ACTRA

BY-LAWS

October 6, 2026

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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 at all times maintain a current photograph and resume, personal address, telephone number, e-mail address and HST/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.

   ACTRA and ACTRA Branch/Local Union offices send communications by electronic and other means. A member consents to receive such communications from ACTRA and its Branches/Local Union offices as a condition of ACTRA membership.

6. ACTRA may utilize the photographic image provided to it by each member for the following member services purposes, including but not limited to:

   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) any other legitimate use that advances the interests of ACTRA and its membership, provided that the ACTRA National Council or an ACTRA Branch/Local Union Council/Executive Board approves the specific use in advance.

7. 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)

8. Upon request, a member shall provide a current Membership Card or Number, in order to verify membership.

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. In addition to the criteria specified in Article 303 a) i) of the Constitution, each Branch/Local Union may at its option specifically designate for membership any applicant who has:

    (a) Performed three (3) professional engagements (a "credit") as a performer in a residual category under an ACTRA Agreement, and has completed a prescribed membership course; or

    (b) is admitted under the terms of a reciprocal agreement with a sister union that is complying with the terms of that agreement; or

    (c) is admitted under exceptional circumstances at the sole and exclusive discretion of ACTRA.

2. In defense of ACTRA's jurisdiction or in the event of an ACTRA organizing campaign ACTRA may grant, in accordance with Provincial/Territorial Labour Law:

    (a) A Credit or Credits to a Canadian citizen or Permanent Resident who is a Non-ACTRA Member working on a production specifically targeted for organizing by ACTRA

(b) A Credit or Credits to a Canadian Citizen or Permanent Resident who is a Non-ACTRA Member working in a work category specifically targeted for organizing by ACTRA.

Performers who resigned their ACTRA membership during a lock-out/strike will be ineligible for membership pursuant to By-Law No. 1, Section I, 2.

Section II - Definition of "Credit"

1. For the purposes of this By-Law, a "credit" as provided for in Section 1.1 above means:

(a) An engagement as a performer in a residual category under an ACTRA Agreement;

(b) In the case of a multi-week engagement as a performer in a residual category, a credit is earned for each full week;

(c) 200 days or 1600 hours of work under ACTRA contracts earned as an ACTRA Additional Background member may be used to earn a first credit;

(d) Completion of a course of studies from schools and post-secondary schools and institutions may be used to earn a credit.

2. Branches/Local Unions may designate schools and post-secondary schools and institutions eligible under Section II.1 (d), provided:

(a) The courses of study amount to at least 1,000 hours and have given the performer the skills necessary to work as a professional performer.

(b) The objectives and practices of the school or institution are not contrary to the interests of ACTRA or its members.

No school or institution may claim any entitlement to designation under this Section for any reason. Designation may be assigned and withdrawn by ACTRA at any time and for any reason. Each Branch/Local Union will report its list of designated schools or institutions by March 1st of each year to National Council.

Cross Ref. Con. 303

Section III - 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 throughout the world 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, or substantially similar foreign statute 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) and in relation to audiovisual fixations.

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 Director. 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 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 IV - Conflict of Names

1. An applicant for membership with a name identical to that of an existing member shall adopt a change of professional/stage 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 V - 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 may with written notice have their membership transferred to that Branch/Local Union, unless the member is temporarily relocating to the second Branch, or has left Canada. A member who wants to remain a member of the original Branch must submit a written request to the original Branch. If the request is denied, the membership will be transferred to the second Branch.

Section VI - Suspension - Failure to Pay Dues

1. Members who fail to pay their dues within thirty (30) days shall be suspended.

2. A person under suspension may not engage in any activity within the jurisdiction of ACTRA.

Cross Ref. Con. 312

Section VII - 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.

    a. a) The member pays a reinstatement fee of ten per cent (10%) of the total amount of dues in arrears to a maximum of ten per cent (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.

3. The period of suspension, if any, imposed under the provisions of By-Law No. 7 or any other By-Law is over.

4. 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 VIII - Inactive Membership

1. A member in good standing who submits a written application shall be granted inactive status upon:

    1. payment of all outstanding working dues, and

    2. a further payment of twenty-five per cent (25%) of the basic annual dues.

2. An inactive member shall:

    1. 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;

    2. continue participation in the Retirement Plan in a manner provided by the Plan from time to time;

    3. not engage in any activity within the jurisdiction of ACTRA; and

    4. 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 IX - Resignation

a. A Full Member in good standing may resign at any time upon completion of the appropriate forms for both ACTRA and the insurance and retirement plans.

b. Members who have resigned may re-apply for membership pursuant to:

    i. the provisions relating to Exceptional Circumstances, or

    ii. the provisions relating to Apprentice Membership.

c. Resigned members who wish to work under an ACTRA agreement must apply to ACTRA to purchase a qualifying work permit, for reinstatement as an Apprentice and will be required to pay back dues, other penalties, assessments or fines.

Resigned members may be refused reinstatement at the discretion of the local branch/union if the resigned member participated in non-union work.

Cross Ref. Con. 303 & 313

Section X - 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 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 per cent (20%) of the gross fee.

BY-LAW NO. 2:
INITIATION FEE

1. Each Branch/Local Union may assess an initiation fee to be paid by applicants seeking to become Full members of ACTRA.

2. The total cost of the initiation fee paid by the applicant to qualify for Full membership shall not exceed a total of $1,600.

   An Apprentice Member who is eligible for Full Membership may deduct from their initiation fee:

   a. The cost of any qualifying Apprentice member credits used toward earning their Full Membership; and
   b. A rebate of the initial Apprentice Membership Fee.

3. 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 one-thousand and six hundred dollars ($1,600.00).

4. Should a Branch/Local Union organize new members through the attraction of a reduced initiation fee, as may be permitted:

   a. 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, or

   b. in defense of ACTRA's jurisdiction in the commercial sector, each Branch/Local Union may waive the $1600.00 Initiation Fee for persons who apply to become a Full Member during a targeted commercial organizing effort as defined in By-law 1, Sec I, 2.

5. In defense of ACTRA's jurisdiction in the commercial sector, and for a period of 60 days specified by ACTRA National each Branch/Local Union will waive the initiation fee for members who join under the reciprocal agreement with Canadian Actors' Equity Association (CAEA) or as a result of a targeted commercial organizing effort as defined in By-law 1.

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 or by the deadline/due date indicated on the annual Apprentice renewal fee invoice in order to maintain Apprentice Membership status.

3. Non-payment of the annual fee shall result in forfeiture of Apprentice Membership status.

4. In defense of ACTRA's jurisdiction in the commercial sector, each Branch/Local Union may waive the $75.00 Administration Fee for persons who apply by registering as an Apprentice member during a targeted commercial organizing effort as defined in By-law 1.

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 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 citizens or permanent residents may apply for and be granted a maximum of three (3) qualifying work permits. Those who elect not to join ACTRA on the third qualifying permit, will not be eligible for any further work permits unless permitted by the Branch/Local Union under extraordinary circumstances or in accordance with ACTRA's Constitution.

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

(a) Temporary Membership may be conferred on a non-member who:

(i) is considered a Deemed Resident for CRA purposes; or

(ii) has applied for Canadian Citizenship or Permanent Residency and can provide proof that said application has been accepted and is being processed by the Government of Canada; or

(iii) is a member of an affiliated FIA union; and

(iv) has received permission from the Union to accept an engagement under its jurisdiction and has paid the appropriate Work Permit fee; and

(v) has been issued a valid employment visa by the Government of Canada.

(b) A non-member who satisfies the above conditions may become a Temporary Member by submitting an application.

(c) A Temporary Member is entitled the same benefits as an Apprentice Member, including to all rights provided in the applicable collective agreement for the duration of the permitted engagement, including Residual Rights and Royalty Fees, but shall not be entitled to any benefits under the Union Insurance and Retirement Plans other than those accorded a Work Permittee, and shall not be entitled to any other rights or privileges of membership.

(d) Upon being granted Canadian citizenship or Permanent Resident status, a Temporary Member who becomes eligible as a Full Member is entitled to credit toward their initiation fee equal to the permit fees previously paid by them, up to but not exceeding the cost of the initiation fee.

(e) A Temporary Member who is not granted Canadian citizenship or Permanent Resident status ceases to be a Temporary Member on the date that their work visa expires.

(f) A Temporary Member is not entitled to voting rights in the Union.

(g) Temporary Members pay non-member service charges on residual payments.

Cross Ref. Con 307

BY-LAW NO. 4:
SERVICE CHARGES AND SURCHARGES

1. ACTRA Service Charges and Surcharges

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 per cent (10%) of the gross payment received by such person.

b) A non-member who is a Canadian citizen or permanent resident who has been granted three (3) qualifying work permits and elects not to join ACTRA may only be granted additional work permits by a Branch/Local under extraordinary circumstances or in accordance with an exception noted in ACTRA's Constitution. Additional work permits may be granted by a Branch/Local. Each of the additional work permits will be subject to a surcharge of an additional one hundred per cent (100%).

If at any time, a non-member performer experiencing surcharges, chooses to become an ACTRA Apprentice on a qualifying permit, agreeing to adhere to all of the rules and provisions associated with that member category, including respect for ACTRA's jurisdiction, agreeing to never work without an ACTRA contract and paying annual Apprentice member fee of $75, the next two (2) qualifying permits will be charged at the regular, non-surcharged, applicable work permit fee rate as per the contract. A $1,600 initiation fee minus the fees from the latest three (3) permits in payment

excluding any surcharges that have been applied, will count toward Full membership as per the ACTRA membership rules.

It is understood that exceptional circumstances may arise at the branch level and could include organizing initiatives, foreign language commercial voice overs, dubs, celebrities from other disciplines, and/or those barred from joining ACTRA. In such cases, local branch/unions may choose to waive permit surcharges or to welcome a repeated permitee immediately as a Full Member. Further, our Strategic Alliances with EQUITY (CAEA) and SAG-AFTRA and others lay out instances where escalating surcharges may not be appropriate, including but not limited to, requirements for citizenship or permanent resident status.

