

# ACTRA CONSTITUTION

January 3, 2003

## **ARTICLE 1 - NAME AND DEFINITION**

- a) The name shall be the ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS, hereinafter referred to as “ACTRA”.
- b) ACTRA is a federation of Branches/Local Unions, national in scope, representing performers in the live transmission, new and recorded media.
- c) The jurisdiction of ACTRA shall include these and other related activities.

## **ARTICLE 2 - AIMS AND OBJECTIVES**

The aims and objectives of ACTRA shall include but not be limited to:

- a) organization and representation of its members and all persons eligible for membership, regardless of national or racial origin, sex, age, creed, colour, disability, marital status or sexual preference;
- b) promotion and protection of the economic, professional and social interests of the members, and the establishment and maintenance of unity of action among its members;
- c) promotion and maintenance of high professional standards among its members;
- d) entrance into agreements with engagers and employers on behalf of the members, and the securing and enhancement of the compensation and conditions of employment;
- e) promotion of the well being of the arts and assistance in the development and perpetuation of the recorded media production and distribution industry;
- f) entrance into agreements, locally, regionally, nationally and internationally, with any other organization(s) which share these aims and objectives;
- g) performance of all such lawful acts as are incidental to or conducive to the attainment of these aims and objectives, and performance of any and all things which a professional association or trade union may do on behalf of its members;
- h) through the ACTRA Insurance and Retirement Plan:
  - i) maintenance of an insurance plan to provide life, accident, health and welfare benefits for the individuals belonging to ACTRA;
  - ii) provision for a retirement plan; and
  - iii) provision for such other plans as may be beneficial for its members from time to time; and
- i) preparation to take any and all action available in the defence of its jurisdiction.

## **ARTICLE 3 - MEMBERSHIP**

### **301 Composition of ACTRA**

- a) ACTRA shall be composed of any Branch/Local Union or professional association:
  - i) which:
    - 1) represents performers working in film, television, radio, video/audio recordings and related areas of the cultural industries;
    - 2) has as one of its basic objectives the negotiation of local and regional agreements, and, through ACTRA, the negotiation of national agreements governing the engagement/employment of its members;
  - ii) which subscribes to the objectives of ACTRA;
  - iii) whose jurisdiction does not conflict with any other union, guild, professional association which belongs to ACTRA;
  - iv) whose members are Canadian citizens or landed immigrants; and
  - v) whose members have qualified as professional performers as outlined in this Constitution.
- b) As determined by the National Council, ACTRA may also be open to any other union, guild, professional association representing performers, or cross-skilled or multi-skilled artists whose membership is not within the complete jurisdiction of any other union, guild or professional association.

**302** A person who is a Full Member of any Branch/Local Union or professional association that composes ACTRA shall be automatically a Full Member of ACTRA.

### **303 Qualification for Membership**

#### **a) Professional Criteria**

A person who has fulfilled the following criteria as an Apprentice Member is qualified to apply for full membership in accordance with the provisions of this Constitution; specifically:

- i) six (6) separate and different professional engagements as a performer, other than as a Background Performer, within the jurisdiction of ACTRA; or
- ii) individuals who are specifically designated by ACTRA may qualify for full Membership upon the completion of three (3) work permits. Persons eligible to apply for membership in this manner will be defined from time to time in the By-Laws.

- iii) some combination reaching six (6) of professional engagements and other pertinent activity as recognized in the general guidelines supplied by ACTRA and interpreted by the Branches/Local Unions.

In the case of an engagement that guarantees sufficient work to accumulate the required qualifying permits, application for Full Membership can only be made upon acquiring the last qualifying permit.

Apprentice members must apply for Full Membership status upon application for their last qualifying permit, or their Apprentice Membership file will be closed. Should the performer wish to apply for Apprentice Membership again in the future, the previous qualifying work permits will not apply.

b) **Established Professional Reputation**

Persons who have an established reputation as a performer, and who qualify under Article 301, may be admitted to Full Membership upon presenting proof of such status to the applicable Branch/Local Union.

The definition of an established professional reputation should include the following:

- i) membership in a recognized organization that does not have a reciprocal agreement with ACTRA, such as FIA or Equity Associations in other countries;
- ii) the number of professional engagements;
- iii) the length of engagement; and
- iv) general guidelines supplied by ACTRA and interpreted by the Branches/Local Unions.

c) **Reciprocal Agreements**

Notwithstanding the provisions of this Constitution governing membership, where a Reciprocal Agreement exists between ACTRA and any other union or organization which provides conditions of entry into membership, the terms of the Reciprocal Agreement shall prevail.

**304 Induction**

All persons applying to a Branch/Local Union for Full Membership shall:

- a) complete the standard forms in full;
- b) pay the necessary initiation fees and dues to the Branch/Local Union;
- c) familiarize themselves with their rights and obligations as a Full Member; and thereby
- d) agree to be bound by the Constitution and By-Laws of ACTRA.

