

**MEMORANDUM OF AGREEMENT
WCBU MERGER AGREEMENT**
(June 6, 2001, as amended September 7, 2003)

BETWEEN:

UNION OF B.C. PERFORMERS
(hereinafter referred to as "UBCP")

AND:

WEST COAST BACKGROUNDERS UNION, LOCAL 1
(hereinafter referred to as "WCBU")

AND:

PUBLIC SERVICE ALLIANCE OF CANADA
(hereinafter referred to as "the Alliance")

WHEREAS the WCBU has various applications for certification presently outstanding before the Labour Relations Board; and

WHEREAS the WCBU is an affiliate of the Public Service Alliance of Canada; and

WHEREAS the various applications of certification presently before the Board are opposed by the Producers; and

WHEREAS the WCBU and the UBCP have entered into a tentative merger agreement in the form attached as Appendix "A".

THE PARTIES ARE AGREED AS FOLLOWS:

TERMS OF AGREEMENT WITH THE ALLIANCE

1. The UBCP shall pay the Public Service Alliance of Canada the sum of \$40,000.00, \$20,000.00 of which is payable upon ratification and implementation of the merger agreement and the remaining \$20,000.00 payable December 31, 2002.
2. The UBCP is required to pay the funds referred to in paragraph 1 and the UBCP is required to implement Appendix "A" if and only if the Producers enter into voluntary recognition of UBCP as the exclusive bargaining agent for background performers, including background extras in a form satisfactory to the UBCP.
3. The Alliance agrees that it will not directly or indirectly seek to organize or otherwise represent background performers in the Province of British Columbia.

4. The Alliance agrees that it will not enter into any affiliation with any organization that has as one of its objectives the direct or indirect representation of background performers in the Province of British Columbia.
5. The UBCP will take over representation of members of the WCBU immediately, pending receipt of voluntary recognition from the producers. The UBCP will engage the services of two WCBU officers, Janice Cudges and Margot Gibson at \$9/hour to a maximum of 20 hours per week (plus any pre-approved expenses) for the period from the conclusion of this agreement to September 15, 2001. Ms. Cudges and Ms. Gibson will work under the direction of the UBCP and will be assigned duties determined by the UBCP as necessary for the maintenance of proper communication between the UBCP and the WCBU membership.

DATED at the City of Vancouver, in the Province of British Columbia, June 6, 2001.

AGREED TO:

(original copy – June 6, 2001 - signed)

Authorized Signatory for the WCBU

(original copy – June 6, 2001 - signed)

Authorized Signatory for the UBCP

(original copy – June 6, 2001 - signed)

Authorized Signatory for the Alliance

WCBU MERGER AGREEMENT APPENDIX "A"

1. PARTIES

- 1.1 The Union of British Columbia Performers (the "UBCP") is a trade union certified under the provisions of the Labour Relations Code of British Columbia (the "Code"). The UBCP is a local union of ACTRA.
- 1.2 The West Coast Backgrounders Union (the "WCBU") is a trade union within the meaning of the Code with one or more pending applications for certification before the Labour Relations Board (the "Board").

2. DEFINITIONS

- 2.1 "Background Extra" means a person who is engaged as a background performer who is not a Performer Member of the UBCP and who falls within the definition of "General Background Performer" set out in the Master Production Agreement 1999-2002.
- 2.2 "Background Extra Member" means a person who holds membership as created and defined by this agreement. These members may be known in the future as "UBCP Extra Member".
- 2.3 "Performer Member of the UBCP" means a person who has fulfilled all the requirements to be a full member of the UBCP.
- 2.4 deleted
- 2.5 "Caucus" or "Background Extra Caucus" means the Background Extra Caucus established by Article 8.
- 2.6 "ACTRA" means the Alliance of Canadian Cinema, Television and Radio Artists.

3. JURISDICTION

- 3.1 The jurisdiction of the UBCP includes all performers, including background performers, in the Province of British Columbia and the Yukon.

4. RATIFICATION

- 4.1 This agreement will be ratified by the members of the WCBU by mail ballot under Section 10.3 of the WCBU Constitution and By-Laws and by the UBCP in accordance with its constitution.
- 4.2 Ratification by the UBCP will occur only after the agreement has been ratified by the WCBU and consequential constitutional amendments have been adopted by the UBCP.

4.3 The WCBU is not required to take this proposed agreement to ratification until the UBCP Executive Board has approved the agreement in principle.

4.4 Neither the WCBU or the UBCP will be required to ratify the agreement until the Labour Board has given such approval as the parties deem necessary to provisions of this proposal and in particular have approved Article 9.4

5. BASIC TERMS OF THE MERGER

5.1 The UBCP and the WCBU will merge. After ratification of this agreement, the merged union will continue to be known as the UBCP.

5.2 Upon reaching an agreement subject only to ratification by the UBCP, the WCBU and the UBCP will make joint application to the Labour Relations Board to hold in abeyance all applications for certification pending before the Board.

5.3 The UBCP agrees to accept as Background Extra Members all WCBU members who pay an initiation fee of \$30.00 to the UBCP, who thereafter will hold the membership status as established by this agreement.

5.4 The WCBU will consent to an application by the UBCP to the Labour Relations Board to have the UBCP declared the successor union to the WCBU.