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 per cent (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 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 they 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 CONDUCT, RIGHTS, RESPONSIBILITIES AND DISCIPLINE PROCESS

Section I – Definitions

The following definitions apply for the purposes of this By-Law.

a) "Charging Official"

The individual primarily responsible for initiating, managing and implementing the member discipline process, save and except any appeal:

i. in branches by a senior staff member designated by the Branch/Local Union Board or Council, or a designate of the assigned senior staff member;

ii. in any jurisdiction, by the National Executive Director or their designate.

b) "Discipline Committee"

The bodies responsible for managing and implementing the disciplinary appeal process:

i. Branch/Local Union Discipline Committee: Committees established by each Branch/Local Union, each composed at a minimum of a Chair empowered to empanel members for the purpose of hearing Appeals; and

ii. National Discipline Committee: Committee established by the National Council and composed at a minimum of a Chair empowered to empanel members for the purpose of hearing Appeals.

c) **"Discrimination"** means without limitation, unequal treatment with respect to membership and participation in ACTRA because of membership or work category, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, language or disability.

d) **"Harassment"** means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, without limitation, including in connection with characteristics protected under applicable human rights legislation such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, language or disability.

e) **"Member"** includes anyone admitted to any category of ACTRA Membership, Full Members, Apprentice Members, ACTRA Additional Background Performer Members, Work Permittees, and Temporary Members as defined in Article 3 of the Constitution. For greater clarity, the membership of ACTRA includes members not in good standing, suspended or on inactive membership status or resigned.

f) **"Sexual harassment"** means:

i. engaging in a course of vexatious comment or conduct regarding sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or

ii. making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Sexual harassment includes without limitation, behaviour such as:

iii. unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to have known that such attention is unwanted;

iv. implied or expressed promise of reward for complying with a sexually oriented request;

v. implied or expressed threat of reprisal, in the form of either actual reprisal or denial of opportunity, for refusal to comply with a sexually oriented request; and

vi. sexually oriented remarks and behaviour that may reasonably be perceived to create a negative psychological and/or emotional environment for work.

g) **"Work-related environments"** can include but are not limited to: auditions or casting meetings, job interviews, industry events, festivals, awards, company functions, production studios and sets (whether local or remote), offices, and rehearsal, training and performance venues.

Section II – Member Rights

A. Members have the right to:

a) Participate equally in the union, in an environment that is free of discrimination and harassment, where all members are treated with respect and dignity.

b) Participate in union meetings and to enjoy due process consistent with the principles of natural justice if disciplined.

c) 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.

d) 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 By-Laws. They have the right to discuss union policies and issues. Members have the right to complain, protest, demand and advocate within the union.

e) 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 By-Laws.

f) 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 By-Laws.

B. 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 or Board.

C. Right of elected Councils/Boards to ensure unity of purpose

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

Section III – Member Responsibilities

With membership in ACTRA comes the responsibility to avoid acts prejudicial to ACTRA and the responsibility to respect ACTRA's Work Rules, including the responsibility to uphold workplace, industry and union environments free from discrimination and harassment.

A. Work rules

Members are to:

a) *Work for signatories:* A member must work only for an engager or producer who is a signatory to a relevant ACTRA collective agreement and consistent with the ACTRA Policy Statement respecting the engagement of ACTRA Performers (Appendix E).

b) *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.

c) *Work for applicable minimum fees:* Not withstanding By-Law #7, Section III A. ("Work Rules"), item a), a member must always work for fees that are at least equal to the minimum fees required by a relevant ACTRA collective agreement.

d) *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.

e) *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.

f) *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.

g) *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.

h) *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.

i) *Remain in good standing before accepting work:* Members are not to work while their membership is suspended, revoked, when current fines are unpaid, or when on inactive membership status.

j) *Refuse engagement* by a producer as a casting director or for any other position in which the member is responsible for engaging performers or negotiating terms for performers, except where the member satisfies each of the following conditions:

   i. is not an agent for performers or the direct/indirect owner/operator of a talent agency;

   ii. does not require performers to join a specific agency;

   iii. does not receive commissions, fees or other consideration directly from performers, or from any talent agency for using performers represented by such agency;

iv. does not share personal information relating to any performer with any talent agency or other person(s), except for the agent/agency that represents such Performer;

v. does not accept work as a background performer or performer, excluding the categories of stunt coordinator and choreographer;

vi. negotiates in good faith the terms of engagement with performers or their agents and agrees to not apply undue pressure or coercion to accept minimum terms and conditions; and

vii. agrees to negotiate only the terms and conditions applicable to the particular engagement, without explicit or implicit reference to any other engagement or future work opportunities.

k) *Refuse engagement* as a performer on any production for which the member receives any form of compensation as a talent agent or representative of any other performer engaged in the production.

l) *Abide by Appendix F* when working as a stunt coordinator.

m) *Participate in the Member Discipline Process and Cooperate with Investigations under this By-Law,* including reasonably providing requested information to a Charging Official or Investigator.

B. Professional Conduct: Prohibition against Discrimination and Harassment

a) Members are required to conduct themselves in a professional and respectful manner in all work and work-related environments, as defined in Section I ("Definitions") of this By-Law. Members have a particular responsibility to uphold workplace, industry and union environments free from discrimination and harassment. Contraventions of a member's responsibility to maintain professional conduct include:

i. prejudicing the ability of co-workers to fulfill their contracted engagements in a normal manner;

ii. harassing or sexually harassing co-workers as defined in Section I ("Definitions");

iii. abusing or harassing ACTRA staff; and

iv. otherwise acting in a manner which brings the profession into disrepute.

C. Conduct prejudicial

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

a) conduct prejudicial to the aims and objectives of ACTRA as defined in Article 2 of the ACTRA Constitution;

b) violating Article 4 ("Rights and Obligations of Members"), parts 403, 404 and 405 of the ACTRA Constitution;

c) violating By-Law 9 (“Rules for the conduct of members during a strike”) of ACTRA’s By-Laws;

d) 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;

e) 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;

f) engaging in repeated frivolous or spurious claims or upgrade requests;

g) making a frivolous, vexatious or bad faith complaint against any other Member.

Section IV - Member Discipline Process

A. General

1. Discipline Committees

a) 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 Appeals (Section IV D. “Appeal”).

b) Discipline Committee members will remove themselves from any case in which they may have an actual or perceived conflict of interest.

2. Confidentiality

Every member participating in and every person responsible for administering the member discipline process outlined in this section shall maintain confidentiality subject to the requirements of a fair process and any reporting requirements under this By-Law or as otherwise required by law.

3. Time Limits

a) Time limits referenced in the procedures below may be extended on the mutual agreement of the Complainant and Respondent, or at the discretion of:

i. a Charging Official during the General Determination of Charges, Complaint, Mediation and Investigation processes; and/or

ii. the Branch Discipline Committee or National Discipline Committee, as applicable, during the Appeal process.

b) Where a time-limit is extended by a Charging Official, written notice will be provided to the Complainant and Respondent and their advisors, if any. Where a time-limit is extended by a Discipline Committee, written notice will be provided to the parties subject to the appeal, and their advisors, if any.

B. General Charges: Breaches of Member Responsibilities

1. Application

Section B applies generally to all allegations of breaches of Member Responsibilities, as defined in Section III ("Member Responsibilities"), except as specified in Section C below.

2. Laying Charges

a) Charges arising from alleged breaches of Member Responsibilities (as defined in Section III "Member Responsibilities") are to be laid in writing and delivered to the relevant member by registered mail or other verifiable delivery service by the Charging Official.

b) Except as specified in Section C below, charges may be laid at the discretion of the Charging Official on the basis of information available to them.

c) If further investigation is required in order to lay or pursue a charge, the Charging Official may appoint an Investigator to complete an investigation in accordance with the procedure set out in Section IV C.8. ("Investigation").

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

3. Notice

A member shall receive written notice of any charges laid. The written charge must include:

a) the allegation against the member;

b) the relevant date and place, if known, when the alleged violation occurred;

c) the name of the relevant Engager/Producer (if any);

d) the name of the complainant, if appropriate;

e) the specific clause(s) of the Constitution or By-Laws alleged to have been violated;

f) relevant documentation or information on which the Charging Official relies, if any;

g) the applicable penalty/ies if the charge is upheld; and

h) information regarding the member discipline process, including the member's right to receive disclosure, respond to the charge(s), and appeal (as applicable).

4. General Determination of Charges

a) Within 14 days of receiving notice of the charge, members may provide a response, in writing, to the Charging Official, setting out:

   i. an explanation of their conduct; and

   ii. why in their view the charge and/or penalty is not warranted.

b) Within 14 days of receiving the member's Response, the Charging Official will fairly determine the Charge based on full consideration of the information before them and make a finding as to whether the Respondent's conduct constituted a breach of Member Responsibilities.

c) The Charging Official will notify the member of their decision and reasons in writing, including the assessed penalty in accordance with Section E ("Discipline Orders").

C. Professional Misconduct: Discrimination, Harassment and/or Sexual Harassment Complaints

1. Application

a) Section C applies to allegations of discrimination, harassment and/or sexual harassment contrary to a member's responsibility to maintain Professional Conduct, as set out in Section III ("Member Responsibilities").

b) At any time prior to making a formal complaint as described in 3 below, a complainant may discuss the complaint with the charging official informally, to learn about options and resources available.

c) At the discretion of the Charging Official, the Early Resolution, Complaint, Mediation and Investigation procedures set out below may be applied as appropriate, with necessary modifications, with respect to any alleged violations of Section III ("Member Responsibilities").

2. Early Resolution Process

Any member who believes that they have been the recipient of professional misconduct, including harassment or sexual harassment, by another member is encouraged, where appropriate and on a voluntary basis, to discuss their concern(s) directly with the member believed to have engaged in discrimination or harassment, including requesting that the other individual(s) stop the unwelcome behaviour or comments.