## 305 Categories of Membership

### a) Full Member in Good Standing

A member in good standing is a member who has paid the required dues and is not on inactive membership status or suspension as defined in Articles 311 and 312 of the ACTRA Constitution.

### b) **Apprentice Member**

- i) An Apprentice Member is a performer who is in the process of accumulating qualifying permits with the express purpose of becoming a member.
- ii) An Apprentice Member shall pay the appropriate Qualifying Fees provided in the By-Laws and shall observe and abide by all the obligations of a professional performer, the ACTRA Constitution and By-Laws, specifically including but not limited to Article 404 (“Work Rules and Ethics”) and the ACTRA Constitution.
- iii) Such Apprentice Member shall be entitled to all rights provided in the applicable Collective Agreement negotiated by ACTRA for the duration of their apprenticeship, including residual rights and royalty fees, but shall not be entitled to any benefits under the ACTRA Insurance and Retirement Plan, other than those accorded a Work Permittee.
- iv) An Apprentice Member shall not be entitled to voting rights in ACTRA, but may, if accorded so by the applicable Branch By-Laws, attend Branch meetings with voice but no vote.
- v) Failure to abide by the Constitution and By-Laws may, at the discretion of the Branch/Local or National Discipline Committees, result in the loss of some or all of their permit credits which may include the loss of status as an Apprentice Member.
- vi) A work permittee shall have six (6) weeks from the performance date of their last engagement to apply for Apprentice Membership status and have their work permit credited towards Full Membership. Should the Performer wish to apply for Apprentice Membership again in the future, the previous qualifying work permits will not apply.
- vii) Apprentice members must apply for Full membership status upon application for their last qualifying permit, or their Apprentice Membership file will be closed. Should the Performer wish to apply for Apprentice Membership again in the future, the previous qualifying work permits will not apply.

### c) **Honorary Members**

The National Council may confer the distinction of “Honorary Member” on any person who has rendered distinguished service for performers. Such distinction, however, shall be purely honorary, and honorary members shall not have the rights or obligations of members.

d) **Senior Members**

A member who has been a member of ACTRA for ten (10) years shall, upon reaching the age of sixty-five (65), be granted a fifty percent (50%) reduction in Basic Dues.

Note: Any member who has been an inactive member for extended periods or on suspension for non-payment of dues, for twelve (12) months or more, will qualify after the period of absence has been added.

e) **Life Membership**

The National Council may award a Life Membership to any member. A life member shall pay no Basic Dues but shall have all rights, privileges and obligations of members in good standing and shall observe and be governed by all provisions of the Constitution, By-Laws, rules and regulations of ACTRA.

f) **ACTRA Extra Member**

An ACTRA Extra Member is 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 of Appendix E of the By-Laws. Nothing herein or in the By-Laws shall prevent an ACTRA Extra from applying to become a Full or Apprentice Member provided he or she independently satisfies the applicable requirements set out in the ACTRA Constitution and By-Laws.

**306 Work Permittee and Non-Member**

a) **Work Permittee**

- i) A person who is not a member of ACTRA, and is not a registered Apprentice Member, and who has been offered an engagement in the jurisdiction of ACTRA, shall be considered a Work Permittee.
- ii) A Work Permittee shall pay the appropriate Qualifying Fees provided in the By-Laws and shall observe and abide by all the obligations of a professional performer, the ACTRA Constitution and By-Laws.
- iii) A Work Permittee shall only be entitled to such insurance benefits as determined from time to time by the insurance plan designated by ACTRA.
- iv) Such Work Permittee shall be entitled to all rights provided in the applicable Collective Agreement negotiated by ACTRA for the duration of the permitted engagement, including residual rights and royalty fees.
- v) A Work Permittee shall not be entitled to voting rights in ACTRA.
- vi) Permits issued to Work Permittees do not count towards membership in ACTRA.

b) **Non-member**

A non-member is a person contracted as a performer who is not a member of ACTRA and is not a registered Apprentice Member.

**307 Temporary Membership**

- a) Temporary membership may be conferred on a non-member:
- i) who is not a citizen of Canada or a permanent resident (landed immigrant) in Canada;
  - ii) who has received permission from ACTRA to accept an engagement under the jurisdiction of ACTRA in Canada; and
  - iii) who has been issued a valid employment visa from Employment and Immigration Canada.
- b) If the above conditions are met, a Non-Member can become a Temporary Member upon payment of the required fees provided in the By-Laws and applicable Collective Agreement.
- c) Such Temporary Member shall be entitled to all rights provided in the applicable Collective Agreement negotiated by ACTRA for the duration of the permitted engagement, including residual rights and royalty fees, but shall not be entitled to any benefits under the ACTRA Insurance and Retirement Plan.
- d) A Temporary Member shall not be entitled to voting rights in ACTRA.

**308 Service Charges**

a) **ACTRA 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 to:

- i) an Apprentice Member;
- ii) a non-member performer;
- iii) a person who is an Inactive Member; or
- iv) a person who is not a member in good standing as defined by the National Constitution.

