws;
- iv) engaging in the promotion, implementation, furtherance or support of any other union or collective bargaining group with the purpose or intent of supplanting ACTRA or any Branch/Local union as the recognized bargaining agent; and
- v) engaging in corrupt practices. “Corrupt practices” includes (but is not limited to) falsifying or otherwise misusing books, records, documents or other property of ACTRA, and absconding or otherwise improperly converting monies of ACTRA.

2. “Work rules” defined:

Members are to:

- i) *Work for signatories*: A member must work only for an engager or producer who is a signatory to a relevant ACTRA collective agreement.
- ii) *Work for an engager in good standing*: A member must work for an engager who is in good standing – i.e. has not been declared an unfair engager.
- iii) *Work for applicable minimum fees*: A member must always work for fees that are at least equal to the minimum fees required by a relevant ACTRA collective agreement.
- iv) *Fulfill engagement unless reasonable cause*: A member must fulfill a contracted engagement, unless they have reasonable cause not to do so. “Reasonable cause” in this case can include illness or another reason beyond the control of the member.
- v) *Be on time for an engagement or an audition unless reasonable cause*: A member must be on time for a contracted engagement or an audition unless they have reasonable cause not to do so. “Reasonable cause” in this case can include illness or another reason beyond the control of the member.
- vi) *Work with qualified members only*: A member must only work with fellow members, or other people who are qualified under ACTRA’s constitution to work in ACTRA’s jurisdiction.
- vii) *Work under a duly-executed contract*: A member must work under a duly executed contract of engagement, and is not to sign a blank or incomplete contract.
- viii) *Respect a reciprocal agreement between ACTRA and another professional organization, guild or union*: A member must respect a written agreement between ACTRA and other associations, guild or unions.

- ix) *Not to work while suspended, when current fines are unpaid, or when on inactive membership status:* A member is not to fulfill an engagement while suspended, while current fines are unpaid, or when on inactive membership status.
- x) *Not to abuse or harass ACTRA staff:* A member is not to abuse or harass ACTRA staff.
- xi) *Not to engage in professional misconduct:* A member is not to engage in acts of professional misconduct. "Professional misconduct" includes prejudicing the ability of co-workers to fulfill their contracted engagements in a normal manner; harassing co-workers; or otherwise acting in a manner which brings the profession into disrepute.

3. Schedule of penalties

(a) Penalties for Conduct Prejudicial:

- i) Suspension from membership for a defined period; and/or
- ii) Suspension from the right to hold office within the union for a defined or indefinite period; and/or
- iii) Expulsion from membership, with or without a right to re-apply after a specified period of time.

(b) Penalties for

- i) Working for a non-signatory;
 - ii) Working for an unfair engager;
 - iii) Knowingly working with non-qualified non-members;
 - iv) Working while suspended, when current fines are unpaid, or when on inactive membership status;
 - v) Engaging in professional misconduct;
 - vi) Violating a reciprocal agreement between ACTRA and another professional organization, guild or union; and
 - vii) Working for less than applicable minimum fees:
- 1) A fine for up to the amount earned on the engagement, or up to \$100,000 in the event the member refuses to credibly disclose the amount earned on the engagement; and/or
 - 2) Suspension from membership for a defined period; and/or
 - 3) Expulsion from membership, with or without a right to re-apply after a specified period of time.

(c) Penalties for abuse or harassment of ACTRA staff:

- 4) A fine of up to \$500; and/or
- 5) Limiting or barring access to ACTRA offices; and/or
- 6) Suspension from membership for a defined period; and/or
- 7) Suspension from the right to hold office within the union for a defined or indefinite period; and/or
- 8) Expulsion from membership.

(d) Penalties for

- i) Failure to fulfill engagement without reasonable cause;
 - ii) Being late for an engagement or an audition without reasonable cause; and
 - iii) Working without a duly-executed contract:
- 9) fine of up to \$500; and/or
 - 10) Requirement for the member to attend and pass professional training.

(e) Restorative penalties:

At the staff level or at the Discipline Committee stage, the adjudicator (i.e. staff or discipline committee) of the matter may propose alternative penalties to those prescribed above (in sections a through d, the “traditional penalties”). For example, a member found guilty of a charge could be requested to appear at a member meeting to explain why their conduct is not to be recommended. Such “restorative penalties” are permissible provided they are agreeable to both the disciplined member and the adjudicator(s). The adjudicator can impose a traditional penalty in combination with a restorative penalty or if the circumstances warrant it, a restorative penalty alone. A restorative penalty is considered a step toward reconciling with ACTRA’s membership but is entirely within the discretion of the adjudicator to decide if the circumstances of the charge warrant such consideration or not.

Section III - Charges and appeals

1. Charges

a) Charges arising from breaches of discipline are to be laid in writing by the following individuals or their designates:

- a. In UBCP, by a senior staff member designated by the UBCP Board;
- b. In ACTRA Toronto, by the Executive Director of ACTRA Toronto;
- c. In Alberta, Saskatchewan, Manitoba Ottawa, Quebec, the Maritimes and Newfoundland & Labrador, by the Regional Director; or
- d. In any jurisdiction, by the National Executive Director.

b) Charges must be filed in a timely fashion once the facts leading to the charges are known.

c) The written charge will detail:

- a) The date or dates (if known) when the alleged violation occurred;
- b) The name of the Engager/Producer (if any);
- c) The specific clause(s) of the Constitution or By-laws alleged to have been violated;
- d) The penalty assessed for the breach of discipline;
- e) A copy of all relevant documents and any other evidence which the official intends to introduce during any appeal; and
- f) The member’s right of reconsideration and appeal, including deadlines and how to appeal.

2. The Right of a Member to seek reconsideration

- a) Members have the right to demand that the official laying the charge reconsider it, on the basis of their explanation of their conduct.
- b) The member must request the reconsideration in writing within ten (10) working days of receiving the charge. The member’s request must include, in writing, the member’s explanation for their conduct and the reasons why, in their view, a reconsideration is warranted.
- c) The official laying the charge must then reconsider the charge fairly, taking full account of the arguments brought forward by the member. The official must notify the member of their decision within ten (10) working days of receiving the request for reconsideration.

3. The Right of a Member to appeal

a) Members subject to charges have the right to appeal charges to their branch/local union discipline committee.

- b) The member must appeal in writing to the chair of the branch discipline committee within thirty (30) calendar days after the date the member has been notified of them (the thirty day appeal period is in addition to any time spent seeking reconsideration as described in part 2 above).
- c) A member who fails to appeal within the time limit for appeal will be deemed conclusively to have accepted the charge and is therefore considered to be guilty.

4. Branch/local union and national discipline committees

- a) The purpose of a discipline committee is to provide members with a strictly impartial panel, empowered to consider appeals and to make a final determination about discipline charges.
- b) Each branch/local union and the National Council shall establish discipline committees, each composed at a minimum of a chair empowered to empanel members for the purpose of hearing discipline appeals. A panel must be composed of at least three members in good standing. If the chair of the discipline committee does not participate in the panel for any reason, the chair (or, if the chair is in a conflict, the relevant council) will appoint an acting chair to oversee all issues related to the hearing and the hearing itself.
- c) Discipline committee members will remove themselves from any case in which they have a conflict of interest.

5. Procedures governing appeals

Hearing date

- a) Within fifteen (15) working days of receipt by the chair of the branch/local union discipline committee of an appeal by the member, written notice will be mailed by the discipline committee chair to the member giving them notice of the date, time and place of the hearing.
- b) The hearing must be held within six (6) calendar months following the notice set out in part 5 a) above. In the event a hearing is not held within that time, the charges lapse and cannot be re-filed.
- c) It is the responsibility of both the ACTRA official filing the charge and the member who has been charged to attend the appeal. A discipline committee can consider personal or professional circumstances in scheduling or re-scheduling its hearings, but is not required to do so. In the event either the ACTRA official filing the charge or the member fails to attend a hearing, the committee has the right to proceed to hear and decide the issue.

Witnesses and evidence

- d) The ACTRA official who filed the charges will present all of the known facts pertaining to the charge to the discipline committee during the appeal hearing. The member will then present their answer to the charges. Each party is entitled to call evidence and to make representations at hearing, but these must be strictly relevant to the charges.
- e) The parties will inform each other and the chair of the discipline committee of any witnesses they intend to call and provide each other with relevant documents that they intend to use no later than five (5) business days before the hearing.
- f) The chair of the discipline committee, at its sole discretion, may exclude witnesses and documents judged to be not pertaining to the specific charge.
- g) Similar or relevant prior convictions under ACTRA's Constitution and By-laws are relevant as evidence.

Procedures at the hearing

- h) Subject to the terms of this bylaw, a discipline committee determines its own procedure; may accept such oral or written representations or evidence as it considers proper; and may in whole or in part base its decision on any such representations or evidence. The practice, procedure and verdict of a discipline committee must be consistent with the principles of natural justice; must respect the right of the accused to a fair hearing; and must not conflict with ACTRA's Constitution and By-laws.
- i) The committee will first hear evidence from the ACTRA official who laid the charge; then from the member. The committee then may ask such questions as it deems appropriate. The committee will then meet *in camera*, with no non-committee members or staff present, to consider its decision.
- j) ACTRA staff may present their advice regarding charges and penalties through the presentation and arguments of the ACTRA official laying the charge. Staff are otherwise not to seek to influence or direct the committee's verdict in any manner.
- k) ACTRA (acting through the official presenting the charge) and the member may both retain legal advisors at their own expense. The discipline committee may also retain a legal advisor, at the relevant council's expense. Unless otherwise required by law, these legal advisors will neither be permitted to present evidence nor will they be permitted to participate actively in the hearing.

Decision of the committee

- l) After hearing evidence and considering its verdict, the discipline committee will render a decision not later than ten (10) working days after the hearing has ended. The committee has the power to:
 - m) confirm the charge and/or penalty being appealed;
 - n) confirm the charge and change the penalty; and/or
 - o) uphold the member's appeal of the charge in whole or in part.