5.5 The UBCP and the WCBU agree that this agreement is contingent upon the provision of Article 9.4 remaining in effect.

5.6 Nothing in this agreement disturbs the existing preference of engagement rights of the Performer Members and Apprentice members of the UBCP under the existing collective agreements to which the UBCP is signatory. In other words, Background Extra Members gain no additional rights to claim engagement as a Qualified Background Performer under the UBCP collective agreements.

5.7 The UBCP acquires no liabilities of the WCBU except those acquired pursuant to Section 37 of the Labour Relations Code and, without limiting the generality of the foregoing, the UBCP acquires no financial liabilities of the WCBU.

6. MEMBERSHIP

6.1 The UBCP will create a new category of members to be known as Background Extra Members.

6.2 A person may become a Background Extra Member of the UBCP if:

- (a) the person has been engaged as a background performer in British Columbia on not less than 24 work days within the preceding 12 months;
- (b) the person pays an initiation fee in the amount of \$75.00; and,
- (c) the person successfully completes an orientation course acceptable to the UBCP.

- 6.3 Background Extra Members (or UBCP Extra Members) will pay annual dues in the amount of \$30.00 and will pay working dues in the amount of 1.75%
- 6.4 Background Extra Members who do not work at least 15 days as a background performer during a period of 12 consecutive months measured from April 1 of each year, shall no longer be Background Extra Members of the UBCP and shall not be readmitted as a Background Extra Member of the UBCP unless they fulfill the qualifications for membership in 6.2.
- 6.5 Deleted
- 6.6 A Background Extra Member is eligible to become a Performer Member of the UBCP by independently satisfying the criteria for performer membership as set out in the Constitution and By-Laws of ACTRA and the UBCP.

7. UNION ACTIVITY

- 7.1 Background Extra Members will have no right to attend membership meetings of the UBCP.
- 7.2 Notwithstanding 7.1, all members of the Executive of the Caucus will have the right to attend all membership meetings of the UBCP and will have voice and vote at such meetings.
- 7.3 Background Extra Members may not hold office as President, Vice President, Secretary, Treasurer or Director of the UBCP except as provided by this agreement.

8. BACKGROUND EXTRA CAUCUS

- 8.1 There will be a Caucus established by the UBCP comprised of all members of the Union who are Background Extra Members (or UBCP Extra Members) of the UBCP. The Caucus will be referred to as the UBCP Background Extra Caucus.
- 8.2 All members in good standing of the Caucus will elect an executive comprised of a Chair, Vice Chair, Secretary, Treasurer and three Members-at-Large.
- 8.3 All members in good standing of the Caucus will be eligible to run for a Caucus Executive position.
- 8.4 The Chair of the Caucus will sit as a Director of the UBCP Executive Board.
- 8.5 The President of the UBCP or his/her delegate who is a member in good standing of the UBCP will have the right to be present at any and all meetings of the Caucus with a voice but no vote.
- 8.6 Deleted

- 8.7 All changes to the membership criteria of the Caucus must be approved by the Performer Members of the UBCP. No change to the membership criteria of the Caucus will be made except with the approval of the Caucus membership.

9. COLLECTIVE BARGAINING

- 9.1 The members of the Executive of the Caucus will sit as members of the UBCP bargaining advisory committee.
- 9.2 The UBCP bargaining committee, directly or through the Executive, will consult the Caucus during collective bargaining as necessary from time to time to ensure that issues pertaining to Background Extra Members are properly canvassed.
- 9.3 The Caucus will have the right to bring forward to the UBCP bargaining advisory committee proposals for collective bargaining pertaining to the terms and conditions of employment for all members of the Caucus.
- 9.4 All Background Extra Members of the Caucus will have the right to participate in strike votes and in ratification of the collective agreements that affect Background Extras if and only if the Background Extra Member has worked as a background performer in the thirty day period preceding the date of the vote, or the date on which the ballots are mailed to the membership.

10. CONTRACT ADMINISTRATION

- 10.1 The UBCP will designate a staff person to be responsible for the administration of the collective agreements as they apply to background performers. This staff person will liaise with the Background Extra Caucus in order to ensure that the Background Extra Caucus is kept informed of issues and grievances arising under the collective agreements as they apply to background performers.
- 10.2 The Chair of the Background Extra Caucus may designate a member of the Caucus to act as an unpaid member steward subject to the collective agreement between UBCP and CAW.

11. UNION EDUCATION

- 11.1 The Caucus will be consulted by the staff of the UBCP in the preparation of orientation and other courses available for members of the Caucus in order to ensure that the courses are relevant to the needs of the Caucus members.

12. ENGAGEMENT

- 12.1 The UBCP recognizes that an underlying priority of this merger is the benefits to its members of a fair system of opportunities for engagement as background performers, including Background Extra Members.

- 12.2 The UBCP will consider any proposals from the Caucus pertaining to the establishment of a Central Casting system to be operated by the UBCP for the benefit of UBCP members.
- 12.3 The UBCP will support a Committee of the Caucus that has as its mandate the formulation of a proposal for fair work referral. The Committee will be comprised of two Background Performer Members, two Background Extra Members and one person appoint by the President of the UBCP. The Committee will report to the Caucus within 12 months and the Caucus will report to the UBCP Executive no later than six months thereafter.