The amount of such service charges shall be determined by the National Council.

**b) ACTRA Performers' Rights Society 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 to:

- i) a Full Member
- ii) an Apprentice Member;
- iii) a non-member performer;
- iv) a person who is an Inactive Member; or
- v) a person who is not a member in good standing as defined by the Constitution.

The amount of such service charges shall be determined by the Board of Directors of the ACTRA Performers' Rights Society.

**309 Initiation Fee**

- a) Each person applying for Apprentice Membership shall pay an Administration Fee upon registration, as established by the By-Laws. The amount of such Administration Fee shall be determined by the National Council.
- b) Each applicant for Full Membership shall pay an initiation fee, as established by the By-Laws, and the appropriate dues.
  - i) The elected body of the Branch/Local Union may adjust the amount of the initiation fee to further organizing efforts, as may the National Council in areas where it is not practicable for the Branch/Local Union to organize.
  - ii) The National Council may also adjust the initiation fee for a member in good standing of any other union with which ACTRA has negotiated a Reciprocal Agreement.

**310 Membership Dues, Assessments, Fines and Arrears**

- a) Membership dues shall comprise Basic Dues of one hundred and seventy-five dollars (\$175.00) per annum payable to the member's home Branch/Local Union plus work dues of two percent (2%) of the member's income earned in the jurisdiction of ACTRA payable to the Branch/Local Union administering the member's work, with a combined maximum total of three thousand dollars (\$3000.00) per annum.
- b) ACTRA general assessments, fines imposed upon a member and arrears in dues shall be collected for each Performer by ACTRA in accordance with the provisions in the By-Laws (By-Law 1, Section IX) and as permitted by the relevant terms and conditions of the (Independent Production) current ACTRA Agreements.



### **311 Inactive Membership**

- a) A member in good standing who has indicated his or her intention to cease working in ACTRA's jurisdiction for a period of time may become an Inactive Member.
- b) A member shall not be eligible to apply for Inactive Membership status for a period of one (1) year of becoming a member of ACTRA.
- c) Application for inactive status, and the rights and responsibilities of the Inactive Member, shall be determined by the By-Laws.

### **312 Suspension**

Any member who has been suspended may regain status as a member in good standing according to By-Law criteria.

### **313 Resignation and Rejoining**

- a) Any member in good standing upon submitting a written resignation signifying a desire to retire from membership in ACTRA may be granted honourable retirement and shall thereupon cease to have any of the rights or obligations of a member.
- b) Where a member in good standing resigns from ACTRA, such performer shall not work within the jurisdiction of ACTRA. If such performer does accept an engagement within the jurisdiction of ACTRA, then such performer must apply for Apprentice Membership in accordance with Article 303 in order to rejoin.
- c) When the member at the time of resignation was not in good standing, in order to rejoin such member shall pay all outstanding fines, penalties, dues and other assessments in addition to the qualifying and entry fees.

### **314 Denial of Membership & Re-entry**

- a) An Apprentice Member can be denied admittance to Full Membership in accordance with the By-Laws.
- b) A Branch/Local Union has the right to refuse re-entry to a resigned member for reasons defined in the ACTRA By-Laws.

### **315 General Assessment**

A general assessment of the members may be levied only by the decision of the National Council, approved by a seventy-five percent (75%) majority of the members voting thereon by referendum vote.

## **ARTICLE 4 - RIGHTS & OBLIGATIONS OF MEMBERS**

### **401 Right to Express Opinion**

Under no circumstances will the obligation of membership in ACTRA preclude an individual member from expressing the member's own personal opinions.

### **402 Censorship**

As a matter of fundamental policy, ACTRA promotes freedom of expression and communication and unequivocally opposes censorship.

### **403 Conflict of Interest**

When a member of ACTRA is in a position to engage/employ other members by virtue of being:

- a) a signatory to an agreement, code or schedule negotiated by ACTRA; or
- b) an officer or proprietor of a company or firm engaging members of ACTRA; or
- c) employed by an engager to engage members of ACTRA,

such member shall declare a conflict of interest and not participate in any discussion unless invited and shall not participate in any decision related to any such agreements, codes or schedules. Failure to disclose a conflict of interest may lead to the laying of charges against the member for conduct prejudicial to the interests and welfare of ACTRA members.