The written decision must be dated and signed by a majority of the discipline committee, and must contain findings of fact and reasons for the decision. A dissenting member of the committee may file a dissenting opinion, which will be appended to the committee's decision. A copy of the written decision (and any dissents) will be mailed to the member, the ACTRA official who laid the charge, and to the National Executive Director.

- p) The committee does not have the power to amend, add to or delete any of the provisions of the Constitution or the Bylaws.
- q) In a case where the committee believes that a member has been the victim of a completely unfounded and deliberately malicious charge, it may require the branch/local union to assist the member with his/her direct and verifiable costs to appeal the charges, to a maximum of \$2,500.

General provisions

- r) Proper mailing of any document will be by prepaid registered mail or, with the member's written permission, by email.
- s) Where reference is made to an officer or official of ACTRA, that reference includes the designate or that officer or official.
- t) The ruling of a branch/local union discipline committee is final and binding upon all parties, subject to part 6 of this Bylaw.

6. Further appeal to the national discipline committee

- a) A member has the right to appeal a decision by a branch/local union discipline committee to the national discipline committee in the following circumstances:
 - b) When the local discipline committee has chosen to impose a heavier penalty than was contained in the original charge; or
 - c) When the member can prove to the satisfaction of the chair of the national discipline committee, at the chair's sole discretion, that a member of the local discipline committee had a conflict of interest and nevertheless participated in the hearing; or that the timelines or rules of procedure were seriously violated during the course of the discipline. In coming to a determination of these matters the chair will hear and carefully weigh representations from the member, the chair of the local discipline committee, and the ACTRA official who laid the original charge.
- d) A local discipline committee may refer a discipline to the national discipline committee either for an initial hearing or to consider an additional appeal, for any reason.
- e) All of the rules and provisions of this By-law, including the procedures and timelines set out in part 5) of this By-law, apply to the national discipline committee in its consideration of a valid appeal.
- f) The ruling of the national discipline committee is final and binding on all parties.

7. Implementation of penalties; readmission to ACTRA

Penalties stayed until appeals exhausted

- a) The imposition of any penalty upon a member is stayed until all of the member's rights of appeal have been exhausted.

Implementation

- b) Penalties come into immediate effect once all appeals are concluded.
 - c) Any fines must be paid in full by the member within thirty (30) calendar days of coming into effect, unless other arrangements are negotiated with the ACTRA official who filed the original charge. In the event that a fine is not paid in full and on time, the member is suspended from membership without appeal until the fine is settled in full;
 - d) Any non-monetary "restorative" penalty (such as the mandatory participation in meetings or trainings, writing letters, etc.) must be completed to the satisfaction and within the timeline specified by the ACTRA official who filed the original charge or the Discipline Committee. In the event that the penalty is not satisfactorily completed on time, the member is suspended from membership without appeal until the penalty is completed.

Readmission to ACTRA

- e) In the case where a member is expelled from ACTRA, but the final verdict contemplates a right to re-apply for membership at some point in the future, the following rules apply:
 - f) Notwithstanding any standard membership application rules or practices in place, an application for re-admission by a member who has been expelled must be submitted, after the appropriate time has lapsed, in the first instance to the individual charged with enforcing ACTRA's discipline rules in the relevant local union or branch as specified in part 7, section 3, sub (a) above, excluding the national executive director.
 - g) The re-application is to be evaluated on the basis of two considerations: (a) that the applicant is a bona fide professional performer who continues to earn their livelihood principally as a professional performer (demonstrated by earning appropriate credits, or by appropriate professional reputation);

and (b) that the applicant has clearly demonstrated that they understand their conduct leading to their expulsion; have now genuinely accepted the constitution and bylaws; and is not likely to re-offend.

- h) In the event the application for re-admission is rejected, the applicant may appeal that decision to the local union/branch discipline committee, which shall consider the matter under rules of procedure similar to a discipline hearing. The decision of the committee is final, binding on all parties, and is not subject to any further appeal for any reason.

Cross Ref. Con. 314, 401, 402, 404, 405 & 406

BY-LAW NO. 8

BREACH OF AGREEMENT - NON-SIGNATORY ENGAGERS - UNFAIR ENGAGERS - WITHDRAWAL OF SERVICES

1. Breach of Existing Agreement

Where a person, firm or corporation breaches a written agreement to respect a Code, Agreement or Schedule of ACTRA, or has been declared "unfair" under the appropriate Code, Agreement or Schedule, the ACTRA National Council may issue an order or orders making it unprofessional conduct for a member to work for, deal with, or have any business or professional relationship with any such person, firm or corporation. In cases of urgency, such an order may be made by the ACTRA President after consultation with the ACTRA National Executive.

2. Non-Signatory Engager

- a) Where an engager has refused to sign an agreement or letter of adherence with ACTRA, ACTRA may publish the name and other relevant information and may warn the membership not to work for that engager until such time as an agreement or letter of adherence has been signed.
- b) It is the responsibility of the member to check with the appropriate ACTRA office regarding the legitimacy of the company. Failure to publish such corporate names may not be used by a member as a defence of a breach of these By-Laws.

3. Unfair Engager

Where an engager has been declared an unfair engager by ACTRA, the ACTRA National Council may order all members of ACTRA to refrain from working for, dealing with or having any business or professional relationship with any such engager.

4. Withdrawal of Services

- a) Where a proposed Collective Agreement is to be ratified by the membership by way of referendum vote, the notice of referendum may contain a statement that in the event the proposed Collective Agreement is rejected, the ACTRA National Council may call a strike, subject to the provisions of the applicable Collective Agreement and relevant provincial or federal law.
- b) If an ACTRA Collective Agreement has expired and has not been extended by agreement between the parties, the membership through a referendum vote may, subject to the applicable provincial or federal law, authorize a withdrawal of services.

Cross Ref. Con. 404 & 406

BY-LAW NO. 9

RULES FOR THE CONDUCT OF MEMBERS DURING A STRIKE

1. Any act or conduct which is prejudicial to the welfare of ACTRA and its members is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is considered to be conduct prejudicial to the welfare of the union.
2. Working for a struck engager is prohibited even though the member is engaged by or under contract to that engager at the time the strike is called.
3. All work for all struck engagers will cease immediately upon the calling of the strike, regardless of the stage of production reached.
4. No work of any kind will be done for a struck engager, whether on or off the premises of the engager.
5. No work shall be performed regardless of when it was contracted.
6. Discussion of future work, and/or any type of audition with a struck engager is prohibited even though neither negotiations for, nor contracting, is contemplated until after settlement of the strike.
7. Immediately upon the calling of a strike, members will inform their agents, personal managers or any other representative of all ACTRA strike rules. Members will revoke or suspend any authorization for representation in relation to the struck engager for the duration of the strike.
8. Members are prohibited from engaging in any conference, negotiations, discussions or meeting of any kind, whether in person, by telephone, through the mail, via facsimile or any other electronic medium, or through an agent or other representative regarding any contract or engagement, even though the effective date of any such proposed contract be scheduled for a time after the settlement of the strike.
9. All members are prohibited from crossing a picket line which is established by ACTRA.
10. Members are prohibited from entering the premises of any struck engager unless a pass has been issued to them by the location picket captain. Such passes will be issued to members who require to collect cheques for work done before the commencement of the strike and to members who are legitimately working for the struck engager outside of the jurisdiction of ACTRA.
11. Members who are working outside of the jurisdiction of ACTRA for a struck engager shall be subject to discipline if they perform duties for the struck engager in the jurisdiction of ACTRA during the duration of the strike.
12. The use of a fictitious name of any kind as a means of circumventing strike rules and regulations is prohibited.

13. The acts of any agent, personal manager or other representative acting on behalf of a member shall be considered to be those of the member in the absence of satisfactory evidence to the contrary.
14. Members are charged with knowledge of all strike rules and regulations, of any strike information or developments distributed through the mail to the membership and of any strike information made generally known through the newspapers, radio and television, or other electronic media unless they offer satisfactory evidence that it was impossible for them to receive such strike information.
15. Performers who are not members of the union, but who reasonably know that the union is on strike, who nevertheless perform for struck engagers, or who in any way act to defeat the best interests of the union during a strike, will be excluded from membership in the union.
16. The term "member" encompasses anyone admitted to Full Membership or Apprentice Membership in ACTRA and includes members not in good standing, suspended or on inactive membership status or resigned.
17. No member may be relieved of the responsibility for the payment of any fine, or from any disciplinary action resulting from any infraction of strike rules by offering his/her resignation from ACTRA.
18. ACTRA shall have the authority to assign and direct members in the performance of duties relating to the strike, including, but not limited to, picket duty. Any member found guilty of refusal to perform picket or related duties shall be fined not less than two hundred dollars (\$200.00) per day for each day of such refusal to perform.
19. Enforcement of these rules may be delegated by the ACTRA National Executive to properly constituted committees or ACTRA personnel and each Branch/Local Union Council or Executive shall be responsible for the enforcement of these rules in its location.

Cross Ref. Con. 405 & 406

BY-LAW NO. 10

DEDUCTIONS FOR INSURANCE AND RETIREMENT

Considering that ACTRA and Branches/Local Unions continue the established Insurance and Retirement Plan for the benefit of their members and have successfully negotiated engager contributions in addition to member contributions to cover costs of the Plan, ACTRA and Branches/Local Unions have the right and authority to require and have engagers make deductions from payments due to:

1. a member;
2. a temporary member; or
3. a work permittee

working in the jurisdiction of ACTRA or Branch/Local Union, and to have such deductions and the engager contribution made payable to the insurance and retirement plans.

BY-LAW NO. 11

BRANCHES /LOCAL UNIONS

Section I - Membership Meetings

1. Each Branch/Local Union Council or Executive shall call a meeting prior to the Annual General Meeting of the ACTRA National Council for the principal purpose of formulating resolutions for consideration by the ACTRA National Council.
2. Branch/Local Union Councils or Executives may call general membership meetings at any other time as may be deemed desirable and in conformity with their local By-Laws.
3. General membership meetings shall be a forum for reviewing, receiving and making recommendations on any matter of local, regional and/or national interest to the members, or on subjects not in conflict with the Constitution or By-Laws.

