



**DIRECTORS GUILD OF CANADA**  
**ONTARIO DISTRICT COUNCIL**

**By-law No. 1**

As per section 152 of the Canada *Not for Profit Corporations Act*, unless the articles or by-laws provide otherwise, the directors may, by resolution, make, amend or repeal any by-laws that regulate the activities or affairs of DGC Ontario except for those regarding fundamental changes. These changes will be effective as of the date of the resolution of the Board of Directors, and will remain in effect until presented at the next meeting of Members where they may be accepted, amended or repealed.

Updated December 3, 2023

## TABLE OF CONTENTS

<b>Article 1 - Definitions</b> .....	<b>1</b>
<b>Article 2 - Registered Office</b> .....	<b>3</b>
<b>Article 3 - Corporate Seal</b> .....	<b>4</b>
<b>Article 4 - General</b> .....	<b>4</b>
<b>Article 5 - Code of Ethics and Professional Conduct</b> .....	<b>4</b>
<b>Article 6 - Membership</b> .....	<b>7</b>
Membership Classes .....	7
Full Members .....	7
Associate Members .....	8
Life Members .....	8
Becoming a Member .....	9
Membership Categories, Upgrades, and Reclassification.....	10
Member-Initiated Requests .....	11
Unilateral Changes .....	11
<b>Article 7 - Member Payments</b> .....	<b>12</b>
Member Check-off.....	12
Assessments .....	12
<b>Article 8 - Membership Rights</b> .....	<b>12</b>
Voting Rights .....	12
Right to Notice of a Meeting of Members .....	13
Right to Make Submissions to the Executive .....	13
Right of Access to Documents.....	13
Annual Financial Statements .....	13
<b>Article 9 - Cessation of Membership</b> .....	<b>14</b>
Honourable Withdrawal.....	14
Suspension of Membership.....	15
Termination of Membership .....	16
Withdrawal from Membership.....	16
Reapplication for Membership .....	16
<b>Article 10 - Notice</b> .....	<b>17</b>
<b>Article 11 - Membership Meetings</b> .....	<b>17</b>
Types of Membership Meetings .....	17

Notice of Meeting .....	18
Procedure .....	19
Voting .....	19
Participation by Electronic Means .....	19
Absentee Voting.....	20
Voting by Proxy .....	20
<b>Article 12 - DGC Ontario Executive Board (the “Executive”) .....</b>	<b>20</b>
Composition of the Executive Board.....	20
Powers of the Executive Board.....	21
Election of the Executive Board .....	22
Voting Procedure for the Election of the Executive Board .....	23
Term of Office/Replacement of Executive Board Members .....	25
Meetings of the Executive Board.....	26
Remuneration of Executive Board Members.....	27
Execution of Documents.....	27
Indemnification of Executive Board Members and Others .....	27
Removal of Executive Board Members .....	28
<b>Article 13 - Caucuses .....</b>	<b>28</b>
<b>Article 14 - Committees .....</b>	<b>29</b>
General.....	29
Standing Committees .....	30
<i>Ad Hoc</i> Committees .....	32
<b>Article 15 - Collective Bargaining and Collective Agreements.....</b>	<b>32</b>
<b>Article 16 - Grievances, Hearings, and Appeals.....</b>	<b>32</b>
Procedure .....	32
<b>Article 17 - Finances .....</b>	<b>33</b>
Auditors.....	33
Books and Records .....	33
<b>Article 18 - Rival Organizations .....</b>	<b>33</b>
<b>Article 19 - Changing the By-law .....</b>	<b>34</b>

# DIRECTORS GUILD OF CANADA

## ONTARIO DISTRICT COUNCIL

(DGC Ontario)

### BY-LAW NO. 1

A By-law related generally to the transaction of the affairs of the Directors Guild of Canada Ontario District Council, a corporation without share capital incorporated under the Canada Not-for-profit Corporations Act.