3. Initiating a Formal Complaint

a) Where informal discussions with the Respondent are unsuccessful or inappropriate, a member may initiate a written complaint on the basis of allegations of discrimination or harassment contrary to a member's responsibility to maintain Professional Conduct under Section III B ("Professional Conduct: Prohibition against Discrimination and Harassment").

b) The complaint must set out the following:

i. the nature of the complaint of discrimination and/or harassment;

ii. the name of the Respondent(s);

iii. the relevant dates;

iv. the relevant places;

v. the relevant incidents and/or behaviour and/or conduct;

vi. the relevant witnesses;

vii. the relevant supporting documentation;

viii. the remedy sought. See Section E ("Discipline Orders")

c) The complaint will be submitted to the appropriate Charging Official set out in Section I ("Definitions").

d) The Complainant may withdraw their complaint at any point in the complaint process prior to the completion of the investigation by means of a written request to the Charging Official. The Charging Official will notify the Respondent of the request to withdraw the complaint where the Respondent has received notice of the complaint.

e) At their discretion, the Charging Official may initiate and/or pursue a complaint in the absence of an individual complainant, including where a complaint has been withdrawn.

f) The Complainant and Respondent have a right to a support person and/or advisor of their choice, and at their own expense, throughout the complaint process including during mediation, investigation, appeal and/or implementation of discipline.

4. Threshold Assessment

a) Within seven (7) days of receiving a complaint, the Charging Official will conduct a threshold assessment of the complaint to determine whether the allegations set out in the complaint, if true, have a reasonable prospect of being found to constitute discrimination, harassment and/or sexual harassment contrary to a member's responsibility to maintain Professional Conduct, as set out in Section III B ("Professional Conduct: Prohibition against Discrimination and Harassment") of this By-Law.

i. If it is determined that the allegations in the complaint meet the threshold of discrimination or harassment, the complaint will proceed to an investigation in accordance with this By-Law.

ii. If it is determined that the allegations in the complaint do not meet the threshold of discrimination or harassment, the Charging Official may elect not to proceed to the investigation phase and may dismiss the complaint. In so doing, the Charging Official must give reasons for their decision.

b) Where the Charging Official dismisses a complaint following a Threshold Assessment, the Complainant may, within seven (7) days, submit a written request for reconsideration to the Charging Official or their designate. Such written request must contain the reasons for the request along with all relevant material, including any new information and documentation supporting the request.

i. Within seven (7) days of receipt of the request for reconsideration, the Charging Official or their designate will reconsider the Threshold Assessment based on whether the information available gives rise to allegations of professional misconduct within the scope of discrimination or harassment. The Charging Official or their designate will provide a written

decision and such decision shall be final. Where the Charging Official or their designate upholds the decision not to proceed to an investigation, the decision shall include reasons.

5. Notice

a) Within seven (7) days of concluding a Threshold Assessment, the Charging Official will forward a copy of the following to the Respondent:

i. particulars of the allegations contained in the complaint;

ii. applicable penalties if a finding of a breach of Member Responsibilities is made on the basis of the complaint;

iii. a copy of this By-Law and relevant policies or procedures, if any; and

iv. notification that, in the event no response is submitted, the complaint may proceed to an investigation and determination without further notice and based solely on the available information.

6. Response to Complaint

a) The Respondent may submit a response to the Charging Official within fourteen (14) days of receipt of the complaint.

b) The response must include relevant:

i. dates;

ii. places;

iii. parties;

iv. incidents and/or behaviour and/or conduct;

v. witnesses; and

vi. supporting documentation.

c) If the Respondent does not submit a response within fourteen (14) days of receiving the notice of the complaint, an investigation may proceed without further notice and based solely on the available information.

7. Mediation

a) The Complainant or Respondent may request mediation within fourteen (14) days of the date on which notice of the complaint was received by the Respondent.

b) Participation in mediation is voluntary and no negative inference will be made from a party's decision not to participate in mediation.

c) Should the Complainant and Respondent both agree to mediation, the Charging Official will assign a Mediator within fourteen (14) days of the request for mediation. The Mediator shall not be an individual who has previously been involved in the complaint or underlying issues.

d) The Charging Official may assign an External Mediator at its discretion where the mediation is expected to be complex, with regard to:

   i. the nature of the issues in dispute; and/or

   ii. whether the Respondent is an ACTRA official who is also a member of ACTRA; and/or

   iii. whether there is a potential conflict of interest for Internal Mediators because of the nature of the issues.

e) Mediation will be scheduled as soon as possible and all reasonable efforts will be made to ensure that mediation occurs within twenty-one (21) days of the appointment of a mediator.

f) At mediation, the Mediator will provide the Complainant and Respondent with an opportunity to present relevant facts and assist them in identifying a mutually agreeable resolution by settlement, if possible.

g) The mediation process is confidential and any information exchanged during mediation cannot be used by any party for any purpose outside of the mediation process unless written consent is obtained from all parties.

h) If the mediation does not result in settlement, the Mediator will notify the Charging Official and the complaint will proceed to an investigation within seven (7) days.

8. Investigation

a) Where a complaint satisfies the Threshold Assessment, the Charging Official will assign an Investigator within fourteen (14) days. The assigned Investigator may be the Charging Official, another individual internal to ACTRA, or an External Investigator subject to section IV A.8.b) ("Investigation").

b) The Charging Official may assign an External Investigator at their discretion where the investigation is expected to be complex, with regard to:

   i. the nature of the issues in dispute; and/or

   ii. whether the Respondent is an ACTRA official who is also a member of ACTRA; and/or

   iii. whether there is a potential conflict of interest for Internal Investigators because of the nature of the issues.

c) The investigation shall include the following:

i. analysis of the complaint, response and any supporting material;

ii. interviews of witnesses identified by the Complainant, Respondent or by the Investigator;

iii. review of any other material identified as relevant by the Investigator; and

iv. consultation with individuals with expertise identified as relevant by the Investigator.

d) At any time during the investigation, where the Investigator considers it appropriate to do so, the Investigator may recommend to the Complainant and Respondent that they attempt to resolve the complaint through voluntary mediation and settlement.

e) All individuals interviewed during an investigation are expected to fully cooperate and provide the Investigator with all relevant information and documents in their possession. Where a Respondent declines to cooperate or to provide relevant documents or information, the Investigator may conclude their investigation without any further notice and based solely on the available information.

f) The Investigator will provide each party with sufficient information regarding the other party's position in order to have a reasonable opportunity to respond.

g) At the conclusion of the investigation, the Investigator will provide a final report to the Charging Official, which will include:

i. a determination of whether the complaint is substantiated or unsubstantiated; and

ii. any recommendation(s) for penalty or penalties.

h) Where an Investigator substantiates a complaint, the Charging Official may make a finding of a breach of Member Responsibilities and assess a penalty in accordance with Section E.

i) Following determination of a complaint, the Charging Official will notify the Complainant and Respondent of their decision in a timely manner, in writing. Notice of the decision will include information about the Appeal process.

D. Appeals

1. Application

a) This section applies to:

i. Section IV B ("General Charges: Breaches of Member Responsibilities"); and

ii. Section IV C ("Professional Misconduct: Discrimination, Harassment and/or Sexual Harassment Complaints")

b) A Charging Official and Respondent are parties to an appeal, as applicable.

2. Appeal to Branch/Local Union Discipline Committee

a) Appeals in Writing

i. An appeal shall be in writing where the penalty assessed by the Charging Official is limited to any of the following:

1) oral or written reprimand;

2) education, training, counselling and/or a third party assessment to be completed within a defined period of time;

3) a verbal or written apology;

4) a fine of up to $1000; or

5) where the Respondent and Charging Official agree that the appeal should be determined in writing.

ii. A Respondent may appeal the finding of a breach of Member Responsibilities and/or the assessed penalty in writing by filing an appeal to the applicable Branch/Local Union Discipline Committee within fourteen (14) days of receiving notice of the Charging Official's decision.

iii. A member's appeal will include:

1) the reasons for the appeal;

2) any documents and information relied upon, including any new information not reviewed by the Charging Official; and

3) the remedy requested.

iv. Where a member files an appeal, the Branch/Local Union Discipline Committee will provide a copy of the member's appeal to the Charging Official, who will have 14 days to provide a response to the member and Branch/Local Union Discipline Committee.

v. Within seven (7) days from receiving the Charging Official's response, the member may submit a written reply to the Branch / Local Union Discipline Committee. The Branch / Local Union Discipline Committee shall provide the Charging Official with a copy of the member's reply.

vi. Following receipt of appeal materials from the member and the Charging Official, the Branch/Local Union Discipline Committee will determine the matter and issue a final decision with reasons within fourteen (14) days.

b) Appeals Not in Writing: Hearing Procedure

i. If the penalty under appeal is not one of those listed above in Section 2.a)i), an oral hearing will be convened before a panel of the Branch/Local Union Discipline Committee.

ii. The Branch/Local Union Discipline Committee Chair will deliver written notice of hearing to all parties of the date, time and place of the hearing within fourteen (14) days.

iii. The hearing will normally be held within two (2) months of the date the appeal is requested. A Branch/Local Union Discipline Committee may consider personal or professional circumstances in scheduling or re-scheduling a hearing, but is not required to do so.

iv. In the event any party or witness declines to attend a hearing the Branch/Local Union Discipline Committee has the right to proceed to hear and decide the appeal.

v. All parties have a right to retain legal advisors at their own expense. The Branch/Local Union Discipline Committee may also retain a legal advisor at the relevant Council/Board's expense. Unless required by law or otherwise permitted by the Branch Discipline Committee, legal advisors will neither be permitted to present evidence nor will they be permitted to participate actively in the hearing.

vi. The practice, procedure and decision of a Branch/Local Union Discipline Committee must be consistent with the principles of natural justice; must respect the right of the parties to a fair hearing; and must not conflict with ACTRA's Constitution and By-Laws.