### **404 Work Rules and Ethics**

When working in ACTRA's jurisdiction members shall:

- a) act in a manner to protect and respect the integrity of the profession and their colleagues in ACTRA;
- b) work only for employers/engagers with whom ACTRA or the Branch/Local Union has a Collective Agreement, or for engagers who are signatories to an ACTRA Agreement, Code or Schedule of Fees and have not been declared unfair engagers/employers;
- c) except in the case of charitable or similar production, where specific written permission is given by ACTRA or the Branch/Local Union, work at a rate or fee of not less than that prescribed in the ACTRA or Branch/Local Union Agreement, Code or Schedule of Fees in effect;
- d) work only with members in good standing of ACTRA or persons who have otherwise been qualified by ACTRA or the Branch/Local Union to work in its jurisdiction;

- e) work only under the terms of a written contract entered into prior to the engagement, where the Agreement, Code or Schedule so provides;
- f) work in compliance with all written agreements between ACTRA and other Associations or Unions;
- g) fulfill all contracts with employers/engagers and exercise professional conduct during the engagement by:
  - i) appearing at all places of work at the appointed time;
  - ii) maintaining membership in good standing; and
  - iii) refraining from harassment of fellow members and employees of ACTRA.

#### **405 Prejudicial Conduct**

Notwithstanding the provisions of Article 401, a member shall not act in a manner that is prejudicial to the interest and welfare of ACTRA or its members.

#### **406 Schedule of Penalties/Appeal Procedure**

- a) The National Council of ACTRA shall implement a Schedule of Penalties and an Appeal Procedure for breaches of discipline. The Schedule of Penalties shall include, subject to due process, suspension or expulsion from membership.
- b) The Schedule of Penalties shall form part of the ACTRA By-Laws.
- c) Where no penalty has been developed for an offence, the fixing of the penalty shall be at the discretion of the Branch/Local Union Discipline Committee or the National Council as appropriate.

### **ARTICLE 5 - BRANCHES AND ADMINISTRATIVE CENTRES**

A Branch/Local Union is a political unit.

An Administrative Centre is an administrative unit.

**501** The Branches/Local Unions that, as of January 1, 1992, serve the members of ACTRA shall be deemed the founding Branches/Local Unions chartered by ACTRA. ACTRA shall provide offices servicing these Branches/Local Unions through a Transfer Payment system provided in the ACTRA By-Laws.

**502** ACTRA may establish Branches in any city or area where it is deemed membership in ACTRA and/or activity under the jurisdiction of ACTRA justifies the establishment of a Branch. ACTRA may establish an administrative centre where it deems appropriate and is economically viable.

**503** In any location where members wish to form a Branch/Local Union, they may petition the ACTRA Council to establish such a Branch/Local Union. Where members wish to establish an Administrative Centre, they may petition the ACTRA Council to establish an Administrative Centre. The perpetuation of any Branch/Local Union must meet the criteria provided in the ACTRA By-Laws.

**504** In any location where members wish to dissolve a Branch/Local Union, they may petition ACTRA as set forth in Article 1103 of this Constitution for member representation through another Branch/Local Union. In any location where it is necessary to close an Administrative Centre, the members may petition ACTRA to provide service through another Administrative Centre.

**505** The Branches/Local Unions shall exercise the rights of an autonomous organization with regard to the operations of the Branch/Local Union within their jurisdiction. The jurisdiction of the Branch/Local Union:

- a) shall be mutually agreed upon by ACTRA and the Branch/Local Union and/or
- b) where provincial labour legislation, regulations established thereunder and jurisprudence require that Branches/Local Unions must be an autonomous entity for the purpose of being certified provincially.

The rights and obligations of the Branch/Local Union shall include:

- i) the hiring, firing and direction of staff, consistent with the agreements of the Branch/Local Union;
- ii) the organizing of performers within the Branch/Local Union's jurisdiction, consistent with principles of the Branch/Local Union's jurisdiction;
- iii) the negotiation, enforcement and administration of Collective Agreements applicable to the Branch/Local Union's jurisdiction;
- iv) the enforcement and administration of National Agreements on behalf of ACTRA;
- v) the collection and retention of all monies owing to the Branch/Local Union, including but not limited to dues, non-members' income, administration fees and other income; and
- vi) the servicing of other Guilds under the terms of service agreements with such Guild(s).

Such rights and obligations to carry out these operations will be directed by Branch/Local Union Councils, elected by local membership. The Branch/Local Union may request negotiating assistance from ACTRA. The Branch/Local Union may cede back any portion of its authority to ACTRA.

If a production is produced under a Local Agreement and is to be distributed outside of the Branch/Local Union's jurisdiction, then the rates including royalties, and/or prepayments will be as good as, or better than, those in collective bargaining agreements negotiated by ACTRA.

**506 Per Capita Payments**

- a) The Branches/Local Unions shall support ACTRA on behalf of members on the basis of an equitable per capita payment, established by the National Council.
- b) An independent Auditor's report shall be submitted to the National Council within ninety (90) days of the end of the Branch/Local Union's financial year.
- c) ACTRA shall have the right of membership audit.

**507** It is agreed that ACTRA and the Branches/Local Unions shall maintain harmonious and professional relations with each other and will resolve disputes in a fraternal and amicable fashion. Disputes may occur between Branches/Local Unions or between ACTRA and Branches/Local Unions which cannot be resolved informally. In such circumstances, the dispute resolution mechanism provided for in the By-Laws shall be invoked. This dispute resolution mechanism must provide for the institution of a Joint Committee to resolve differences. Should the Joint Committee not be able to resolve the matter, there can be a final and binding arbitration of the dispute.