Section II - Recommendations

At least three (3) months prior to the expiry date of any Agreement, Code or Schedule of ACTRA directly affecting the members of a Branch/Local Union, the Branch Council or Local Union Executive concerned shall forward their recommendations for changes to the appropriate negotiating committee through the National Executive Director.

Cross Ref. Con. 505

Section III - Organization

1. Each Branch/Local Union shall actively pursue the organization of groups or areas within the jurisdiction of ACTRA.
2. ACTRA shall provide assistance if requested, and under conditions which are mutually agreed upon.
3. Where the size of the Branch/Local Union membership allows, the Branch/Local Union Council or Executive may establish a standing committee to assist in such organization.

Cross Ref. Con. 505

Section IV - Resolutions

1. Any Branch/Local Union may require a motion or resolution adopted at a general membership meeting to be placed on the agenda for the next meeting of the ACTRA National Council or ACTRA National Executive.
2. In the event that the Branch/Local Union concerned has no Councillor who is a member of the National Executive, a Councillor from the Branch/Local Union may request or be invited to attend the meeting to present the motions or resolutions.

Section V - Election of Branch/Local Union Officers

1. Each Branch/Local Union shall elect its officers by secret ballot on a schedule consistent with its local By-Laws. Voting by proxy is not permitted.
2. The Branch/Local Union may provide in its By-Laws for such other Officers and Council Members as it deems necessary to assure adequate representation of Branch/Local Union members.

3. Candidates for Officers and Council Members and their nominators shall be members of the Branch/Local Union in good standing at the time of nomination.
4. The Officers and Council Members of the Branch/Local Union shall be known as the Branch Council or Local Union Executive.

Section VI - Bonding

1. The Financial Officer(s) of the Branch/Local Union shall be properly bonded by a bonding company selected by the Branch/Local Union Council.
2. The Financial Officer(s) of the Branch/Local Union shall cause all funds remitted to ACTRA to be deposited in a bank recommended by the ACTRA National Council.
3. The Financial Officer(s) of the Branch/Local Union shall cause to be kept a correct record of all monies received and expended and prepare a financial statement to be submitted to the National Executive Director not later than thirty (30) calendar days following the end of each quarter.

Section VII - Branch Audits

1. The ACTRA National Council shall have the authority to require that any Branch/Local Union's monetary records may be audited by ACTRA's accountants annually at ACTRA's expense.
2. The Branches/Local Unions shall likewise have the authority to require ACTRA's monetary records be audited annually at the Branch/Local Union's expense not later than thirty (30) calendar days following the end of the financial year.

BY-LAW NO. 12

ACTRA NATIONAL COUNCIL

Section I - Meetings

1. The ACTRA National Council

- a) The ACTRA National Council shall normally have two (2) meetings a year, one no later than February 15th and the second no later than June 30th.
- b) The ACTRA National President, in consultation with the ACTRA National Executive and the National Executive Director, may call special or emergency meetings of the ACTRA National Council.

Cross Ref. Con. 601

2. The ACTRA National Executive

- a) The ACTRA National Executive shall normally meet four (4) times a year and have two (2) conference calls.
- b) The dates shall be determined by the ACTRA National President in consultation with the ACTRA National Executive and the National Executive Director. The ACTRA National President may call special or emergency meetings of the National Executive.

Cross Ref. Con. 603 & 706

3. Appointment of an Alternate

If a National Councillor is unable to attend a meeting of the ACTRA National Council, he/she may appoint an alternate.

Section II - Agenda

1. The agenda for a meeting of the ACTRA National Council shall be prepared by the ACTRA National Executive.
2. The agenda for every regular ACTRA National Council Meeting will include a review and update of the goals, objectives, strategies and budget of the ACTRA Plan. The updates will maintain the five year timetable and budget of the ACTRA Plan.

Section III - Affiliation

The ACTRA National Council may, by resolution and after giving notice of intent to the members, cause ACTRA to be affiliated with or disaffiliated from any national or international organization where such affiliation or disaffiliation appears to be of advantage in keeping with the aims and objectives of ACTRA.

Cross Ref. Con. 710

Section IV - Agreements

The ACTRA National Council may enter into agreements or understandings with any other organization with a view to advancing the common interest of their respective members.

Cross Ref Con. 710

Section V - Special Meetings

1. Special meetings of the ACTRA National Council shall be called at the direction of the ACTRA National President or at the written request of eight (8) Councillors, no more than five (5) of whom shall be from the same Branch/Local Union.
2. Notice of such special meetings shall be given, where possible, by telegram, FAX or airmail letter sent at least six (6) calendar days in advance.

Section VI - Honoraria

In consideration for carrying out their duties, the ACTRA National President, Vice President and treasurer shall be reimbursed actual receipted expenses and receive an honorarium of:

1. seventeen thousand five hundred dollars (\$17,500) for the ACTRA National President per annum.
2. seven thousand dollars (\$7,000) for the ACTRA National Treasurer per annum.
3. seven thousand dollars (\$7,000) for the ACTRA National Vice President per annum.
4. one thousand five hundred dollars (\$1,500) for other members of the ACTRA National Executive per annum.
5. five hundred dollars (\$500) for non-Executive ACTRA National Councillors per annum.

Section VII - Reimbursement of Expenses

1. A member, when attending a meeting of the ACTRA National Council or the ACTRA National Executive, or when engaged by specific resolution of the ACTRA National Council or ACTRA National Executive to work on ACTRA's behalf, may be paid an amount for the reimbursement of previously authorized expenses incurred as follows:
 - a) for members in their location, one hundred twenty dollars (\$120.00) per day and sixty dollars (\$60.00) per half day;
 - b) for members who are outside their home location, one hundred fifty dollars (\$150.00) per day and seventy-five dollars (\$75.00) per half day, except where such member is receiving the honoraria set forth in Section VI.
2. These amounts may be reasonably adjusted to accommodate increased travel expenses in any country other than Canada.

Section VIII - Annual Report

1. The ACTRA National Council shall cause a report to be made available annually to the members within the quarter immediately following the ACTRA National Council's Annual Meeting.
2. The ACTRA National Council's report shall include the individual reports of the ACTRA President, National Executive Director, Treasurer and the Auditors.

Section IX - Reciprocal Agreements

The ACTRA National Council shall have the authority to negotiate reciprocal agreements with other performers' organizations that may contain conditions relating to application for membership, work permits and initiation fees that differ from those defined in the ACTRA Constitution.

Section X – Confidentiality

1. Any breach of confidentiality of an "in-camera" session of either the ACTRA National Council or the ACTRA National Executive shall be considered a breach of professional conduct and subject to discipline under By-Law #7.
2. Specifically, any written comment or account of issues considered to be confidential or "in-camera" made by ACTRA National Councillors or members of the ACTRA National Executive shall be considered to be a serious breach of confidentiality.

BY-LAW NO. 13

ELECTION PROCEDURES - ACTRA COUNCILLORS

Section I - Nomination Procedures

1. Only ACTRA members in good standing may nominate.
2. Members may not nominate or vote for ACTRA National Councillors of any Branch/Local Union other than their own.
3. Branches will nominate and elect candidates for ACTRA National Council by secret ballot and according to their local By-Laws, but in all cases the nomination and election procedure must be completed by January 8th of the election year.

4. Each Branch/Local Union will inform the ACTRA National Executive as to its election procedures and schedule.
4. Each Branch/Local Union will inform the National Executive Director of the results of the elections.
5. The ACTRA National Executive will cause the results of all the elections to be circulated to all the members.

Cross Ref. Con. 702, 703 & 704

Section II - Nominations Not Received For Elected Positions

Where the members of a Branch/Local Union fail to nominate a sufficient number of candidates for positions available, the positions not filled shall be deemed vacant and Article 705 of the Constitution shall apply.

Section III - Term of Office

The term of office of the ACTRA National Council shall be for two (2) years from the date of its first meeting, which meeting shall occur no later than January 31st, in the year of its election.

Cross Ref. Con. 701

BY-LAW NO. 14

STANDING COMMITTEES

1. The ACTRA National Council shall have the authority to establish and disband Standing Committees as necessary.
2. Standing Committees shall have a mandate as determined by the ACTRA National Executive from time to time.
3. Members and Chairs of Standing Committees shall be appointed every two years by the ACTRA National Executive taking into account the recommendations of the constituency affected by the work of the Committee.
4. All Standing Committees shall report regularly to the ACTRA National Executive through their appointed Executive Liaison.
5. Standing Committees do not have the authority to speak on behalf of ACTRA nor to bind it in any way, unless specifically authorized to do so by the ACTRA National President.
6. The general mandate of all Standing Committees shall be to examine issues related to a certain group of members or a particular issue of concern to performers. They shall have the power to recommend and request only. No motions passed by a Standing Committee are binding on ACTRA, the ACTRA National Executive or any Branch/Local Union.
7. Budgets of Standing Committees (if any) shall be administered by the ACTRA National Executive and the appropriate staff officers.
8. The ACTRA National Executive will ensure that there is reasonable regional and gender representation on any Standing Committee.
9. The Standing Committees of the ACTRA National Council are: Diversity, Women's, Stunt Performers.

BY-LAW NO. 15

RESPONSIBILITIES OF OFFICERS

1. National President

In accordance with Article 801 of the Constitution of ACTRA, the National President shall:

- a) act as spokesperson for ACTRA on matters relating to national and international policies of ACTRA;
- b) represent ACTRA on legislative, broadcasting, film, jurisdictional and bargaining issues which are of general concern to ACTRA;
- c) represent ACTRA before tribunals, commissions and committees in the presentation of policies and directives of ACTRA, specifically, in public hearings before agencies such as the CRTC, House of Commons Committees and other public bodies;
- d) represent ACTRA at national and international conferences, conventions and congresses at which ACTRA is present;
- e) chair meetings of the ACTRA National Council and Executive;
- f) act as an ex-officio member of all ACTRA Committees;
- g) meet with Branches/Local Unions on matters relating to ACTRA activity; and
- h) assign other officers, members of the ACTRA National Executive, and the National Executive Director to represent ACTRA.