vii. Subject to the terms of this By-Law, a Branch/Local Union Discipline Committee determines its own procedure; may accept such oral or written representations as it considers proper; and may in whole or in part base its decision on any such representations or evidence.

viii. The parties will inform each other and the Chair of the Branch/Local Union Discipline Committee of any witnesses they intend to call and provide each other with relevant documents which they intend to use no later than seven (7) days before the hearing.

ix. The Chair of the Branch/Local Union Discipline Committee may exclude witnesses and documents not relevant to the appeal.

x. Similar or relevant prior findings under ACTRA's Constitution and By-Laws are deemed relevant evidence.

xi. At the hearing, the relevant Charging Official will present all known facts pertaining to the charge. The Respondent may present their full answer to the charge.

xii. All parties may make argument regarding the appropriate penalty.

c) Decision of the Branch/Local Union Discipline Committee

i. The Branch/Local Union Discipline Committee will render a decision within thirty (30) days of the end of the hearing.

ii. The Branch/Local Union Discipline Committee does not have the power to amend, add to or delete any of the provisions of the Constitution or By-Laws.

iii. The written decision must be dated and signed by a majority of the Branch/Local Union Discipline Committee panel and must contain findings of fact and reasons. A dissenting

member may file a dissenting opinion, which will be appended to the Branch Discipline Committee's decision. A copy of the written decision will be delivered to all parties.

iv. The decision of a Branch/Local Union Discipline Committee is final and binding upon all parties, subject to any available appeal to the National Discipline Committee as set out in Section 3 below.

3. Appeal to National Discipline Committee

a) A party to a Branch/Local Union Discipline Committee hearing may appeal the decision of a Branch/Local Union Discipline Committee in the following circumstances:

i. when the Branch/Local Union Discipline Committee has imposed a heavier penalty than originally assessed;

ii. when the party can prove to the satisfaction of the Chair of the National Discipline Committee, at the Chair's sole discretion, that:

1) a member of the Branch/Local Union Discipline Committee had a conflict of interest and nevertheless participated in the hearing;

2) the timelines or rules of procedure were substantially violated during the appeal.

iii. In determining an appeal on the ground of 3a)ii) above, the National Discipline Committee Chair may hear and consider representations from the parties and the Chair of the Branch/Local Union Discipline Committee.

b) All of the rules and provisions of this By-Law, including procedures and timelines, apply to the National Discipline Committee in its consideration of a valid appeal.

E. Discipline Orders

1. Available Penalties

a) Upon making a finding of a breach of Member Responsibilities, a Charging Official or Discipline Committee may make or uphold appropriate penalties with regard to the aims of:

i. general deterrence of similar misconduct among the membership;

ii. specific deterrence against the individual member reoffending;

iii. protection of other members; and

iv. rehabilitation of the member, where the member has demonstrated such potential.

b) Penalties or remedial orders may include, the following, as befitting the aims of penalty:

i. oral or written reprimand;

ii. education, training, counselling and/or a third party assessment to be successfully completed within a defined period of time and which may be ordered to be completed at the member's expense;

iii. a verbal or written apology;

iv. removal from office, if applicable;

v. bar on running for office for a specified time or until satisfaction of specified conditions;

vi. suspension of membership, for a specified time or until satisfaction of specified conditions;

vii. expulsion from membership, with or without the right to reapply after a specified period of time and/or upon satisfaction of specified conditions;

viii. fines payable to ACTRA in an amount to be determined by the Charging Official or Discipline committee. In circumstances where there have been earnings in breach of the By-Laws, a fine payable to ACTRA up to the amount earned, or up to $100,000 in the event the member refuses to credibly disclose the amount earned;

ix. in the case of a Work Permittee, a bar on future permits for a specified time or until satisfaction of specified conditions.

2. Harassment and Discrimination

a) Where a finding of a breach of Member Responsibilities results from misconduct involving harassment, sexual harassment or discrimination, the Charging Official or Discipline Committee shall consider the following factors in determining an appropriate penalty:

i. Mitigating factors include, but are not limited to:

1) isolated or first-time infraction;

2) member's demonstrated remorse and insight; and

3) capacity for rehabilitation.

ii. Aggravating factors include, but are not limited to:

1) prior findings of misconduct under this By-Law;

2) finding of repeated incidents of misconduct;

3) severity of misconduct;

4) graphic language or content;

5) physical or sexual touching;

6) impact on harassed;

7) dishonesty or a failure to cooperate or participate during the member discipline process;

8) reprisal or abusive conduct against anyone involved in the member discipline process, including any Complainant, witness, staff or official.

3. Implementation of Penalties

a) The imposition of any penalty upon a member generally comes into effect only after the member's right(s) of appeal has been exhausted.

b) However, if an investigation under Section III B ("Professional Conduct: Prohibition against Discrimination and Harassment") substantiates a serious complaint of discrimination, harassment and/or sexual harassment and the Charging Official has a reasonable basis to believe that the substantiated conduct gives rise to a significant risk of immediate, continuing harm to the Complainant and/or any other member, the Charging Official may make a recommendation that a Branch/Local Union senior staff member or their designate or the National Executive Director or their designate restrict any privileges of membership in ACTRA as appropriate until any appeal is finally determined.

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 Charging Official. In the event that a fine is not paid in full and on time, the member's membership is deemed suspended until the fine is paid in full. In the further event that a fine is not fully paid after one year from the date when the fine was first issued, the member shall be expelled from ACTRA.

d) Any non-monetary penalty must be completed to the satisfaction and within the timeline specified by the Charging Official or the Discipline Committee. In the event that the penalty is not satisfactorily completed on time, the member's membership is deemed suspended until the penalty is completed. In the further event that the penalty is not satisfactorily completed after one year from the date when the penalty was first issued, the member shall be expelled from ACTRA.

4. Failure to Comply with Discipline

Where a member refuses to comply with a Discipline Order, the member's membership may be suspended and/or the member may be expelled.

5. Reporting of Discipline Decisions

All Discipline Orders shall be reported at Branch/Local Union Council/Board meetings through in camera sessions.

6. Readmission into ACTRA

a) In the case where a member is expelled from ACTRA, but the final decision contemplates a right to re-apply for membership at some point in the future, the following rules apply:

i. 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 elapsed, in the first instance to the individual charged with enforcing ACTRA's discipline rules in the relevant Branch/Local Union.

ii. The re-application is to be evaluated on the basis of two considerations:

1) 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

2) 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 reoffend.

In the event the application for re-admission is rejected, the applicant may appeal to the Branch/Local Union Discipline Committee. The matter will be considered under rules of procedure similar to the discipline hearing. The decision of the Branch/Local Union Discipline Committee is final, binding on all parties, and is not subject to 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 order all members of ACTRA to refrain from working for, dealing with or having any business or professional relationship with any such 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 AN ACTRA LABOUR DISPUTE (A STRIKE OR LOCKOUT) AND CONSEQUENCES FOR NON-MEMBERS

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. All work for engagers involved in a labour dispute will cease immediately upon the commencement of said dispute, regardless of the stage of production reached. All contracts/riders attached to an ACTRA agreement terminate at the time the agreement terminates.

3. Immediately upon the commencement of a labour dispute, Members will inform their agents, personal managers or any other representative of all ACTRA labour dispute rules. Members will revoke or suspend any authorization for representation in relation to engagers involved in a labour dispute until ACTRA notifies Members that the labour dispute is over.

4. No work of any kind will be done in ACTRA's jurisdiction for an engager involved in a labour dispute, regardless of the location of the production or whether the work is performed for an entity that is subcontracted by an engager involved in a labour dispute.

5. No work shall be performed regardless of when it was contracted, including any promotional work with an engager involved in a labour dispute.

6. Discussion of future work, and/or any type of audition with an engager involved in a labour dispute is prohibited.

7. Members are prohibited from engaging in any conferences, negotiations, discussions or meetings of any kind, whether virtual or in person, or through an agent or other representative regarding any contract or engagement, unless and until ACTRA advises that the labour dispute is over.

8. All Members are prohibited from crossing a picket line which is established by ACTRA.

9. Members are prohibited from entering the premises of any engager involved in a labour dispute unless written permission has been given by ACTRA.

10. Members working outside of Canada, or who are under contract to do so, for an engager involved in a labour dispute, must receive written authorization from ACTRA to perform the engagement.

11. The use of a fictitious name of any kind as a means of circumventing labour dispute rules and regulations is prohibited.

12. 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.

13. Members are responsible to be informed and keep updated on ACTRA's rules regarding any labour disputes that are underway.

14. Performers who are non-members of ACTRA, and who perform work for engagers involved in a labour dispute, or who in any way act to defeat the best interests of the union during a labour dispute, will be excluded from membership in ACTRA. Exceptional circumstances will include signing an ACTRA membership card.

15. Members who breach rules regarding a labour dispute are subject to discipline up to and including the termination of Membership.

16. The term "member" encompasses anyone admitted to any category of ACTRA Membership including Full Membership, Apprentice Membership or ACTRA Additional Background Performer. The Membership of ACTRA 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 labour dispute rules by offering their resignation from ACTRA.

18. ACTRA shall have the authority to assign and direct Members in the performance of duties relating to a labour dispute, including, but not limited to, picket duty.

19. Excepting anything pertaining to membership status, enforcement of these rules may be delegated by the ACTRA National Executive to a constituted committee or ACTRA personnel. Each Branch Council/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 Board may call a meeting prior to the ACTRA National Council Meetings held pursuant to By-Law No. 12, Section II, 1a, for the principal purpose of formulating resolutions for consideration by the ACTRA National Council. Resolutions shall be submitted to ACTRA National no later than 30 calendar days prior to the meeting date.