The dispute resolution mechanism must also provide for special investigations where Branches/Local Unions engage in improper activity. In all cases the mechanism shall be governed by the rules of natural justice and allow all parties full opportunity to be heard.

**508** Work dues shall be payable to the Branch/Local Union in whose jurisdiction the dues liability was incurred.

**509** No Branch/Local Union shall have the authority to act as an agent for ACTRA or to bind it to any obligations whatsoever without the explicit authorization of the National Council.

**510 Branch/Local Union By-Laws**

- a)
  - i) Each Branch/Local Union shall adopt By-Laws not inconsistent with this Constitution and the ACTRA By-Laws.
  - ii) Such By-Laws must provide for an annual meeting of the membership and the election by secret ballot of a governing body to run the affairs of the Branch/Local Union between meetings of the membership.
  - iii) Within thirty (30) days of the adoption, amendment or repeal of any Branch/Local Union By-Laws, a true copy of the same, certified by an officer of the Branch/Local Union, shall be filed with ACTRA.
  - iv) In the province of Quebec, such By-Laws are to be consistent with the provisions of Bill 90.
- b) If a Branch/Local Union does not adopt By-Laws, or insofar as adopted, the Branch/Local Union By-Laws are held invalid or inadequate by ACTRA, the provisions of the ACTRA By-Laws shall apply to the Branch/Local Union until such time as the Branch/Local Union By-Laws have been amended to be consistent with (a) above.

## **511 Cessation of Funding and Disposition of Assets**

### **a) Cessation of Funding**

When an accumulated debt of a Branch/Local Union is equal to seventy-five percent (75%) of the Branch/Local Union representative's salary and benefits package, the Treasurer, on behalf of ACTRA, will notify said Branch/Local Union of its potential insolvency. If the Branch/Local Union is unable or unwilling to reduce its accumulated debt, ACTRA, given its mandate to provide Branch services across the country, will consider how such a Branch/Local Union may continue to be serviced. However, ACTRA may also at its discretion, cease to fund, through transfer payments, the Administrative Unit servicing that Branch/Local Union at the end of the fiscal year, and do all things necessary to relieve ACTRA of any future liabilities with respect to that Branch/Local Union.

### **b) Disposition of Assets**

If a Branch/Local Union and/or Administrative Centre shall cease to exist as a Branch/Local Union and/or Administrative Centre and if there is no prior agreement with ACTRA governing the disposition of its assets and liabilities, all its properties and assets including, but not limited to the Collective Agreements, shall become the property of ACTRA.

## **ARTICLE 6 - AUTHORITY OF THE NATIONAL COUNCIL**

### **601 The National Council shall:**

- a) be the sole bargaining authority on behalf of performers in the jurisdiction, save where that authority is granted to a Branch/Local Union pursuant to Article 505 of this Constitution or by the provisions of the National Collective Agreements;
- b) be, consistent with (a) above, the final arbiter and interpreter of the National Collective Agreements;
- c) be responsible for developing the national bargaining objectives and to coordinate the pursuit of those objectives, including, where necessary, local ratification; further, where authority is granted to establish local/regional agreements, to assist in the pursuit of those objectives;
- d) be responsible for matters pertaining to the conditions of employment, conditions of engagement, and other matters arising from the collective agreements affecting the members;
- e) administer the affairs of ACTRA and to provide a mechanism for the selection of members of the appropriate negotiating committees, such mechanism to ensure regional representation;
- f) approve the ACTRA Budget and appoint the Auditors;

- g) appoint the Arbitrator (see Dispute Resolution Mechanism in the By-Laws);
- h) set and develop policies and advance public policy objectives;
- i) be responsible for international relations;
- j) elect the ACTRA President, and the ACTRA Executive, and ensure adherence to the Budget by the Executive and by the ACTRA staff;
- k) convene the Annual General Meeting; and
- l) may establish and disband National Committees.

**602 Removal From Office**

The Council, by a two-thirds (2/3) vote of a quorum meeting, may remove the President or any elected member of the Executive from office, providing that cause is given and due process is observed. Notice of intent to seek removal shall be given at the immediately preceding meeting, such notice to state cause.

**603 ACTRA Executive**

The ACTRA Executive shall administer the business and financial affairs of ACTRA between meetings of the National Council and shall prepare the ACTRA budget for presentation to the Annual General Meeting and shall set the date for that meeting. The ACTRA Executive shall have the power to act with the full authority of the National Council. The quorum of the Executive shall be three (3) members plus the presiding officer, normally the President of ACTRA.

**604 Voting Procedure**

- a) The voting procedure at any meeting of the National Council, except where provided otherwise in this Constitution, shall be one (1) vote for each National Councillor or alternate in attendance. A majority of votes shall govern the decisions of the National Council and of the Executive.
- b) Alternates, when appointed, must serve for no less than one (1) day.