2. National Vice-President

In accordance with Article 803 of the Constitution of ACTRA, the National Vice-President of ACTRA shall:

- a) act as the first assistant to the President;
- b) act for and on behalf of the President at the request of the President;
- c) act as the President in the absence of the President; and
- d) act as a liaison with the Standing Committees of ACTRA for the purpose of coordinating the work of the Committees and the Executive of ACTRA.

3. National Treasurer

In accordance with Article 802 of the Constitution of ACTRA, the National Treasurer shall:

- a) initiate and supervise fiscal policy in concert with the ACTRA National Executive and the ACTRA National Council;
- b) submit regular reports on the financial standing of ACTRA to the National Executive and an annual financial report to the Annual Meeting of the ACTRA National Council;
- c) together with the ACTRA National Executive, examine income and expenditures on an on-going basis to ensure adherence to the ACTRA budget;
- d) recommend action where restraints should be exercised to conform to the budget or where adjustments should be made to cover emergencies or priorities which the National Executive and/or Annual Meeting of the National Council may direct;
- e) conduct his/her responsibilities in consultation with the National Executive Director and other relevant ACTRA staff; and
- f) submit to the ACTRA National Councillors at their Annual Meeting the ACTRA National Executive's budget for the following year and the ACTRA National Treasurer's Annual Report, comprising statements of the past year's income and expenditures.

4. Signing Authorities

- a) The signing authorities of ACTRA shall be:
 - i) the ACTRA National President;
 - ii) the ACTRA National Treasurer;
 - iii) two (2) other assigned ACTRA National Councillors;
 - iv) the National Executive Director; and
 - v) one (1) other senior staff member.
- b) Not more than one signatory per cheque shall be a member of the ACTRA staff.

BY-LAW NO. 16 NATIONAL EXECUTIVE DIRECTOR

1. The National Executive Director shall conduct such affairs of ACTRA as outlined in his/her job description.
2. Such job description shall form an integral part of the National Executive Director's employment contract.

BY-LAW NO. 17 REFERENDUM PROCEDURES

Section I - Procedure

Whenever a national referendum vote is ordered by the ACTRA National Council or ACTRA National Executive on any question, including constitutional amendments as provided in the Constitution, the following shall be the procedure:

1. The National Executive Director shall notify all the Branch/Local Union Presidents and ACTRA National Councillors of an impending referendum vote together with details concerning the subject matter of the vote not later than twenty (20) days prior to the mailing to members of a ballot.
2. The purpose of this minimum twenty (20) day period of notice is to provide Branches/Local Unions time to arrange for membership meetings to discuss the matters upon which the members will be asked to vote.
3. After the expiry of the minimum twenty (20) day period the National Executive Director shall:
 - a) Prepare and mail a notice of referendum containing nothing more than the necessary information concerning the question to be decided together with a ballot.
 - b) The question shall be clearly stated in such a way so that the member may vote by marking an "X" or "check" opposite the word "Yes" or "No" or opposite one or two or more choices as the case may be.
 - c) The ballot shall only be sent to those members in good standing at the time of mailing.
 - d) Each ballot shall be accompanied by a notice informing the member of the latest date on which such ballot may be returned. Such notice may also be printed on the ballot itself.
 - e) The notice of referendum may state the recommendation of the ACTRA National Council or ACTRA National Executive with respect to the question and reasons for such recommendations.
 - f) The notice and ballot shall be mailed in a sealed envelope to each member in good standing at the last address the member has reported to ACTRA.
 - g) Each ballot shall be accompanied by a postage-paid self-addressed envelope provided by ACTRA.
 - h) Each ballot shall be mailed by the member so as to be received or be delivered to the office of the Scrutineer, not later than thirty (30) days from the date of mailing of ballots to members.
 - i) A plain envelope containing the ballot, marked "ballot" shall be inserted into a larger envelope on which the name and address of the Scrutineer shall be printed and on which the member shall be identified by the member's name and membership number.
 - j) The inclusion in the envelope of more than one ballot shall cause the ballots contained to be considered invalid. The Scrutineers will ensure that the individual identifying the voters will not also count the ballots on opening the envelopes.
 - k) The Scrutineer shall ensure that members who have voted are in good standing and shall cause a proper record to be kept of the number of ballots returned on or before the final date specified in the notice.
 - l) A member may deliver or cause to be delivered a ballot in the proper self-addressed envelope directly to the office of the Scrutineer prior to the close of regular business hours on the final voting day.

- m) Any member who attempts to influence or interfere with the Scrutineer shall be subject to discipline proceedings.
4. Within five (5) working days following the final date specified in the notice, the Scrutineer shall submit a report to the National Executive Director stating:
 - a) the number of ballots cast in the affirmative;
 - b) the number cast in the negative;
 - c) or, the number of ballots cast in favour of each alternative, as the case may be; and
 - d) the number of ballots spoiled.
 5. After being counted, the ballots shall be preserved by the Scrutineer for at least sixty (60) calendar days.
 6. The National Executive Director shall circulate to the membership the report of the Scrutineer.

Section II - Local Scrutineers

1. Other referenda shall be conducted in the form laid down in Section I, specifically Sections i), j) and k), but utilizing Scrutineers appointed from the membership by the ACTRA National Council, ACTRA National Executive, or Branch/Local Union Council or Executive concerned.
2. The Chief Returning Officer shall be appointed by the Branch/Local Union concerned.

Section III - Eligibility to Vote

1. All Agreements, Codes or Schedules negotiated or prescribed by the ACTRA National Council shall be subject to ratification by the members by referendum vote.
2. The eligibility for voting shall be determined in the following manner:
 - a) when the Insurance and Retirement Plans show that at the end of the second preceding month prior to the vote, a member in good standing has worked in the field covered by the Agreement within the previous three (3) year period, or
 - b) when a member in good standing has voluntarily registered on forms available in any Branch/Local Union office, the member's desire to vote on the Agreement, Code or Schedule indicated on the form.

A member who claims non-receipt of a ballot, may secure a new ballot from a Branch/Local Union office, together with an envelope for mailing the ballot to the Scrutineer.

3. Eligibility of Apprentice Members to Participate in Strike or Ratification Votes

Subject to Article 1102 of the Constitution, Apprentice Members who have provided proof satisfactory to ACTRA, that they have completed 3 professional engagements in a residual category under the applicable ACTRA Agreement during the term of the expiring or expired Agreement will have a right to cast a ballot in a Strike or Ratification Vote for the successor Agreement.

4. Eligibility of Apprentice Members working in Background Performer Roles to Participate in Strike or Ratification Votes

Subject to Article 1102 of the Constitution, an Apprentice Member will have a right to cast a ballot

in a Strike or Ratification Vote for the successor Agreement, provided that he or she submits proof satisfactory to ACTRA, that they have worked in Background roles for at least 8 work days per year for each year of the term of the applicable ACTRA Agreement that is expiring or has expired, while they were an Apprentice Member.

5. Eligibility of ACTRA Additional Background Performers to Participate in Strike or Ratification Votes

Subject to Article 1102 of the Constitution, an ACTRA Additional Background Performer who meets the voter eligibility requirements under 7 b. of Appendix D of the By-Laws, will have a right to cast a ballot in a Strike or Ratification Vote for the successor Agreement.

Cross Ref. Con. Article 11

BY-LAW NO. 18

REVENUE, FISCAL YEAR AND BUDGET

Section I - Sources of Revenue

1. The revenue of ACTRA shall be derived from:
 - a) per capita payments of two hundred and thirty-seven dollars and fifty cents (\$237.50), for Full Members, one hundred eighteen dollars and seventy-five cents (\$118.75) for Full Senior Members, zero dollars (\$0) for Full Life Members, received from the Branches/Local Unions plus an additional amount for information services, based on a membership audit conducted on the last day of February of the preceding fiscal year;
 - b) per capita of seventy-five dollars (\$75.00) for Apprentice Members received from the Branches/Local Unions with over one hundred (100) Apprentice Members based on a membership audit conducted on the last day of February of the preceding fiscal year;
 - c) per capita of thirty dollars (\$30.00) for each ACTRA Additional Background Performer, received from the Branches/Local Unions with over one hundred (100) ACTRA Additional Background Performer Members based on a membership audit conducted on the last day of February of the preceding fiscal year.
2. Branches/Local Union's income shall be derived from initiation fees, membership dues, reinstatement fees, contract service fees, service charges, work permit and waiver permit fees, franchise fees, stewards' fees, fines, assessments, administration fees, etc., as provided in the Constitution and ACTRA By-Laws or otherwise provided by motion of the ACTRA National Council.
3. A Branch Contract will be struck between ACTRA and each Branch/Local Union specifying the obligations and responsibilities the parties have towards each other, including the services that each provide to each other and the membership.

Cross Ref. Con. 506

Section II - Fiscal Year

The fiscal year of ACTRA and the Branches/Local Unions shall end on the last day of February of each year.

BY-LAW NO. 19

TRANSFER PAYMENT FORMULA

The ACTRA National Treasurer and ACTRA National Executive shall base the transfer payment on the annual deficit/surplus of each Branch/Local Union, based on the preceding year's financial statements, and applying the funding formula calculation which is described below.

1. The Branch/Local Union must earn an income of not less than twenty-five percent (25%) of direct Branch/Local Union expenses in order to receive a transfer payment to provide a guarantee of minimum service by that Branch/Local Union for performer members.
2. The transfer payment may not exceed one hundred percent (100%) of the value of the compensation package of the Local Branch Representative.
3. The transfer payment will be payable monthly.
4. Where there is an accumulated surplus in a Branch equal to, or in excess of, a Branch Representative's compensation package, it shall be applied to eliminate or reduce an annual Branch deficit before triggering a transfer payment.

Cross Ref. Con. 501 & 511

BY-LAW NO. 20

ACTRA POLICY REGARDING REPRESENTATION AT INTERNATIONAL MEETINGS HELD OUTSIDE CANADA

1. Attendance shall be limited to two ACTRA representatives at international meetings or conferences of organizations to which ACTRA is affiliated or otherwise participates.
2. As a matter of normal procedure, the ACTRA National President and the ACTRA National Executive Director shall represent ACTRA.
3. Should the necessity arise, alternate representation shall be by decision of the ACTRA National Council or National Executive.
4. Where additional representation is deemed desirable, and provided it is possible for ACTRA to raise funds to cover the increased travel and other cost, ACTRA may authorize additional representatives.