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

Prior to the expiry of a National Agreement, Code or Schedule of ACTRA directly affecting the members of a Branch/Local Union, the National Executive Director and Chief Negotiator, in consultation with ACTRA National Council/Executive, will communicate the timelines for receiving initial recommendations from the Branch Council or Local Union Executive/Board. ACTRA National Staff will consolidate these initial recommendations for the negotiating committee.

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 using a methodology set forth in its local By-Laws. Voting by proxy is not permitted. A Full Member in Good Standing may be appointed as an Alternate, subject to local By-Laws

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 – Indemnification

1. ACTRA will maintain suitable directors' and officers' indemnity insurance.

Section VII - Branch Audits

1. The ACTRA National Council shall have the authority to require that any Branch/Local Union's monetary records for the previous year may be re-audited by ACTRA's accountants annually at ACTRA's expense within the current fiscal year.

2. The Branches/Local Unions shall likewise have the authority to require ACTRA's monetary records for the previous year to be re-audited annually at the Branch/Local Union's expense within the current fiscal year.

BY-LAW NO. 12:
ACTRA NATIONAL COUNCIL

Section I – Composition
1.The ACTRA National Council

a) In order to fairly reflect the distribution of members throughout ACTRA, the National Council shall be elected in the following numbers and with the following proportional vote:

Branch	# of Council Seats	Adjusted Proportional Vote
UBCP/ACTRA	7	28.50%
Alberta	1	3.58%
Saskatchewan	1	0.67%
Manitoba	1	2.55%
Toronto	13	50.00%
Ottawa	1	1.20%
Montreal	3	9.88%
Maritimes	1	2.69%
Newfoundland	1	0.93%
Total	29	100

b) The proportional vote allotted to each Branch/Local Union shall be reviewed by the National Council once every two (2) years and any changes shall be reflected in the By-Laws.

c) The distribution of Council seats among the Branches/Local Unions shall be reviewed by the National Council once every four (4) years and any changes shall be reflected in the By-Laws.

Section II - Meetings
1. The ACTRA National Council

a) The ACTRA National Council shall normally have two (2) meetings a year, one no later than the end of February 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 meet a minimum of four (4) times a year..

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, they may appoint an alternate.

Section III - Agenda

1. The agenda for the ACTRA National Council Meetings held pursuant to By-Law No. 12, Section II, 1a shall be prepared by the ACTRA National Staff and ACTRA National Officers with suggestions from the members of the ACTRA National Executive.

   A call to the National Executive will be made ahead of the ACTRA National Council Meetings to make suggestions for consideration to the Officers and Staff in preparation of the agenda.

   Final approval of the agenda will take place at the relevant ACTRA National Council Meeting.

2. The agenda for every regular ACTRA National Council Meeting held pursuant to By-Law No. 12, Section II, 1a will include content relating to the goals, objectives, and strategies of the ACTRA Strategic Plan, and an update on finances.

Section IV - 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 V - 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 VI - 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 one-third (1/3) of the National Councillors, no more than five (5) of whom shall be from the same Branch/Local Union.

2. Notice of such special meetings shall be delivered at least six (6) calendar days in advance.

Section VII - Honoraria

In consideration for carrying out their duties,

a) The ACTRA National President, Vice President, and Treasurer shall be reimbursed actual receipted expenses for meetings that do not attract Meeting Honoraria.

b) The ACTRA National Councillors shall receive one of the Yearly Honoraria (plus I&R as achieved in the current IPA) set out below:

   As of March 1, 2023, the Yearly Honoraria shall be as follows:

   1. Thirty-Three Thousand Eight Hundred and Thirty-One Dollars ($33,831) per annum for the ACTRA National President;

2. Eleven Thousand Nine Hundred and Ninety-Five Dollars ($11,995) per annum for the ACTRA National Vice President and the ACTRA National Treasurer;

3. Four Thousand Three Hundred and Six Dollars ($4,306) for the ACTRA National Past President for the first year of their term and Two Thousand and One Hundred and Fifty-three Dollars ($2,153) per annum thereafter;

4. Two Thousand and One Hundred and Fifty-three Dollars ($2,153) per annum for other members of the ACTRA National Executive;

5. One Thousand Dollars ($1,000) per annum for ACTRA National Councillors not on the Executive.

6. On March 1st of each fiscal year, these Yearly Honoraria will be adjusted by the same percentage amount that ACTRA members receive as annual minimum fee increase in the union's largest contract.

7. Ongoing training is a responsibility of leadership. Compensation for participation in training initiatives is included within the Yearly Honoraria.

c) Meeting Honoraria will be provided to members as follows and shall not include I&R:

1. When a virtual meeting of the ACTRA National Council is scheduled for 4 hours or less, a National Councillor or their designated alternate shall receive $100.00. If the meeting is scheduled for more than 4 hours, a National Councillor or their designated alternate shall receive $200.00.

2. When ACTRA National Council or ACTRA National Executive holds an in-person meeting, a National Councillor or their designated alternate shall receive $300.00 per day. In addition, if the National Councillor or their designated alternate is required to travel on a day or days outside of the actual meeting, they shall receive total travel honoraria of $500.00 for travel to and from the meeting. An additional travel honorarium of $100.00 will be paid for those taking a plane, or Via Train of 3 hours or more to and from the meeting.

3. If it becomes necessary to hold one of the two semi-annual designated in person meetings virtually National Councillors or their designated alternates will receive an honoraria of $300.00 per day.

4. When a national bargaining team is scheduled to meet virtually for between 1 and 4 hours, a voting member or their alternate shall receive $100.00. If the meeting is scheduled for more than 4 hours, they shall receive $200.00.

5. When a national bargaining team holds an in-person meeting, a voting member or their alternate shall receive $300.00 per day. In addition, if they are required to travel on a day or days outside of the actual meeting, they shall receive total travel honoraria of $500.00 for travel to and from the meeting. An additional travel honorarium of $100.00 will be paid for those taking a plane, or Via Train of 3 hours or more to and from the meeting.

6. When the National Vice-President and/or National Treasurer is/are requested by the President to participate in bargaining they will receive meeting honoraria on the same basis as members of the national bargaining team.

7. When attending an in-person national federal lobby day, a member shall receive $300.00 per day. In addition, if they are required to travel on a day or days outside of the actual meeting, they shall receive total travel honoraria of $500.00 for travel to and from the meeting. An additional travel honorarium of $100.00 will be paid for those taking a plane, or Via Train of 3 hours or more to and from the meeting.

8. National Council shall review the Meeting Honoraria every 5 years.

d) All members receiving a Yearly and/or Meeting Honoraria will be issued T-4As for said honoraria.

e) The Meeting Honoraria set out in Section VII above covers any and all expenses incurred except for airline flights, Via Rail Train of 3 hours or more and hotel nights which will be arranged and covered by ACTRA. For clarity, members will be responsible for arranging and paying all expenses including meals and transfers to and from airports/rail stations. Members will not be reimbursed for automobile expenses or mileage. Members travelling with infants (up to age 2) will be reimbursed for travel expenses in accordance with ACTRA National's Child Care Policy.

f) The Meeting Honoraria set out in Section VII above may be reasonably adjusted to accommodate increased travel expenses in any country other than Canada.

Section VIII – Twice-Annual Report

1. The ACTRA National Council shall release a report twice-annually to the members within the quarter immediately following the ACTRA National Council Meetings held pursuant to By-Law No. 12, Section II, 1a.

2. The ACTRA National Audited Financial Statements shall be made available to members within the quarter immediately following the ACTRA National Council Meeting at which they are approved. Statements shall remain available for ten (10) years.

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 NATIONAL COUNCILLORS

Section I - Nomination Procedures

1. Only ACTRA Branch Council or Executive Board members in good standing may nominate Branch Council or Executive Board members for ACTRA National Council.

2. ACTRA members must be in good standing and at least 18 years old to run for ACTRA National Council.

3. Members may not nominate or vote for ACTRA National Councillors of any Branch/Local Union other than their own.

4. Branch Councils and Executive Boards will nominate and elect candidates for ACTRA National Council by secret ballot or according to their local By-Laws, but in all cases the nomination and election procedure or process must be completed by January 8th.

5. Each Branch/Local Union will make their election procedures or process and schedule publicly available.

6. Each Branch/Local Union will inform the National Executive Director of the results of the elections.

7. 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 the end of February, 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 recommended by the Branch and appointed every two years by the ACTRA National Executive taking into account the recommendations of the constituency affected by the work of the Committee. The ACTRA National President is the Chair of the Stunt Committee.

4. If the Chair of a Standing Committee is not a National Councillor or Alternate, they shall have a seat and voice but no vote at National Council meetings but must have the financial commitment of a Branch(es) to support the associated costs of their attendance at National Council meetings. If there is more than one Chair of a Standing Committee and they are not a National Councillor or Alternate, the Branches supporting the Chairs shall determine which one attends the meeting.

5. All Standing Committees shall report regularly to the ACTRA National Executive through their appointed Executive Liaison.

6. 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.

7. The general mandate of all Standing Committees shall be to examine issues related to or of concern to a certain group of members and to share information and best practices between ACTRA Branches. 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.

8. Budgets of Standing Committees (if any) shall be administered by the ACTRA National Executive and the appropriate staff officers.

9. Standing Committees are required to ensure that there is reasonable representation of historically marginalized groups and appropriate regional and gender representation.

10. The Standing Committees of the ACTRA National Council are: Diversity, Women's, Progress Pride, Indigenous and Stunt Committee.

Cross Ref. Con. 901

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 through variance reports 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.

g) consult with and obtain approval from National Council/National Executive on any extraordinary expenditures over $50,000 that are not contemplated in the budget.

4. Signing Authorities

a) The signing authorities of ACTRA shall be:

i. the ACTRA National President;

ii. the ACTRA National Treasurer;

iii. the ACTRA National Vice President;

iv. the National Executive Director; and

v. the most senior staff member in the ACTRA National Finance Department.