## ARTICLE 7 - ELECTION OF NATIONAL COUNCIL

- 701** The National Council of ACTRA shall be elected every two (2) years.
- 702** The Following National Councillors shall be elected from the Branches/Local Unions. A National Councillor is the liaison between the Branch/Local Union and ACTRA. Each National Councillor will sit as a member of the Council of his/her home Branch/Local

<u>Location</u>	Number of Councillors
British Columbia	3
Edmonton	1
Calgary	1
Saskatchewan	1
Manitoba	1
Toronto	12
Ottawa	1
Montreal	2
Maritimes	1
Newfoundland	<u>1</u>
<b>TOTAL</b>	<b><u>24</u></b>

The National Council shall be composed of no more than twenty-four (24) National Councillors, the President and the Past President. The President shall be elected from the National Council on alternate years to the election of the National Council. The vacancy thus created shall be filled by the affected Branch/Local Union. The Past President sits on the National Council and Executive with voice but no vote. A quorum shall consist of twelve (12) members representing no fewer that five (5) Branches/Local Unions, plus the presiding officer, normally the President of ACTRA .

### **703 Eligibility to be a Candidate**

A member shall be eligible to be a National Councillor when the member is in good standing at the time of nomination. In the event that a National Councillor ceases to be a member in good standing of ACTRA, a vacancy shall be declared.

### **704 Eligibility to Vote**

To be eligible to vote in an election, the member must be in good standing at the time of the circulation of the ballot.

### **705 Vacancies**

A vacancy on the National Council will be filled in a manner to be determined by the affected Branch/Local Union.



**706 Election of the ACTRA Executive**

The ACTRA Executive shall comprise seven (7) members and be elected on the following basis, providing for more proportional regional representation, where applicable:

British Columbia	1
Alberta	1
Saskatchewan/Manitoba	1
Toronto	2
Ottawa/Montreal	1
Maritimes/Newfoundland	1

**707 Affiliated Trade Unions**

The National Council or its Executive is empowered to establish or cause to be established one or more affiliated or otherwise related trade unions for the purpose of representing employees in inter alia the regulation of relations between such employees and their respective employers.

**708 Merger**

ACTRA may establish such relationships as it requires for collective bargaining or organizational purposes. Where these involve joining another organization, it shall be achieved in the following way:

- a) within ACTRA a majority vote of the ACTRA Council and a membership referendum; or
- b) outside ACTRA a two-thirds (2/3) majority vote of the ACTRA Council and a two-thirds (2/3) majority vote of a membership referendum. Such referendum shall only be considered valid if twenty percent (20%) of members eligible to participate have cast ballots.

**709 Assets**

The assets of ACTRA on the date this Constitution takes effect shall remain the assets of ACTRA. The ownership of future assets shall be determined by the purchaser.

**ARTICLE 8 - DUTIES OF OFFICERS**

**801 The President**

The President of ACTRA shall be the official spokesperson for and on behalf of the ACTRA, with duties defined by the By-Laws of ACTRA.

**802 The Treasurer**

- a) The ACTRA Council shall elect one of its members as Treasurer, who will sit on the Executive.

- b) The Treasurer will:
  - i) act on behalf of ACTRA as custodian of the assets of ACTRA;
  - ii) act as liaison between the Auditors and ACTRA to ensure that proper accounting practices are being employed in carrying out the business of ACTRA; and
  - iii) constantly monitor the budget and will cause to be prepared a financial report and budget for inclusion in the Annual Report.
- c) The Treasurer shall give an indemnity bond in an amount to be decided upon from time to time by the National Council. The cost of such bond will be borne by ACTRA.
- d) The Treasurer cannot simultaneously be a Treasurer of a Branch/Local Union and ACTRA.

### **803 The Vice-President**

- a) The ACTRA Council shall elect one of its members as Vice-President, who will sit on the Executive.
- b) The Vice-President shall assume temporarily the duties of the President when necessary to perform duties as defined in the By-Laws of ACTRA.
- c) The Vice-President shall act as a liaison with the committees of ACTRA.

### **804 The Executive Director**

The Executive Director of ACTRA, who shall not simultaneously be a member of ACTRA, shall sit on the National Council/ACTRA Executive with voice but no vote.

## **ARTICLE 9 - COMMITTEES**

### **901 Standing Committees**

The National Council may establish and disband such standing committees as are necessary to implement the aims and objectives of ACTRA. Any member in good standing may be appointed to a standing committee. The standing committees shall be regulated by the By-Laws of ACTRA.

### **902 Ad Hoc Committees**

The National Council may establish and disband such committees as are necessary to implement the aims and objectives of ACTRA. Any member in good standing may be appointed to a committee.