BY-LAW NO. 21

DISPUTE RESOLUTION MECHANISM

1. The National Council shall at its Annual General Meeting appoint an independent outside Arbitrator who may be called upon to arbitrate any dispute between ACTRA and its Branches/Local Unions or between Branches/Local Unions.
2. Joint Committee: In the event of a dispute between the Branch/Local Union and ACTRA, a Joint Committee shall be established. The Joint Committee shall have the power to investigate the matters in dispute and recommend a resolution of the dispute.
3. The Joint Committee shall be composed of:

- a) two members of ACTRA, elected or appointed by ACTRA; and
 - b) two members of the Branch/Local Union Council or Executive, elected or appointed by the affected Branch/Local Union.
4. The Joint Committee shall establish its own practice and procedure but shall operate fairly and give full opportunity to the parties to a dispute to present evidence and make submissions.
5. All costs of the Joint Committee shall be borne equally by the parties.
6. All conclusions and recommendations of the members of the Joint Committee shall be in writing and given to the parties to the dispute.
7. a) For the purposes of this section, a recommendation which is unanimous or which is accepted by the parties to the dispute shall constitute a decision and shall resolve the dispute in the manner proposed by the recommendation.
- b) Such decision shall be final and binding on the parties to the dispute.
- c) A recommendation of the majority of the Joint Committee may be referred by either party to the Arbitrator for final and binding resolution. Notice of intention to refer must be given within ten (10) days of the date of receipt by the parties of the recommendations of the members of the Joint Committee. In the event no notice of intention to proceed is given, the recommendation of the majority of the members of the Joint Committee shall be the decision of the Committee and shall be final and binding on all parties to the dispute, unless otherwise agreed by those parties.
- d) If there is no recommendation of the Joint Committee that receives the support of the majority of its members, the dispute shall be referred to the Arbitrator for final and binding resolution.
- e) The Arbitrator shall determine his/her own practice and procedure but shall act fairly and give full opportunity to the parties to the dispute to present evidence and make submissions. The arbitration decision shall be in writing and a copy shall be given to each party to the dispute.
8. Special Investigations
- a) In the event that the Branch/Local Union, its officers, members, or any person acting on their behalf:
- i) engages in corruption or financial malpractice, or mismanagement in relation to any funds, assets, or property of the Branch/Local Union; or
 - ii) engages in any activity which would adversely affect the bargaining rights held by the Branch/Local Union or ACTRA and enjoyed by its members; or
 - iii) engages in any activity which is contrary to the aims and objectives of the Branch/Local Union or ACTRA and causes detriment to the rights held by members of the Branch/Local Union or ACTRA
- the Arbitrator shall have the power, upon receipt of evidence of such acts, to initiate a special investigation.
- b) Upon initiating an investigation, the Arbitrator may appoint a person to act as custodian of the assets, funds, or property of the Branch/Local Union.

- i) This person shall safeguard the bargaining rights held by the affected party, so that its members' rights may be fully protected pending a final decision as to whether to impose a trusteeship.
 - ii) In the notice of appointment, the Arbitrator shall give such instructions and authority to the person as he/she deems necessary to achieve the above.
- c) In the event the Arbitrator appoints a custodian, such appointment must be confirmed in writing within three (3) working days, and he/she shall deliver to the Branch Council or Executive of the Local Union, the ACTRA National Council, and to any member whose conduct is the subject matter of the complaint, a notice:
- i) outlining the allegations which gave rise to the complaint;
 - ii) appointing a custodian, if any; and
 - iii) setting a hearing into whether a trusteeship should be imposed.
- d) A panel shall be appointed by the parties and the Arbitrator, pursuant to 9 below, within ten (10) working days of the above notice and such panel shall meet within twenty-one (21) days to hear and adjudicate the complaint. These time limits shall be strictly enforced.
9. a) i) A hearing shall be conducted before a hearing panel consisting of three persons: one appointed by the Branch/Local Union, one by ACTRA, and a chairperson agreed by the first two appointees.
- ii) In the event there is no agreement, or in the event the Branch/Local Union or ACTRA cannot appoint the nominee, the Arbitrator shall appoint the chairperson and otherwise fill the vacant positions.
- b) All members named in the allegation shall have the right, in person or through his/her representative (who shall be a member in good standing), to be present at the hearing, and shall have the right to examine and cross-examine all witnesses and to present evidence to defend himself/herself against the allegations.
- c) The hearing panel shall determine its own practice and procedure, but at all times conform with the rules of natural justice.
10. Upon rendering a decision that a trustee shall be appointed, the hearing panel shall appoint a trustee who shall be empowered to:
- a) Take full charge of the affairs of the Branch/Local Union to remove any and all officers or agents, and appoint temporary officers or agents during the trusteeship and to take such other actions as in their judgement is necessary for the preservation of the Branch/Local Union and their interests.
 - b) Demand and receive the charter and all funds, assets or property, books and records of the membership being held by the Branch/Local Union. In the event the party affected refuses to turn over its funds, assets, property, books and records to the trustee, the trustee is empowered to institute appropriate legal proceedings to recover the same.
 - c) Cause the financial records of the Branch/Local Union to be audited as of the date of the commencement of the trusteeship, and to transmit such audit to the Arbitrator.
11. The hearing panel shall reconvene every thirty (30) days to review the status of the trusteeship and to hear submissions and receive evidence in respect to the same. The hearing panel shall report to the Arbitrator its conclusions about the general state of affairs of the Branch/Local Union and

about any and all actions the trustee has taken in relation to the trusteeship at the conclusion of each review.

12. The trusteeship may be ended at any time by the hearing panel, which shall have the power to attach conditions, including the holding of an election of officers, the ordering of an audit, or any other conditions as it deems advisable.
13. All decisions of the Arbitrator, the custodian, and the hearing panel shall be in writing and a copy shall be provided to all interested parties.
14. The Arbitrator shall determine who shall bear costs in relation to a special investigation.

Cross Ref. Con. 507

APPENDIX A - THE KELLEHER DOCUMENT

IN THE MATTER OF A PROPOSED AGREEMENT

BETWEEN:

THE ACTRA PERFORMERS GUILD

("APG")

AND:

ACTRA B C

("ACTRA B.C.")

AND:

UNION OF B.C. PERFORMERS

("UBCP")

REPORT OF RECOMMENDATIONS OF

STEPHEN KELLEHER Q.C.

January 26, 1996

I

On July 27, 1995, some six months ago, I agreed to meet with representatives of APG, ACTRA B.C. and UBCP to facilitate an agreement to bring to an end the rivalry between two trade unions. representing the acting profession in British Columbia.

Since that time I have had many many meetings with representatives and legal counsel for the parties. A number of suggestions have been made. We have reviewed a large number of difficult issues. Although we reached consensus on a number of issues, I concluded some time ago that a negotiated agreement was not achievable. But in light of the significant investment of time and money, I thought it appropriate to make recommendations to the parties. They are attached, as Appendix "A" to this report.

I appreciate these Recommendations do not fully meet the expectations of any of the parties. They represent my view of what is reasonably achievable. They represent an opportunity to end the competition between the two organizations and to go forward as one united organization representing the acting profession in British Columbia.

I have very much appreciated the, assistance of the parties' representatives and their willingness to meet on short notice. I have also benefited from their patience in explaining a very complex industry.

II

I wish to explain some of the recommendations, particularly those which have changed since the previous draft.

V. STAFF

The provisions regarding staff reflect the fact that the employees in ACTRA B.C.'s office are technically employees of APG.

VI INTERIM PERIOD

The provisions regarding the interim executive board arise from our discussions of January 11, 1996. While I appreciate UBCP's concerns, I conclude this is a sensible way to administer UBCP in the interim. Jim Dorsey is a former Vice-Chair of the Canada Labour Relations Board and former Chair of the Workers' Compensation Board of B.C. Board of Governors. He is experienced in internal trade-union matters.

VII ASSETS AND LIABILITIES

Ms. Moore suggested that the UBCP would retain its assets in the unlikely event that an independent union were re-established. In the first place, this Agreement does not contemplate such an event. That is the whole purpose of the Agreement. There are, however, entirely unforeseeable events which could occur. One is the insolvency of APG. Another is an agreement between APG and UBCP to go their separate ways. I do not think there should be an automatic transfer of assets to APG. I have addressed this in Article XI, APG Constitution, Section 3.

IX. COLLECTIVE BARGAINING

Mr. DeFilippi referred to the vagueness of the phrase "in any significant way" in the section on collective bargaining. That phrase was used because it was agreeable to all three parties.

A. INSURANCE AND RETIREMENT

Mr. DeFilippi has expressed concern in his January 18, 1996, letter that these Insurance and Retirement proposals would result in insuperable administrative problems. There are also special considerations in light of the fact that these are trust funds. While I appreciate these concerns, I am by no means persuaded that this cannot be done. I have concluded, however, that we should accommodate the possibility that a change may be necessary by giving the Dispute Resolution procedure (i.e., me) the power to amend Article X to the extent necessary to accommodate legal impediments.

GENERAL COMMENTS

Because of the difficult relationship between the parties over the past several years, it is natural to find areas of potential difficulty in these Recommendations. For that reason I have included comprehensive dispute resolution procedures. In my view, the good will and solidarity

which should accompany the implementation of these recommendations will render these procedures largely unnecessary.

Mr. Defilippi's letter of January 18, 1996, refers to the need for a "formal, comprehensive, final and binding agreement" between the parties. He suggests that the Recommendations do not permit "effective consideration" by the APG National Council.

I respectfully disagree. This process has been going on for a very long time at considerable expense to all. It is time to decide whether to have UBCP become a local union of APG. The recommendations that have been drafted are the result of considerable discussion and a large measure of consensus. In light of the history of these parties' relationship, the present process is the only possible way to achieve consensus.

It would be useful for ACTRA BC and UBCP to exchange both membership lists and staff seniority lists before ratification. The most sensible approach would be to send them to me. I will release them to the other party only when I have received the same documents from it.