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:

NATIONAL REFERENDUM, RATIFICATION AND STRIKE VOTE PROCEDURES

17 A - REFERENDUM VOTES

All National referendums shall be conducted as follows:

1) All National referendums are to be approved by motion of the ACTRA National Council/ National Executive after fulsome discussion and debate on the issue. The motion shall include the specific question or questions to be put to ACTRA membership, along with the specific wording that will appear on the referendum ballot.

2) Upon approval, the National Executive Director will ensure that:

A. The highest level of staff leadership and the Presidents at all the Branches/Local Unions and ACTRA National Councillors are notified of an impending referendum vote together

with details concerning the subject matter of the vote within a minimum of a twenty-one (21) day period of notice prior to the opening of the voting period. The purpose of this period of notice is to provide Branches/Local Unions time to arrange for membership meetings and/or to distribute information and materials to eligible members regarding the matters upon which they will be asked to vote. National may hold their own meeting(s), or National will participate in any Branch meetings, upon request;

B. the referendum is distributed to eligible members (full members in good standing at the end of the second preceding month prior to the vote) via the last email address provided to ACTRA with the voting instructions, including the date and time the vote shall open and close. The voting period shall be a minimum of fourteen (14) days. Local branches will provide assistance to eligible members requesting reasonable accommodations to ensure they may exercise their right to vote;

C. the ballot clearly indicates the choice between “yes” and “no” for the question or each question and that information regarding the question is available for the duration of the voting period and that such information clearly sets out the date and time during which eligible voters must cast their ballot;

D. through the online voting service provider, only eligible voters cast ballots, and that the provider keeps a proper record of the number of ballots cast during the voting period, and that such online voting service provider has appropriate security and verification measures, and that the integrity of the vote and voter anonymity are guaranteed;

E. any member who attempts to interfere with another member’s right to vote shall be subject to discipline proceedings;

F. a member eligible to vote who claims non-receipt of electronic notice and unique identifier may secure a replacement unique identifier by contacting the National Executive Director’s office. Such claim must be made no less than 24 hours prior to the close of voting; and

G. the certified results of a referendum are communicated to the membership expeditiously.

3) Where the referendum in question has been triggered as the result of a members’ petition, ACTRA National and the branches are beholden to the language within the ACTRA National Constitution Article 1103. As such, ACTRA National and its Branches will attempt to provide members with five days' notice ahead of the voting period on a question brought by petition and provide members with materials and notice of a townhall. Though no branch or National can be held to the regular referendum protocol for petitions as the institution window is provided for in the National constitution.

17 B – RATIFICATION VOTE PROCEDURES
RATIFICATION VOTES:

All National ratification votes shall be conducted as follows:

Section I – Procedure

1. The ACTRA National Council or ACTRA National Executive shall approve the terms of settlement of all National collective agreements that are subject to ratification as well as the voting period and voting eligibility criteria. The National Executive Director shall then notify ACTRA membership there is a tentative agreement approved by National Council/National Executive and that eligible voters will receive information and a ballot in due course.

2. The National Executive Director will ensure:

A. that the ballot clearly says the choice between "yes" and "no" for a tentative agreement.

B. that information regarding the ratification is available for the duration of the voting period and that such information clearly sets out the date and time during which eligible voters must cast their ballot.

C. the ballot is only provided to members who meet the eligibility requirements set forth herein.

D. that voters receive the voting information at the last email address provided to ACTRA. Voters must have an email address to cast a ballot. Local branches will provide assistance to eligible members requesting reasonable accommodations to ensure they may exercise their right to vote.

E. through the online voting service provider, that only eligible voters cast ballots, and the provider keeps a proper record of the number of ballots cast during the voting period, and that such online voting service provider has appropriate security and verification measures, and that the integrity of the vote and voter anonymity are guaranteed.

F. any member who attempts to interfere with a member's right to vote shall be subject to discipline proceedings.

G. the voting period, from the opening of voting to the closing of balloting, will customarily be fourteen (14) days. However, when, in the view of National Council/National Executive, the interests of members are at risk, or if delay will detrimentally impact members, the voting period will be adjusted.

3. Unless directed otherwise by ACTRA National Council/National Executive, the National Executive Director shall communicate only whether the membership has voted in favour or against the ratification vote and ensure that the certified results of the ratification vote are communicated to the membership expeditiously.

Section II - Eligibility to Vote

1. Eligibility of Full Members to Participate in Ratification Votes

Eligibility to vote on any collective agreement negotiated or prescribed by the ACTRA National Council shall be based on the following two criteria:

A. a full member must be in good standing at the end of the second preceding month prior to the vote; and

B. the member must have an attachment to the workplace by having worked under the applicable ACTRA collective agreement between the effective date of the agreement and the end of the second preceding month prior to the vote.

2. Eligibility of Apprentice Members to Participate in Ratification Votes

Subject to Article 1102 of the Constitution, an Apprentice Member will have a right to vote in a ratification vote for the tentative collective agreement, when the ACTRA Membership System (AMS) shows that they have completed 2 professional engagements in a residual category under the applicable ACTRA collective agreement between the effective date of the agreement and the end of the second preceding month prior to the vote.

3. Eligibility of Apprentice Members working in Background Performer Roles to Participate in Ratification Votes

Subject to Article 1102 of the Constitution, an Apprentice Member will have a right to vote in a ratification vote for the tentative collective agreement, when the ACTRA Membership System (AMS) shows or they have submitted proof satisfactory to the ACTRA Branch/Local Union that they have worked in Background roles for at least 8 work days per year under the applicable ACTRA collective agreement between the effective date of the agreement and the end of the second preceding month prior to the vote while they were an Apprentice Member.

4. Eligibility of ACTRA Additional Background Performers to Participate in Ratification Votes

Subject to Article 1102 of the Constitution, an ACTRA Additional Background Performer who meets the voter eligibility requirements as set out below, will have a right to vote in a ratification vote for the tentative collective agreement.

I. An ACTRA Additional Background Performer must provide proof, satisfactory to the ACTRA Branch/Local Union, that they have worked in Background roles for at least 15 work days per year under the applicable ACTRA collective agreement between the effective date of the agreement and the end of the second preceding month prior to the vote. 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.

II. If an ACTRA Additional Background Performer has been an ACTRA Additional Background Performer for a period that is less than the term of the 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.

Cross Ref. Con. Article 11

5. Eligibility to Vote in a Ratification During a Lock-out or Strike

During a strike or lock-out in a jurisdiction, the ACTRA National Council may approve an expanded number of collective agreements under which voter eligibility applies.

6. Non-Receipt of Notice

A member eligible to vote who claims non-receipt of electronic notice and a unique identifier may secure a replacement unique identifier by contacting the ACTRA National Executive Director's office. Such claim must be made no less than 24 hours prior to the close of voting.

17 C – STRIKE VOTE PROCEDURES

STRIKE VOTES:

All National strike votes shall be conducted as follows:

Section I – Procedure

1. The National Executive Director shall notify ACTRA membership that a strike vote will be conducted as approved by National Council/National Executive and that eligible voters will receive information and a ballot in due course.

2. The National Executive Director will ensure:

a) that the ballot clearly says the choice between "yes" and "no" for a strike.

b) that information regarding the strike is available for the duration of the voting period and that such information clearly sets out the date and time during which eligible voters must cast their ballot.

c) the ballot is only provided to members who meet the eligibility requirements set forth herein.

d) that voters receive the voting information at the last email address provided to ACTRA. Voters must have an email address to cast a ballot. Local branches will provide assistance to eligible members requesting reasonable accommodations to ensure they may exercise their right to vote,

e) through the online voting service provider, that only eligible voters cast ballots, and the provider keeps a proper record of the number of ballots cast during the voting period, and that such online voting service provider has appropriate security and verification measures, and that the integrity of the vote and voter anonymity are guaranteed.

f) any member who attempts to interfere with a member's right to vote shall be subject to discipline proceedings.

g) the voting period, from the opening of voting to the closing of balloting, will customarily be fourteen (14) days. However, when, in the view of National Council/National Executive, the interests of members are at risk, or if a delay will detrimentally impact members, the voting period will be adjusted.

3. Unless directed otherwise by ACTRA National Council/National Executive, the National Executive Director shall communicate only whether the membership has voted in favour or against the strike vote and ensure that the certified results of the strike vote are communicated to the membership expeditiously.

Section II - Eligibility to Vote

1. Eligibility of Full Members to Participate in Strike Votes

Eligibility to vote on any strike as approved by the ACTRA National Council/National Executive shall be based on the following two criteria:

a) a full member must be in good standing at the end of the second preceding month prior to the vote; and

b) the member must have an attachment to the workplace by having worked under the applicable ACTRA collective agreement between the effective date of the agreement and the end of the second preceding month prior to the vote.

2. Eligibility of Apprentice Members to Participate in Strike Votes

Subject to Article 1102 of the Constitution, an Apprentice Member will have a right to vote in a ratification vote for the tentative collective agreement, when the ACTRA Membership System (AMS) shows that they have completed 2 professional engagements in a residual category under the applicable ACTRA collective agreement between the effective date of the agreement and the end of the second preceding month prior to the vote.

3. Eligibility of Apprentice Members working in Background Performer Roles to Participate in Strike Votes

Subject to Article 1102 of the Constitution, an Apprentice Member will have a right to vote in a strike vote, when the ACTRA Membership System (AMS) shows or they have submitted proof satisfactory to the ACTRA Branch/Local Union that they have worked in Background roles for at least 8 work days per year under the applicable ACTRA `collective agreement between the effective date of the agreement and the end of the second preceding month prior to the vote while they were an Apprentice Member.

4. Eligibility of ACTRA Additional Background Performers to Participate in Strike Votes

Subject to Article 1102 of the Constitution, an ACTRA Additional Background Performer who meets the voter eligibility requirements as set out below, will have a right to vote in a strike vote.

I. An ACTRA Additional Background Performer must provide proof, satisfactory to the ACTRA Branch/Local Union, that they have worked in Background roles for at least 15 work days per year under the applicable ACTRA collective agreement between the effective date of the agreement and the end of the second preceding month prior to the vote. 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.