## ARTICLE 10 - ACTRA PERFORMERS' RIGHTS SOCIETY

### 1001 Definitions

When used in this Article the terms listed below shall have the following meanings:

- a) Member(s): shall include all forms of member of ACTRA and shall further include non-member performers, including Apprentice Members, and any corporation controlled by a member to which fees are owing as a result of services performed by a member for an Engager/Employer bound by a Collective Agreement with ACTRA and/or its Branches/Local Unions.
- b) Other Rights Holders: Other Rights Holders includes but is not limited to such other persons or corporations who hold rights in audio-visual properties, such as directors, writers, choreographers and producers.
- c) Society: shall mean the ACTRA Performers' Rights Society.
- d) Fee(s): shall mean original fees, residual fees, royalties and all manner of remuneration due to a member pursuant to a Collective Agreement negotiated by ACTRA or Branch/Local Union.
- e) No Known Addresses/Unclaimed Funds ("NKA"): shall mean all parties or individuals for which monies are being held in trust pursuant to Article 1003 b) below.

### 1002 The Society

The ACTRA Performers' Rights Society, a non-profit, without share capital corporation, hereafter known as "The Society" shall be governed by a Board of Trustees, whose composition and duties are laid out in the Constitution and By-Laws of the Society, and whose primary purpose shall be to assist members and other rights holders in collecting fees owed to them, and may charge appropriate service charges and fees.

### 1003 Fees

#### a) Assignment of Fees

In order to facilitate such collections, and subject to the conditions and exceptions set out in this Article, each member shall conclusively be deemed to have assigned and transferred unto the Society all fees payable to such member by any Engager pursuant to any Collective Agreement to which ACTRA is a party. The Society is authorized to take and maintain action in its own name or in the name of the member, as it, in its sole discretion deems advisable, in order to seek to effect collection of such fees on behalf of the member. Collection of fees owed to other rights holders shall be subject to the conditions laid out in the Constitution and By-Laws of the Society.

**b) Provisions for Unclaimed Fees**

- i) In respect of all accumulated monies held in the NKA Account up to January 7, 1999, the Society shall continue to take reasonable steps to locate the person in respect of whom it is holding funds in trust during the next two (2) year period. If by the end of this two (2) year period the person is located, the funds will be paid to that person. If the person cannot be located, the funds will be transferred to the General Account of the Society to be utilized in the collective interest and for the benefit of the ACTRA membership.
- ii) From January 7, 1999, the Society shall proceed as follows in respect of NKA funds:
  - 1) The Society shall take reasonable steps to locate the person in respect of whom it is holding funds in trust for a period of five (5) years following receipt of the funds from the Producer or Distributor;
  - 2) During the five (5) year period, if any person identified by the Society as a beneficiary of any NKA funds, makes an application in writing to be paid the funds, the Society will allow such an application and will pay the funds to that person. The Society may request proof of identification and confirmation of participation in the production(s) for which funds are being held;
  - 3) Provided that a person cannot be located and the five (5) year period has expired, the funds will be transferred to the General Account of the Society to be utilized in the collective interest and for the benefit of the ACTRA membership.
  - 4) No person will have a claim to the funds transferred to the General Account in accordance with sub-paragraph 3) after the expiry of the five (5) year period, unless that person can demonstrate to the satisfaction of the Society that 1) reasonable steps were not taken by the Society to locate the said person and/or 2) there are or were extenuating or compassionate circumstances which justify the payment of the funds to that person.
- c) Any payments to persons made under this Article will be without interest or any other form of consideration for the use of the funds.

**1004 Right of Member to Take Action**

Notwithstanding the assignments provided for herein, and whether or not the notice provided for hereof has been mailed, each member shall retain the right to take action personally in order to attempt to effect collection of any fees, provided that:

- a) such member shall have delivered to the Society notice in writing of his or her intention to take personal action; and

- b) such notice is received prior to the commencement of action on behalf of such member by the Society.

If such notice is delivered within the time provided in this clause, the Society shall refrain from action on behalf of the member delivering the notice.

**1005 Action at Discretion of the Society/ACTRA**

Nothing herein contained shall impose any obligation upon the Society or ACTRA to take action on behalf of a member. The decision to take action, or to refrain from taking action, lies within the sole discretion of the Director of the ACTRA Performers' Rights Society or the National Executive Director of ACTRA.

**1006 Direction of the Society**

The Society shall be administered by a staff, whose chief administrative officer shall be known as the Executive Director of the ACTRA Performers' Rights Society and who shall oversee the administration of the Society and effect the objectives of the Society as directed by the Board of Trustees, consistent with the Statement of Purpose of the ACTRA Performers' Rights Society.

**1007 Transitional Clause**

Until the first meeting of the new Board of Trustees, the direction of the Society shall be governed by its current Board of Directors, composed of the ACTRA Executive of the day. The Board shall be charged with overseeing the transition to the new structure. The clauses regarding the ACTRA Performers' Rights Society shall take effect upon the first meeting of the Board of Trustees, but in no case later than March 1, 1994.