All of which is respectfully submitted this 26th day of January, 1996.



STEPHEN KELLEHER, Q.C.

STEPHEN KELLEHER, Q.C.

APPENDIX A RECOMMENDATIONS

I. RATIFICATION

1. These proposals will be placed before the APG National Council and before the membership of UBCP and ACTRA B.C.
2. If a majority of all three bodies vote in favour of the proposals, the result will be an agreement binding on all three parties.
3. The Agreement will take effect on the date that the Recommendations have been ratified by all three organizations. This is the "Effective Date".

II. LOCAL UNION

On the Effective Date,

- (a) UBCP will become a local union of APG within the meaning of Article 5.05 of the APG Constitution.
- (b) The annual per capita payment by UBCP to APG shall be the amount determined by the APG National Council payable by all branches or local union members of the APG, presently \$155.00.
- (c) ACTRA B.C. will be wound up in accordance with its constitution and bylaws. The majority vote of the members of ACTRA B.C. in favour of this Agreement constitutes a petition by the members to wind up ACTRA B.C.
- (d) The jurisdiction held by ACTRA B.C. shall henceforth be held by UBCP.
- (e) UBCP will apply to the Labour Relations Board of British Columbia for successor status in respect of any collective agreements to which ACTRA B.C. is a party and any certifications held by ACTRA B.C. The other parties to this Agreement will consent to such applications.

- (f) APG will not create another local within British Columbia with the same jurisdiction.

- (g) Not later than ninety days after the election of a new executive pursuant to Article IV a mail referendum will be conducted to determine whether the members of UBCP wish to change the name of the Union. If the members favour a change, UBCP shall take steps to determine what name is favoured by the membership and implement that change.

III. AFFILIATION

1. UBCP agrees to terminate its Affiliation Agreement with Teamsters Canada dated October 25, 1994. UBCP will, within 24 hours of the Effective Date of this Agreement, give written notice to Teamsters Canada to unilaterally cancel the Agreement. A copy of this notice will be sent to Stephen Kelleher, Q.C.

2. UBCP will make every reasonable effort to reach agreement with Teamsters Canada to abridge the 90 day mediation period and 30 day notice period required by the Affiliation Agreement.

3. UBCP agrees not to enter into any new merger or affiliation with a third party. APG agrees that if it proposes to merge or affiliate with another organization, it will not be effective until it has been approved by UBCP.

IV. ELECTIONS

1. All elected officers or executive members of UBCP will be deemed to have resigned on the Effective Date. The three National Councillors of APG elected from the Province of British Columbia will be deemed to have resigned on the Effective Date.

2. A new election will be conducted as soon thereafter as possible.

3. The election will be conducted by mail ballot.

4. Eligibility for voting in the election will be based on the membership criteria in Article VIII of this Agreement.

5. The Executive of UBCP shall consist of the positions President, Vice-President, Secretary, Treasurer, four Members- at-Large and two Alternates. Elections will be conducted for all Executive positions. The President, Treasurer and one member at large shall serve as National Councillors.
6. The President, Treasurer and two Members-at-Large will be elected to serve a two year term.
7. The Vice-President and Secretary, two Members-at-Large, and two Alternates will be elected for an initial term of one year. Subsequent elections will be for a two year term.

V. STAFF

1. The staff of ACTRA B.C. and of UBCP will be merged. They will become employees of UBCP. This process shall begin on the Effective Date.
2. The parties to this Agreement agree to the principle of dovetailing of the two seniority lists, of employees of UBCP and employees of APG working for ACTRA BC so that the seniority of an employee will be based on length of continuous service in the ACTRA BC or UBCP bargaining unit, as the case may be.
3. The parties agree to be bound by a representation Vote between Teamsters Local 155 and Canadian Auto Workers Local 3000.
4. Any issue of seniority and qualifications to perform the available work will be resolved between UBCP and the trade union representing the employees.
5. The Executive of UBCP will, as soon as possible after the elections, select such persons to fill excluded positions as it deems appropriate.

VI. INTERIM PERIOD

1. During the period between the Effective Date and the election of a new Executive, UBCP's affairs shall be conducted by an interim executive board.
2. The interim executive board will consist of two persons appointed by UBCP and two persons

appointed by ACTRA B.C.

3. Any dispute resulting in a deadlock among the interim executive board will be referred to James Dorsey, Barrister & Solicitor, who shall confer with the interim executive board and make a binding decision.
4. The interim executive board will look into telephone and office equipment leased to ACTRA B.C. with a view to determining what equipment can be used by UBCP and what leases can be assumed by UBCP; what leases can be terminated early; and fair and equitable contribution, if any, could be made by UBCP.

VII. ASSETS AND LIABILITIES

1. The UBCP, The UBCP Members' Benefits Trust and the UBCP General Welfare Trust retain their assets and do not, by this Agreement, assume any of the liabilities of APG.
2. UBCP acquires no liabilities or duties of ACTRA B.C. except those acquired pursuant to Section 37 of the Labour Relations Code.
3. APG and ACTRA Fraternal Benefits Society retain their assets and do not, by this Agreement, assume any of the liabilities of UBCP or the UBCP Member Benefits Trust or the UBCP General Welfare Trust.
4. The assets of ACTRA B.C. will, be disposed of in accordance with its constitution and bylaws.

VIII. MEMBERSHIP

1. The membership of UBCP shall consist of:
 - (a) All persons who are, on the Effective Date, members of both APG or ACTRA B.C. and UBCP;
 - (b) All persons who were, on March 1, 1995, and are, on the Effective Date, members of either ACTRA B.C. or UBCP; and
 - (c) All persons who are determined to be members pursuant to Section 2, below.
2. The eligibility of any person who became a member of UBCP or ACTRA B.C. after March 1,

1995, will be decided by a committee of four persons, two appointed by ACTRA B.C. and two appointed by UBCP. Any deadlock in this committee will be resolved pursuant to Article XIII.

3. Notwithstanding Section 2, if the eligibility of fewer than 25 persons is in dispute, the persons shall be considered members of UBCP.
4. Persons who are at the Effective Date in good standing with either ACTRA B.C. or UBCP but under suspension or on withdrawal from UBCP or ACTRA B.C. respectively will be deemed to be a member in good standing of UBCP. A person who is under suspension or on withdrawal from both ACTRA B.C. and UBCP shall maintain that status and be on suspension or on withdrawal from UBCP.

IX. COLLECTIVE BARGAINING

1. UBCP will, fully participate in national collective bargaining and in the formulation of national bargaining, strategies.
2. Collective bargaining in the Province will be conducted by UBCP. In conducting collective bargaining UBCP agrees that it will not undermine the terms of the Independent Production Agreement in any significant way.
3. Any dispute as to whether the Independent Production Agreement has been undermined in any significant way within the meaning of Section 2 will be resolved in accordance with Article X, Dispute Resolution.
4. Commercial Agreements UBCP will apply the National Commercial Agreement to all national signatories who produce commercials in the province of British Columbia. Notwithstanding the above, UBCP may negotiate a local B.C. collective agreement for "made in-played in" commercials produced in B.C., for airing in B.C., the terms of which will be no less than those contained in Addendum No. 1 to the Commercial Agreement. With respect to non-signatories to the National Commercial Agreement, UBCP may develop a "BC Commercial Agreement" the terms of which will be substantially similar to the National Agreement but which may include a less complicated format, including more streamlined procedures and administrative procedures which are different from those in the National, Agreement. UBCP will receive the revenue generated by Commercial Agreements.
5. When an employer is covered by the Canada Labour Code and is subject to a collective agreement bargaining by APG covering a national bargaining unit, the collective agreement shall continue to be in force in the Province of British Columbia. The Agreement will be

administered by UBCP. Revenue from the Agreement will go to UBCP.

6. The newly elected Executive will decide what position to take in proceedings at the Labour Relations Board of B.C. pursuant to Section 41 of the Labour Relations Code of B.C.

X. INSURANCE AND RETIREMENT

1. All members of UBCP will have the one-time right to direct that contributions made pursuant to collective agreements on behalf of members for insurance and retirement will be forwarded either to ACTRA Fraternal Benefit Society or to UBCP. UBCP shall ensure that this election is made within 90 days of the Effective Date.
2. If an Employer is required by a collective agreement to forward the remittances to ACTRA Fraternal Benefit Society or UBCP, the ACTRA Fraternal Benefit Society or the UBCP will honour the election made by the member pursuant to paragraph 1.
3. Non-member remittances (also sometimes referred to as Equalization Payments) will be forwarded to ACTRA Fraternal Benefit Society or to the UBCP based on the proportion of UBCP members who have elected to have contributions forwarded to ACTRA Fraternal Benefit Society and the UBCP. For example, if 51 per cent of UBCP members elect to have contributions forwarded to UBCP Members' Benefit Trust, 51 per cent of future non-member remittances will be forwarded to UBCP.
4. If there is a dispute regarding the implementation of this provision, and Mr. Kelleher is satisfied that there are legal impediments to its implementation, he shall have the power to amend the provision to the extent necessary to permit implementation.

XI. APG CONSTITUTION

1. Except as provided in this Agreement, on the Effective Date, UBCP will be bound by the Constitution and Bylaws of APG as a Local Union of APG. In the case of any conflict between this Agreement and the APG Constitution, this Agreement shall govern.
2. UBCP will make the necessary changes to its Constitution and Bylaws to reflect the terms of this Agreement.
3. Notwithstanding Article VII of the APG Constitution, if UBCP ceases to exist as a local of APG the disposition of its properties and assets shall be determined pursuant to Article XII,

Dispute Resolution.