II. If an ACTRA Additional Background Performer has been an ACTRA Additional Background Performer for a period that is less than the term of the 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.

Cross Ref. Con. Article 11

5. Non-Receipt of Notice

A member eligible to vote who claims non-receipt of electronic notice and a unique identifier may secure a replacement unique identifier by contacting the National Executive Director's office. Such claim must be made no less than 24 hours prior to the close of voting.

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.

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 per cent (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 per cent (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. As a matter of normal procedure, the ACTRA National President and ACTRA National Executive Director or their designates shall represent ACTRA at international meetings or conferences of organizations to which ACTRA is affiliated or otherwise participates.

2. The ACTRA National President, shall determine the need for the attendance of National Officers and/or other members at international events and ACTRA's staff complement shall be determined by the ACTRA National Executive Director.

BY-LAW NO. 21:

DISPUTE RESOLUTION MECHANISM

1. 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.

2. 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.

3. 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.

4. All costs of the Joint Committee shall be borne equally by the parties.

5. All conclusions and recommendations of the members of the Joint Committee shall be in writing and given to the parties to the dispute.

6.

   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 an 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 an Arbitrator for final and binding resolution.

   e) An 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.

7. 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

      an Arbitrator shall have the power, upon receipt of evidence of such acts, to initiate a special investigation.

b) Upon initiating an investigation, an 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, an Arbitrator shall give such instructions and authority to the person as they deems necessary to achieve the above.

c) In the event an Arbitrator appoints a custodian, such appointment must be confirmed in writing within three (3) working days, and they 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 an 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.

8.

a) 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.

i. In the event there is no agreement, or in the event the Branch/Local Union or ACTRA cannot appoint the nominee, an 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.

9. 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 an Arbitrator.

10. 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 an 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.

11. 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.

12. All decisions of an Arbitrator, the custodian, and the hearing panel shall be in writing and a copy shall be provided to all interested parties.

13. An 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.

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 XII, 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. Beginning in 2016, and on a once every 5 year cyclical basis, all members of UBCP/ACTRA will have the option to change their benefit provider, and have the choice to direct that contributions made pursuant to collective agreements on behalf of members for insurance and retirement be forwarded either to Actra Fraternal Benefits Society (AFBS), or to Member Benefits Trust (MBT).

   For every member who chooses to change their benefits plan from one provider to the other, UBCP/ACTRA will ensure that the member's decision is documented either electronically or in person.

   When joining, every new member of UBCP/ACTRA must make a choice of benefit provider and direct to which benefit provider their contributions shall be sent. Until each new member has made their choice of benefit provider, UBCP/ACTRA will hold the member's insurance and retirement contributions pending completion of the required election form.

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 end 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 anything for the purpose of complying with this Agreement and to direct a party to refrain from doing anything 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 anything 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:
GENDER INCLUSIVITY

Historically, there has been an underrepresentation of women and gender diverse members within ACTRA.

As such, ACTRA is committed to achieving Gender Inclusivity on all ACTRA member committees, including but not limited to the ACTRA National Council, the ACTRA National Executive, Branch Councils and Negotiating Committees.

The following terms are utilized within this appendix, and definitions are provided for reference:

Cisgender: A term used to describe a person whose gender identity aligns with those identities typically associated with the sex assigned to them at birth.

Transgender (sometimes referred to as trans): Refers to people whose gender identity, one's inner sense of being male, female, or something else, differs from their assigned or presumed sex at birth. Gender non-conforming is a term relating to a person whose behavior or appearance does not conform to prevailing cultural and social expectations about what is appropriate to their gender, and does not fit neatly into a category.

Non-binary is an adjective describing a person who does not identify exclusively as a man or a woman. Non-binary people may identify as being both a man and a woman, somewhere in between, or as falling completely outside these categories. While many also identify as transgender, not all non-binary people do.

Two-Spirit (2S): Two Spirit is an English umbrella term to reflect and restore Indigenous traditions forcefully suppressed by colonization, honouring the fluid and diverse nature of gender and attraction and its connection to community and spirituality. It is used by some Indigenous People rather than, or in addition to, identifying as queer.

For the purposes of this appendix, the term "Gender diverse" is intended to encompass people who identify as non-binary, two-spirit, gender non-conforming, and anyone else whose gender expression does not fit neatly into a category. Mention of women or female is meant to be inclusive of both cisgender and transgender women, and mention of men or male is meant to be inclusive of both cisgender and transgender men.

Gender Inclusivity is the practice of achieving balanced representation of different genders at the workplace. Historically this has meant equitable or fair representation of men and women; however for the purposes of this appendix, this term is meant to include men, women and all gender diverse people.

Every effort will be made to ensure that women and gender diverse ACTRA members are encouraged to run for elected position on ACTRA National Council, the ACTRA National Executive and Branch Councils, with an aim to achieving Gender Inclusivity. Women and gender diverse members will be encouraged to participate in ACTRA's elected bodies, and to run for election to these bodies, through mentorship and member education programs, and through efforts to eliminate barriers to their participation.

Gender Inclusivity should be a priority consideration with respect to:

1. Appointments to ACTRA's Negotiating Committees. Additionally, working conditions and opportunities that affect ACTRA's women and gender diverse members adversely will be brought to the bargaining table at every round of negotiations;
2. All National Grievance, Standing Committees or Joint-Standing Committees (except in instances where grievers comprise the committee);
3. All National Policy Committees. The ACTRA National Executive may make additional appointments to policy committees to ensure Gender Inclusivity;
4. ACTRA delegations where ACTRA is making formal public presentations or holding formal meetings with government, committees, labour organizations, and the like;
5. Appointments to new committees;
6. Vacancies that arise (prior to an election) on existing committees or the ACTRA National Executive, Branch Councils, or ACTRA National Council (in addition to other regional, ethnic/physical/neuro diversity or branch considerations).

To monitor progress toward gender inclusivity of men, women and gender diverse members ACTRA Branch Councils are requested to include in their annual reports to the National Council the following information, as submitted via voluntary self-identification forms:

1. The percentage of gender representation elected to the Branch Council;
2. The percentage of members who self-identify as physically or ethno-culturally diverse and are elected to the Branch Council;
3. The efforts that have been made to reach out to women and gender diverse members including efforts to recruit them to run for office. For example, specific outreach to active members of branch/union committees;
4. The efforts that have been made to encourage women and gender diverse members' participation in ACTRA activities. For example, where necessary accommodations have been made, such as childcare or child-friendly spaces for membership meetings, gender-neutral washrooms etc.

History:
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 was restructured once more in 1992, the Policy was forgotten.

The original Appendix B of ACTRA's By-Laws was drafted in the late 1990's in an attempt to reassert ACTRA's commitment to the principle of gender parity and equal treatment for all members. The Appendix set out numerous immediate, mid-term and long-term actions required to reach Gender Parity.

In 2007, a re-energized National Women's Committee under the leadership of Chair Ruth Lawrence undertook research to assess whether ACTRA had taken action as outlined in Appendix B, and whether we had achieved Gender Parity as per the 1986 commitment. The committee found that while women's participation in Councils and Committees had improved, we had not generally reached parity and there was a need, in particular, to increase the participation of women in leadership roles in the Union.

In 2010, ACTRA's National Council passed a motion supporting the ACTRA Equality Statement and requiring the Statement to be read at the start of every meeting of ACTRA's National Council. The Statement affirms ACTRA's commitment to the principle that all union members are equal and deserve mutual respect. It is also a strong declaration of ACTRA members' commitment to neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

In 2011, ACTRA's National Women's Committee under the leadership of Chair Christine Willes, and National President Ferne Downey, directed that "Appendix B – A New Look at Gender Parity" of the ACTRA Constitution, be rewritten with an aim to creating a concise and achievable statement of ACTRA's commitment to achieving Gender Equality, the more commonly used term today, on our elected bodies and committees, and to promote equality for ACTRA's women members – recognizing the diversity of women in our union and inclusive of women from physically and culturally diverse backgrounds -- in the workplaces under ACTRA's jurisdiction through negotiation and proactive initiatives.

An Annual Gender Equality Survey form was implemented to measure the representation of women within the leadership and committees across all branches, as well as reporting on outreach initiatives undertaken by the branches. This form was later expanded to include ethnic diversity.

In 2018, a change was proposed by ACTRA Toronto to be inclusive of transgender women and transgender men and language in this appendix was updated accordingly.

Recognizing the historical lack of visibility of 2SLGBTQIA+ people both within the union and industry, in 2022, a review of the By-Laws was undertaken with a Diversity, Equity, Inclusion and Belonging (DEIB) lens, and recommendations to the National Council were made by leaders of the various 2SLGBTQIA+ Committees across the branches to build more gender inclusivity into this appendix. The Annual Gender Equality Survey form was further updated to encompass more gender diversity, and promote voluntary self-identification for measurement purposes.

APPENDIX C:
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 they 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 and shall specifically define the rights and obligations of ACTRA Additional Background Performers. 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

1. In order to be eligible for ACTRA Additional Background Performer membership, a person must:

   i. have worked as a Background Performer for at least 15 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.

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. Eligibility to Vote

1. 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.

2. 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 Union, that they have worked in Background roles for at least 15 work days per year under the applicable ACTRA agreement between the effective date of the expiring or expired agreement and the end of the second preceding month prior to the vote. 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 x 45 = 19) in order to be eligible to vote.