**ARTICLE 11 - REFERENDUM VOTES**

**1101 General**

The ACTRA Council may order a referendum vote by secret ballot of the membership on any question, resolution or action on which it considers it necessary to consult the members.

**1102 Eligibility to Vote**

All agreements, codes or schedules (except where provided otherwise in this Constitution or in the By-Laws) negotiated or prescribed by ACTRA shall be subject to ratification by the members by referendum vote, as prescribed in the By-Laws and subject to any relevant Provincial Legislation.

**1103 Petition**

A request for a referendum shall be presented to the ACTRA Council/Executive in the form of a Branch membership resolution or signed petition. In either event, it must have the support of one hundred (100) or more members or fifty percent (50%) of the Branch membership, whichever is the lesser. The petition or motion shall clearly state the question

to be put to the membership, along with the specific grounds for seeking the referendum. If the ACTRA Council/Executive cannot resolve the question to the satisfaction of the petitioners, and if the question is not ruled to be unconstitutional, the referendum shall be instituted within thirty (30) days of receipt either locally, regionally or nationally, according to its application.

#### **1104 Ratification**

Where a referendum vote is taken as required by this Constitution for the ratification of an Agreement, Code or Schedule or other matter, if a majority of the votes are in favour of ratification it shall be deemed to have been approved. No appeal for another referendum vote on such ratification shall be considered. Nothing contained in this clause shall amend or modify the minimum provisions of Bill 90 in the Province of Quebec.

#### **1105 Renewal and Amendments**

In any case where the ACTRA Council/Executive seeks ratification of an Agreement, Code or Schedule which has been negotiated by way of renewal or amendment, it shall have the power to limit the question to the amendment or amendments proposed. Nothing contained in this clause shall amend or modify the minimum provisions of Bill 90 in the Province of Quebec.

#### **1106 Recall**

Where a Council of a Branch/Local Union deems it necessary, it may place before the membership a motion to recall a National Councillor serving that Branch/Local Union. Cause for removal must be shown and due process must be observed. There shall be a referendum vote in the Branch concerned, and the question shall be decided by a majority vote of the members responding.

### **ARTICLE 12 - BY-LAWS**

#### **1201 By-Laws of ACTRA**

The National Council, by a two-thirds (2/3) vote of a quorum meeting, shall have the power to enact, rescind, amend, or otherwise establish By-Laws as it, in its discretion, may deem necessary for the efficient operation of ACTRA, provided that no such By-Laws shall be inconsistent with, or in conflict with, this Constitution.

#### **1202 Limitations**

The By-Laws of ACTRA shall contain, but shall not be limited to, rules, procedures or other matters required to implement the principles and other provisions expressed in this Constitution.

#### **1203 Relief to Branches**

If a motion adopted by a Branch Council or a Branch Membership Meeting requests relief from the By-Laws of ACTRA, the National Council may grant such relief for specified periods of time.

### **ARTICLE 13 - AMENDMENT**

The Constitution may be amended by the National Council of ACTRA at any of its meetings. Notice of intention to amend the Constitution must be given no later than the immediate previous regular meeting at which the amendments are to be considered. Any amendment to the Constitution shall not take effect, however, until approved by referendum vote of the membership in accordance with the provisions of this Constitution.

### **ARTICLE 14 - FORCE MAJEURE**

When conditions arise which are beyond the control of ACTRA, such as a mail strike, natural calamity, or such condition, the ACTRA Executive may declare a "Force Majeure". Such declaration of "Force Majeure" shall be limited to the effective dates of referenda, of balloting, to the holding of meetings on specific dates, but shall not set aside any of the rights and obligations provided by the Constitution and By-Laws.

### **ARTICLE 15 - SEVERABILITY**

If any provision of this Constitution or the application of such provision to any persons or circumstances shall be held invalid, the remainder of this Constitution or the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

### **ARTICLE 16 - RULES OF ORDER**

The Rules of Order at all meetings of ACTRA shall be based on Bourinot's Rules of Order (Third Edition), subject to any relevant positions laid down in this Constitution.

### **ARTICLE 17 - EFFECTIVE DATE**

This Constitution is effective January 3, 2003.

## GLOSSARY

**Ad Hoc Committee:** A committee established by the 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 Executive:** The Executive Committee of the National Council, empowered to conduct 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 \$175.00 are paid to the member's home Branch/Local Union.

**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 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 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.

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



**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/Local Union to ACTRA for an amount determined by the National Council. These per capita payments finance the operations of the National ACTRA office. 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 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 for 10 years, will have his/her Basic Dues reduced by 50%. He/she will continue to pay working dues.

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

**Standing Committee:** A committee established by the National Council to operate on a permanent basis to deal with continuing issues important to ACTRA.

**Suspension:** A member whose annual dues are in arrears.

**Transfer Payment:** A payment made by ACTRA to the Branch/Local Union 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.

**Work Permittee:** A performer who is working in our jurisdiction on work permits.

**Working Dues:** Working Dues are currently 2.0% 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.