XII. DISPUTE RESOLUTION

1. Any dispute between UBCP and APG, including a dispute over whether a by-law of UBCP is inconsistent with the APG Constitution, will be resolved in the following way: either party may refer a dispute or disagreement to Vincent L. Ready who will investigate the matter on an expedited basis and make a final and binding decision. Mr. Ready has the power to determine his own procedure. It is agreed that the decision will constitute a decision or award within the meaning of the Commercial Arbitration Act and may be enforced as such. Mr. Ready will have the option of seeking a mediated settlement. Pursuant to Section 22 of the Commercial Arbitration Act, the parties agree that the Rules of the Commercial Arbitration Centre do not apply to proceedings pursuant to this provision.
2. APG shall not place UBCP in trusteeship unless it establishes to the satisfaction of Vincent L. Ready that there is reasonable cause for taking such action.
3. Mr. Ready will have the power to direct a party to do any thing for the purpose of complying with this Agreement and to direct a party to refrain from doing any thing that is contrary to this Agreement.
4. The fees and expenses of Mr. Ready in a dispute pursuant to Section 1 will be shared equally by the UBCP and APG.. Mr. Ready's fees and expenses in respect of an application under Section 3 shall be payable by APG.

XIII. IMPLEMENTATION DISPUTES RESOLUTION PROCEDURE

1. Any dispute concerning the implementation, interpretation, application or an alleged breach of this Agreement may be referred by UBCP or APG to Stephen Kelleher, Q.C. for a final and binding determination.
2. Mr. Kelleher has the power to determine his own procedure including the power to engage in a process of mediation. Any resolution or determination by Kelleher will be final and binding. It will constitute a decision or award within the meaning of the Commercial Arbitration Act. Pursuant to Section 22 of the Commercial Arbitration Act, the parties agree that the Rules of the Commercial Arbitration Centre do not apply to proceedings pursuant to this provision.
3. Mr. Kelleher will have the power to direct a party to do anything for the purpose of complying with this Agreement and to direct a party to refrain from doing any thing that is contrary to this Agreement.
4. Mr. Kelleher's fees and expenses shall be borne equally by UBCP and APG.

XIV. TERMINATION

1. This Agreement will be terminated if,
 - (a) the parties so agree ; or
 - (b) Vincent L. Ready determines that termination is appropriate.

APPENDIX B - A NEW LOOK AT GENDER PARITY

Objective

To achieve Gender Parity on all ACTRA committees including the ACTRA National Council, the ACTRA National Executive, Branch Councils, negotiating teams, etc.

Note: Certain committees will be exempt from the Gender Parity requirements. These will include committees of a short-term, utilitarian nature addressing specific administrative questions (e.g. search for new office space or purchasing of office equipment); and of special interest groups where the constituency may be unbalanced (e.g. committees of sportscasters, women's committees, etc.).

Background

Traditionally there have been many women involved at all political levels in ACTRA. Perhaps this is because, also traditionally, women in the performing arts have been independent, free-thinking, strong-spirited and, like many artists, politically aware and active. However, at no time have the women in ACTRA been represented in numbers equal to their percentage in the overall membership (43%) and in the general population (52%).

ACTRA has been a leader in the struggle for improving the status of the woman artist, and for this we must collectively take credit. In bargaining, in lobbying, in public education and in our research studies, ACTRA has tackled the specific problems faced by women members. Often we have been the first organization or union to do so, and we have influenced other groups to become active in this respect.

We have made great gains. Our agreements now contain non-discrimination and harassment clauses. We have initiated studies and worked with the advertising industry to encourage them to change their portrayal of women and girls in order to better reflect today's society in their advertisements. We have successfully lobbied the CRTC for sex-role stereotyping guidelines. We have publicized the failings of particular broadcasters to use women equally with men in on-air positions and to appoint women to senior management positions and we have seen a dramatic increase in the number of female news anchors all across North America.

But in our efforts to get the outside world in order, we have neglected our own internal workings.

In 1986, the ACTRA Board of Directors, representing all three Guilds, voted unanimously to approve a policy of Gender Parity for the organization. In 1988, when the organization underwent a substantial restructuring, the Gender Parity Policy was a significant part of that change. However, when the organization re-structured once more in 1992, the Policy was forgotten.

This undermines ACTRA's principle of equal treatment for all members. Not only that, it weakens our public efforts. How can we tell the broadcasters they must hire more women in senior management when we have just 8 women on a Council of 25?

We need to take full advantage of our most precious resource - the time, energy and concern of our members.

Action Required

The ACTRA National Council commits itself to the principle of gender parity and to immediately initiate a program for its implementation in ACTRA.

There is no question that voluntary action is the preferred method of achieving this goal. In fact, if genuine efforts are made, it can probably be assumed that no further action is required as a realistic and genuine level of participation by women will have been achieved.

We recognize that a balance of men and women on all committees is a compelling criteria for the selection in the same way that regional representation is considered appropriate criteria once the primary requirements of knowledge and expertise have first been achieved.

We recognize that the composition of a number of ACTRA bodies is determined by the Constitution and by elections and that immediate gender parity cannot be achieved in such bodies. In situations where there is, for example, only one elected ACTRA Councillor from a branch or region we cannot refuse to allow a man or woman to run for a second term because "it is time we had one of the other sex". Elections such as these will proceed as they have always done. More time and new elections are required to arrive at a reasonable balance of the sexes over time.

Immediate Action

There are several areas where gender parity can be implemented immediately and these are committees or delegations where there are no formal requirements for the constitution of the committee or delegation.

Note: In these areas, gender parity requirements apply to members, not staff.

1. Negotiations

- a) Appointments to all future negotiating committees will be made with gender parity as a priority consideration.
- b) All national grievance or Joint Standing Committees will have gender parity except in instances where the grievors comprise the committee.

2. Policy Bodies

All national policy committees will have gender parity . The ACTRA National Executive may make additional appointments to policy committees to ensure gender parity.

3. Formal Public Representation

For ACTRA meetings with government ministers, the CRTC, House of Commons Committees, the Canadian Conference of the Arts, the Canadian Labour Congress, and other such organizations, the ACTRA National Executive will ensure gender parity among the ACTRA delegation.

4. ACTRA Committees

Any vacancies which arise on existing ACTRA/National Executive committees prior to the next elections, should be filled on the basis of gender parity, where regional or branch representation is also considered. Appointments to new committees will be made on the same basis. It is understood that these bodies will have the power to co-opt when necessary.

Mid Term Action

To encourage women to become involved in ACTRA, a variety of programs must be put into place. We believe that an endorsement of the concept of gender parity must include endorsement of the following types of programs:

1. ACTRA and the Branches must determine their own time-tables for achieving gender parity by the year 2000. They should submit annual reports to the ACTRA National Executive on their progress. This is strictly to identify problems in any areas and allow ACTRA/Branches to adjust the internal timetable accordingly.

The reporting mechanism will allow the ACTRA National Executive to monitor not only the progress being made, but also the feasibility of the implementation strategy and alter, modify, exempt, or otherwise make such changes as are deemed necessary to arrive at a workable solution. It may be that there are an insufficient number of women in a certain region for example, or a lack of women in a certain work category (sportscaster for example) or a lack of interested women.

At no time should the quality of service to the membership suffer and for this reason regular updates of actions and initiatives are essential. However, similar to the current method of determining whether or not to issue a work permit, evidence must be shown that substantial and legitimate efforts have been made.

The ACTRA National Executive will provide full reports to the ACTRA National Council at the annual meetings.

2. All Branches must be encouraged to create active Women's Committees to work in liaison with the National ACTRA Women's Committee.
3. All ACTRA educational materials should include information about the specific problems faced by women members.
4. Existing pamphlets dealing with women's issues should be regularly updated and made available to the membership. The ACTRA National Executive and the NAWC should design and print a specific pamphlet for those just entering the industry and for distribution to theatre schools etc. Young women are the most vulnerable.
5. The specifics of this policy should be distributed to all Branches and Committees.
6. The next issue of Inter-ACTRA News should feature, as the cover story, an article discussing the issue and informing the members of the gender parity policy.
7. Women must be actively recruited to run for all levels of office in all regions.
8. Membership meetings should be "child friendly" in order to encourage women members to participate in ACTRA activities. It is recommended that the ACTRA National Executive examine ways in which they might assist the Branches/Local Unions in achieving this.

Long Term Action

Ultimately, policies for gender parity should not have to exist for enough qualified women will eventually run for enough offices and be elected.

With a commitment to gender parity at all levels of ACTRA, including the ACTRA National Council and the Branches we are convinced that gender parity will be achieved by the means outlined above.

If by 2000 there is no statistical change (or very little) then the ACTRA National Executive must examine the data received and begin the process of determining what other programs must be put in place to address the problem. Issue of consideration might be whether or not a uniform policy works as well for the smaller branches as it does for the larger ones, are the changing demographics of our society contributing to the problem, etc.

APPENDIX C - DECLINE OF AUTHORIZATION TO USE PHOTO



To: ACTRA

Re: Decline of Authorization to Use Photo

I, _____
(please print name and member number)

hereby state that ACTRA is NOT authorized to use my photographic image in the following manner:

- the promotion of ACTRA, its policies and activities;
- any other legitimate use that advances the interests of ACTRA and its membership, even if such specific use is approved in advance by the ACTRA National Council.

Date: _____

(Witness signature)

(ACTRA member signature)

Please return this form to your local ACTRA office if you do not wish your photo to be used in the manner specified.

APPENDIX D - ACTRA ADDITIONAL BACKGROUND PERFORMER RULES AND REGULATIONS

1. Definition

An ACTRA Additional Background Performer Member (“ACTRA Additional Background Performer”) is defined in Article 305 f. of the Constitution as follows: a Performer (other than a Full or Apprentice Member) who intends to work in Background roles and is admitted into ACTRA membership in accordance with the terms set out in this *Appendix D* to the By-Laws. Nothing herein shall prevent an ACTRA Additional Background Performer from applying to become a Full or Apprentice Member provided he or she independently satisfies the applicable requirements set out in the ACTRA Constitution and By-laws.

2. Application of Constitution & By-Laws

The rules and regulations in this Appendix to the By-Laws shall apply only to ACTRA Additional Background Performers, shall specifically define the rights and obligations of ACTRA Additional Background Performers and shall supersede the other provisions in the Constitution and By-Laws, where there is a conflict. Otherwise an ACTRA Additional Background Performer shall be subject to and shall observe and abide by: all the obligations of a professional Performer, the ACTRA Constitution and the By-Laws, specifically including but not limited to Article 404 of the Constitution (“Work Rules and Ethics”).