7. 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. To be eligible for election to the ACTRA Additional Background Performer Caucus Executive, candidates must be ACTRA Additional Background Performers in good standing at the time of

the Vote who have worked as a Background Performer for at least 15 working days within the 12 months immediately preceding the Vote and provide proof thereof, satisfactory to the ACTRA Branch\Local. 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.

   iv. the question of whether or not a member is able to serve out their term after member status change (ABP, FM)

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. suggesting amendments to the applicable collective agreement as it relates to the engagement and treatment of ACTRA Additional Background Performers;

   iii. monitoring the relationship between ACTRA Additional Background Performers and their agents with a view to creating a more co-operative and equitable relationship;

APPENDIX D:
ACTRA'S POLICY STATEMENT RESPECTING ENGAGEMENT OF ACTRA PERFORMERS ON OFF-SHORE PRODUCTIONS

ACTRA members may be approached by producers to work on productions shooting in part or entirely outside of Canada. ACTRA members are advised to check with your local ACTRA office before accepting engagements on such productions to ensure that the producers are signatory to the ACTRA AGREEMENTS and are offering ACTRA members contracts, terms and conditions in accordance with the ACTRA Agreement (ACTRA AGREEMENTS).

Here's a general rundown of your responsibilities as an ACTRA member in each of four likely scenarios:

1. **The producer is signatory to the ACTRA AGREEMENTS and the production is mainly shooting in Canada with an off-shore location shoot component.**

   The ACTRA member must be offered and sign an ACTRA contract covering the entire engagement.

2. **The producer is signatory to the ACTRA AGREEMENTS, and has a production that is shooting entirely in an off-shore location(s).**

   As a signatory to the ACTRA AGREEMENTS, the producer is obligated to engage ACTRA members under the terms and conditions of the ACTRA AGREEMENTS for the entire engagement off-shore.

3. **The producer is not signatory to the ACTRA AGREEMENTS and has a production shooting in Canada with an offshore location shoot component.**

   The producer must become signatory to the ACTRA AGREEMENTS, and the ACTRA member must be offered and sign an ACTRA contract covering the entire engagement.

4. **The producer is not signatory to the ACTRA AGREEMENTS and has a production that is shooting entirely in an off-shore location(s).**

ACTRA members must be engaged on an ACTRA contract except in cases where there is a sister union affiliated with the International Federation of Actors (FIA). In those cases, ACTRA members must be engaged on an ACTRA contract or a contract of the FIA-affiliated union where the engagement is taking place provided that such contract provides fees, terms and conditions at least equal to, or better than, ACTRA's AGREEMENTS.

Where there is no union in the location, ACTRA members must work on ACTRA contracts for an ACTRA signatory producer pursuant to Article 404 of the ACTRA Constitution and By-Law #7 of the ACTRA By-Laws.

APPENDIX E:
ACTRA STUNT COORDINATORS' CODE OF CONDUCT

ACTRA Stunt Coordinators are frontline ambassadors, champions and promoters of the ACTRA Stunt Community. Stunt Coordinators uphold the highest levels of safety consistent with international stunt industry standards; provide world class professional services; and encourage diversity, creativity, and the professional development of performers.

For the purposes of this appendix, the term "Gender diverse" is intended to encompass people who identify as non-binary, two-spirit, gender non-conforming, and anyone else whose gender expression does not fit neatly into a category. Mention of women is meant to be inclusive of both cisgender and transgender women, and mention of men is meant to be inclusive of both cisgender and transgender men.

Stunt Coordinators recommend that Preference of Engagement be followed to provide Production with the most suitable ACTRA Stunt Performers, considering:

- Expertise;
- Experience; and,
- Diversity - to ensure equal opportunity to women, gender diverse members, and performers who are culturally and physically diverse.

Priority shall be given to Stunt Performers from the local area in which the Production is being produced. If local ACTRA members are not available, then Preference shall be given to suitable candidates from other ACTRA Stunt Communities, provided Performers are afforded travel, accommodation, and per diems in accordance with ACTRA's collective agreements. No Performer shall be expected to travel to a Production location at their own expense.

Thorough consideration of overall talent, diversity, and availability of current ACTRA Stunt Community members will be given prior to recommending the engagement of non-ACTRA members. Non-member Performers must obtain the necessary work permits from ACTRA prior to accepting work or providing services. Execution of stunt performances will be carried out by professional Stunt Performers. Ref. By-Law No. 7, Section III – Member Responsibilities, A. Work Rules, f)

Stunt Coordinators defend and support all the contractual rights of ACTRA Performers to receive fair compensation for their work, including audition and cancelled days. Performance expectations and Stunt Adjustments shall be determined and communicated to the Performer prior to work. All Performers must have a fully-executed ACTRA contract prior to performance, including specifying Daily and Use Fees, if applicable. Payments should be made directly to Performers in accordance with the applicable ACTRA Agreements. Ref. By-Law No. 7, Section III – Member Responsibilities, A. Work Rules, g)

Stunt Coordinators will help to uphold ACTRA's Policies on preventing harassment, violence and discrimination. Stunt Coordinators will not tolerate any form of sexual harassment, intimidation, or threats on set, or in the contracting of work. Ref. By-Law No. 7, Section III – Member Responsibilities, B. Professional Conduct: Prohibition against Discrimination and Harassment

APPENDIX F:
ACTRA NATIONAL OFFICER ELECTION RULES

Chief Electoral Officer

The National Executive Director (NED) or their designate will be the Chief Electoral Officer (CEO) for all ACTRA officer elections. The NED/CEO will conduct the elections as per Bourinot's Rules of Order except where the ACTRA bylaws lay out a different procedure. The CEO will take the chair for the duration of the election process.

Timing

The officers will be elected from and by the members of the National Council every two years. The President, and the Vice-President & Treasurer (together) will be elected in alternate years. Elections in a given year will take place on the second day of the AGM, usually held in May or June.

Nominations

Official nominations for an officer position may be made beginning at, but not before, the first meeting of National Council in the election year for the position(s). This meeting is usually held in January or February. In order to provide an opportunity for candidates to have discussions with National Councillors, the nominations will take place on the first day of the National Council meeting. Candidates may nominate themselves or be nominated by a member of National Council to be eligible to run for office and must formally accept the nomination.

Candidates may be nominated at the National Council meeting or by sending correspondence to the CEO at any time between the two meetings. Nominations made in writing must identify the nominator and be accompanied by the signed acceptance of the nominee.

The CEO will make the National Council members aware of all official candidates as those names become available. Candidates may also choose to be nominated on the day of the election.

NED and staff will not participate in any way in election campaigning.

Campaigning

Official campaigning by a candidate may only take place in the period between the candidate's official nomination and the election itself. Campaigning may include a candidate statement, phone contact, written or email materials and in-person communications. It is reasonable for candidates to share their campaign message with National Councillors and with Branch/Local Union Presidents.

It is forbidden for campaigning to take place in public on Social Media as officers are specifically elected by the National Councillors and not by the general membership. (Note: these rules do not prevent a National Councillor or any ACTRA member, from sharing, outside of an official campaign period, their intention to someday run for an officer position or to seek advice from fellow councillors or members on their desire to run.)

Conduct

Officer nominees will be held to the highest standard of conduct throughout the campaign period and election cycle. Harassing behaviour, coercion or bullying of any type will not be tolerated and may, if substantiated, result in discipline and/or rejection of the nomination. The CEO may choose to form a special Election Discipline Committee to rule on such matters. (Ref. By-Law No. 7)

Candidate Statement

Duly nominated candidates may provide a candidate statement of no more than 250 words first to the CEO for vetting to ensure it meets the standard of conduct and then to all National Councillors. This can be done via email. This provision does not preclude the nominee from making additional statements or campaigning using different methods as described above.

Contacts for National Council Members and Branch/Local Union Presidents

On request, the ACTRA Director of Finance and Administration will make available to all official nominees for officer positions the email addresses and phone numbers of the ACTRA National Councillors and Branch/Local Union Presidents.

Election Day

- Officer positions will be elected from the members of the National Council;
- All National Councillors, including the President, have a vote;
- The CEO will call for nominations 3 times following which nominations will be closed;
- The nominees will be asked in reverse order whether they accept their nomination;
- The election shall be conducted by secret ballot;
- The candidates appoint member scrutineers to audit the count with appointed staff;
- Once the election results are announced, the ballots will be destroyed.

Speeches

Each candidate may give a speech of no more than five minutes on the election day immediately prior to the vote. Such speech may be delivered by video or read by the candidate's designate, if the candidate is unable to attend the election due to work or other reason.

A question period consisting of questions from the National Councillors directed to all candidates may take place. Questions will be no more than one minute in length. Each candidate will have up to two minutes to answer each question.

Scrutineers

Two staff members will be appointed as scrutineers. Each candidate will appoint a member scrutineer to observe the counting of the ballots.

Results

The member scrutineers will be asked to attest to whether they observed a fair and accurate vote. If YES, the results of the ballot will be announced.

In the Event of a Tie

In the event of a tie (no majority), the tied candidates will have the opportunity to each make an additional two-minute speech and to answer up to three additional questions from council. Then a new ballot will take place. In the event of a second tie, a third ballot will take place; and so on until one candidate has obtained a simple majority.

The Ballots

Following the announcement of the final result and vote count of the election, Council will vote to destroy the physical ballots.

By-Election

When it is necessary to fill a vacancy in the position of Vice-President or Treasurer prior to the completion of their term, the following process shall apply.

In the event a vacancy occurs, and an in-person meeting is not scheduled reasonably close to the vacancy occurring, the National Council shall schedule a virtual meeting to open nominations for the vacancy. At that meeting nominations will be accepted by the CEO, and nominations will remain open until 24 hours prior to the second virtual National Council meeting at which the vote will be conducted. Nominations will be closed to allow staff 24 hours during the work week to develop the electronic ballot and finalize the voters list. 24 hours in advance of the vote all National Councilors (and/or any Alternates) casting a ballot must provide the CEO and the Director of ITDS with the email address and the cell phone number they wish to have the ballot sent to so the electronic voting company and Director of ITDS can set up the vote. The vote shall be conducted at the second virtual meeting. All other aspects of the voting process including speeches and a question-and-answer period shall remain in effect. The term of office shall be for the remainder of the original term for the position.

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 other’s jurisdiction or granting membership to each other’s 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 their Basic Dues reduced by 50%. They 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.