3. Rights of an ACTRA Additional Background Performer

An ACTRA Additional Background Performer shall be entitled to all applicable rights and be subject to all applicable obligations provided in the applicable collective agreement negotiated by ACTRA, but shall not be entitled to any benefits under the ACTRA Insurance and Retirement Plan or the like, other than those accorded a Work Permittee.

4. Qualifications

- a) In order to be eligible for ACTRA Additional Background Performer membership, a person must:
 - i) have worked as a Background Performer for at least 24 work days within the 12 months immediately preceding the Application date and provide proof thereof, satisfactory to the ACTRA Branch\Local. In this Appendix “work days” shall mean full work days.
 - ii) successfully complete an orientation course, or the like, acceptable to the Branch\Local.
- b) An ACTRA Additional Background Performer who does not work at least 15 work days as a Background Performer during a period of 12 consecutive months before the expiry date on their ACTRA Additional Background Performer Membership card, shall lose their status as an ACTRA Additional Background Performer for all purposes, and shall not be readmitted as an ACTRA Additional Background Performer unless they fulfill the qualifications in sub-section 4. a)

5. **Application Process, Initiation and Annual Fees**

An ACTRA Additional Background Performer shall complete an Application Form for ACTRA Additional Background Performers and shall pay an initiation fee of \$75.00 and annual fees of \$30.00 per year.

6. **Membership Dues**

The membership dues for an ACTRA Additional Background Performer shall be 2.0% of such ACTRA Additional Background Performer's gross fees earned in the jurisdiction of ACTRA. The membership dues shall be payable to the ACTRA Branch/Local Union.

7. **Eligibility to Vote**

- a) Subject to Article 1102 of the ACTRA Constitution and to the provisions of para. 5 of Section III By-Law 17, an ACTRA Additional Background Performer shall not be entitled to voting rights in ACTRA save and except as specifically provided herein, but may, if accorded such a right by the applicable Branch/Local Union By-Laws, attend Branch/Local Union meetings with voice but no vote.
- b) Notwithstanding the provisions of Section III of By-Law 17 each ACTRA Additional Background Performer, who fulfills the following requirement, shall be entitled to cast a ballot in a Strike or Ratification Vote of an ACTRA Collective Agreement which applies to ACTRA Additional Background Performers:
 - i) an ACTRA Additional Background Performer must provide proof, satisfactory to the ACTRA Branch\Local, that he or she has worked in Background roles for at least 15 work days per year for each year of the term of the applicable ACTRA Agreement that is about to expire or has expired. Work days which were utilized by an ACTRA Additional Background Performer for the purpose of gaining status as an ACTRA Additional Background Performer, shall not be counted as work days for the purposes of determining eligibility to vote.

For purposes of illustration, if the expired or expiring Agreement had a term of 3 years, an ACTRA Additional Background Performer must have worked for at least 45 work days in Background roles under the terms of the expired or expiring Agreement in order to be eligible to vote. (See para. 5 of Section III of By-Law 17).

- ii) if a person has been an ACTRA Additional Background Performer for a period that is less than the term of the expiring or expired Agreement, the above noted requirement shall be adjusted to take into account the number of months a person has been an ACTRA Additional Background Performer.

For purposes of illustration, if the expired or expiring Agreement had a term of 3 years (36 months) and the ACTRA Additional Background Performer was a member for 15 months, the ACTRA Additional Background Performer must have worked for at least 19 work days in Background roles ($15/36 \times 45 = 19$) in order to be eligible to vote.

8. **The ACTRA Additional Background Performer Caucus**

- a) Each ACTRA Branch\Local Union may establish an ACTRA Additional Background Performer Caucus or the like. All ACTRA Additional Background Performers will have the right to participate in the election of an Additional Background Performer Caucus Executive which shall be composed of, at a minimum, a Chair, Vice Chair and Secretary, with roles appropriate to their position. There shall be elections for the members of the

- Executive on an annual or bi-annual basis, at the option of the Branch\Local.
- b) All ACTRA Additional Background Performers in good standing at the time of the Vote, shall be eligible for election to the Caucus Executive. The Branch\Local Union President and Executive Director (or equivalent) or their designates shall be *ex officio* members of the Caucus Executive.
 - c) An ACTRA Branch\Local Union may, through its By-Laws, establish additional rules for the composition and election of the Additional Background Performer Caucus Executive, to provide for:
 - i) the expansion of the Executive to include other officers;
 - ii) the term of office for each member of the Executive;
 - iii) the creation of an ACTRA Background Performer Caucus which includes all ACTRA Additional Background Performer and Background Performers.
 - d) Through its By-Laws, an ACTRA Branch\Local Union may provide the Chair, designate, or any of the other members of the Executive, of the Additional Background Performer Caucus with
 - i) the right to participate in the deliberations of the Branch\Local Council with a voice but no vote, or,
 - ii) the right to participate in the deliberations of the Branch\Local Council with a voice and a vote on issues which are relevant to ACTRA Additional Background Performers.
 - e) The function of the Caucus shall include:
 - i) identifying and investigating issues of concern to ACTRA Additional Background Performers, and through the Chair and/or other Executive members of the Caucus and bringing these issues to the attention of the Branch\Local Union;
 - ii) creating a Sub Committee on Health & Safety issues which shall be consulted by the ACTRA Branch\Local Union on an ongoing basis in relation to the maintenance of reasonable Health & Safety standards on sets. The Committee shall make itself available to deal with injuries to ACTRA Additional Background Performers and other like emergencies on set (upon the specific request of an ACTRA Branch\Local Representative). The Health & Safety Committee shall also monitor the effectiveness of the applicable collective agreement in respect of Health & Safety issues and make recommendations, through the ACTRA Branch\Local Union, in respect of collective bargaining proposals.
 - iii) suggesting amendments to the applicable collective agreement as it relates to the engagement and treatment of ACTRA Additional Background Performers;
 - iv) monitoring the relationship between ACTRA Additional Background Performers and their agents with a view to creating a more co-operative and equitable relationship and monitoring the enforcement of the ACTRA Agency Contract (if promulgated under the terms of Art. 9);
 - v) creating a Task Force or Committee to investigate the establishment of a central casting or like system for the promotion of fair treatment of ACTRA Additional Background Performers and/or Background Performers by Talent Agents for

Background Performers/Additional Background Performers. This Committee shall determine whether it is feasible to create such a central casting or like system, and, if so, shall prepare a business plan for consideration of the Executive of the Branch\Local Union.

9. **Agency Contract**

By Resolution of the National Council, an ACTRA Additional Background Performer may be required, as a condition of maintaining his or her status as an ACTRA Additional Background Performer, to enter into an ACTRA Additional Background Performer Agency Contract in the standard form as promulgated by ACTRA from time to time, save and except when there is Provincial Legislation whose terms are superior to the ACTRA Additional Background Performer Agency Contract and explicitly governs the Background Performer - Agent relationship.

GLOSSARY

Ad Hoc Committee: A Committee established by the ACTRA National Council to deal with an immediate issue. Such committees are temporary and are disbanded once this limited task has been finished.

Administrative Centre: An office, maintained by ACTRA, in a geographic location.

ACTRA National Council: The governing policy-making body of ACTRA.

ACTRA National Executive: The Executive Committee of the National Council, empowered to do the business of the Council between its meetings.

Apprentice Member: A performer who is in the process of qualifying for Full Membership as defined in Article 303 a), and who has registered his/her intention of becoming a Full Member by paying an Apprentice Member fee.

Assignment of Fees: A form that authorizes the engager to make certain deductions (i.e. work permits, dues) from a performer's cheque and remit these deductions on the performer's behalf directly to ACTRA.

Basic Dues: The minimum yearly dues of \$195.00 Basic dues are paid to the member's home Branch.

Branch/Local Union: A political entity in a geographical location, established by the members in that location. A Branch/Local Union normally has a Council, made up of elected members and governed by the local By-Laws.

Full Member: A performer who has fulfilled the qualifications for membership as defined in Article 303, and paid an initiation fee and yearly dues.

Honorary Member: Honorary membership is bestowed by the ACTRA National Council on someone who has distinguished himself/herself in the service of performers. An Honorary Member pays no dues, is not a Full Member, and is not entitled to any of the rights or privileges of being an ACTRA member.

Inactive Membership: A member in good standing who has indicated his/her intention to cease working in our jurisdiction for a period of time, and to whom annual dues are therefore not charged. Known as being "on withdrawal".

Letter of Adherence: A document signed by an engager, agreeing to hire members under the terms and conditions of the relevant ACTRA collective agreement.

Life Member: Awarded by the National Council, on the recommendation of a Local Council, to a member who has distinguished himself/herself in the service of the industry or organization. A Life Member pays no basic dues, but pays working dues.

Non-Signatory Engager: An engager who has not signed a letter of adherence to an ACTRA collective agreement.

Per Capita: A "per-person" payment made by the Branch to ACTRA for an amount determined by the National Council. These per capita payments finance the operations of National ACTRA. Per capitas are normally paid on each member in good standing as of a yearly date determined by the National Council.

Qualifying Fee: Otherwise known as "work permit fee".

Qualifying Permits: Those permits (other than Additional Background Performer) accumulated after registering as an Apprentice Member.

Reciprocal Agreements: An agreement entered into by ACTRA with another similar or related organization, laying out an understanding that governs, for example, working in each others jurisdiction or granting membership to each others members.

Senior Member: A member who has reached the age of 65, and has been a member (in good standing) for 10 years, will have his/her Basic Dues reduced by 50%. He/she will continue to pay working dues.

Signatory Engager: An engager who has signed a letter of adherence to one of the ACTRA agreements. Members may only work for signatory engagers.

Suspension: A member whose annual dues are in arrears.

Transfer Payment: A payment made by ACTRA to the Branch to help defray the costs of running the Administrative Centre. The amount of the transfer payment is determined by a formula set by the National Council.

Working Dues: Working Dues are currently 2.25% of earnings, deducted at source. Working Dues are also known as "dues check-off". Working dues not deducted at source will be assessed and billed along with the Basic Dues. Working dues are paid to the Branch where the work is done.

Work Permittee: A performer who has not indicated his/her intention to join ACTRA, and is working in our jurisdiction on work permits.