IT IS ENACTED as a By-law of the Directors Guild of Canada Ontario District Council (DGC Ontario) as follows:

#### ARTICLE 1 - Definitions

1.1 In this By-law, and except where otherwise specified, or the context requires otherwise:

- (a) “**Act**” means the *Canada Not-for-profit Corporations Act* (S.C. 2009, c. 23), including the Regulations made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time.
- (b) “**AGM**” means the Annual General Meeting of DGC Ontario.
- (c) “**Apprentice**” means a person enrolled in the DGC Ontario Guild Apprentice Program.
- (d) “**Articles**” means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement, or revival of DGC Ontario.
- (e) “**By-law**” means this By-law and any other By-law of DGC Ontario as amended and which are, from time to time, in force and effect.
- (f) “**category**” means a DGC category of professional activity within a Caucus (e.g. Location Manager, 2nd Assistant Art Director, 1st Assistant Director).
- (g) “**Caucus**” has the meaning set out in Article 13.1.
- (h) “**CEIRP**” means the Canadian Entertainment Industry Retirement Plan.
- (i) “**class**” has the meaning set out in Article 6.1.
- (j) “**collective agreement**” is an agreement, including a Standard Agreement, as defined herein, between DGC Ontario and a Producer or producers association, establishing the minimum terms and conditions for Members working in professional DGC categories, a grievance and arbitration procedure to deal with disputes arising with respect thereto, and regulating in all respects the relations

between the employer and employees, and DGC Ontario and Members with a Producer or producers association, and is deemed to include all contracts for services, any letter of variance, any bargaining authorization, any voluntary recognition agreement, any negotiating protocol, and any other agreement or document deemed to be included in the collective agreement by the terms thereof.

- (k) “**Complaint Coordinator**” means any DGC Ontario staff person assigned by DGC Ontario to process complaints in accordance with Appendix C.
- (l) “**Council**” means a District Council other than DGC Ontario.
- (m) “**day**” means a calendar day.
- (n) “**DGC**” means the Directors Guild of Canada or La Guilde Canadienne des Réalisateur, and is a national corporate body. It may also be referred to as “the Guild” or “National.”
- (o) “**DGC Ontario**” means the Directors Guild of Canada Ontario District Council.
- (p) “**employee**” or “**engagee**” means a person employed by a producer.
- (q) “**Executive**” means the Executive Board of DGC Ontario.
- (r) “**International Member**” means a DGC Member who is not a Member of a District Council and does not reside in Canada.
- (s) “**M&T**” means the Membership and Training Committee of the DGC.
- (t) “**Member**” means an individual Member of DGC Ontario as defined by this By-law, and excludes a permittee or an Apprentice. It also means a Member of a District Council other than DGC Ontario, or a Member of a committee, of a category, or of the Executive, or otherwise as the context requires.
- (u) “**Member in good standing**” means a Member who complies with all the requirements of Membership, has not resigned, been suspended or terminated from Membership in DGC Ontario or the DGC, has not lost the legal entitlement to work in Canada, and has not accepted an executive, staff, elected or appointed board position with an association which is declared to be rival to DGC Ontario under Article 18.1.
- (v) “**Member Check-off**” means the administrative deduction made from Members’ salaries and contributed to the DGC Ontario office.
- (w) “**Membership**” means Membership in DGC Ontario.
- (x) “**Membership meeting**” means any duly called meeting of Members of DGC Ontario, namely an annual meeting (AGM), a general meeting, or a special meeting of Members.

- (y) “**motion**” is a proposal which is officially put before a meeting.
- (z) “**National**” means the Directors Guild of Canada or La Guilde Canadienne des Réalisateurs, and is a national corporate body. It may also be referred to as “the Guild” or “DGC.”
- (aa) “**NEB**” means the National Executive Board of the DGC.
- (bb) “**Officer**” means an Officer of DGC Ontario, namely the Chair, First Vice-Chair, Second Vice-Chair, Secretary-Treasurer, and Membership Chair.
- (cc) “**Ontario Membership Committee**” is one of the Standing committees of DGC Ontario.
- (dd) “**ordinary resolution**” means a resolution passed by a majority of the votes cast on that resolution. For a list of examples of ordinary resolutions, see Appendix D.2.
- (ee) “**permittee**” is a person who is not a Member but who is authorized by DGC Ontario to perform the duties of any DGC category, subject to payment of any permit fee and satisfaction of any conditions under which the permit is granted, and under any applicable collective agreement or Standard Agreement.
- (ff) “**Producer**” means an employer, engager and/or a production company.
- (gg) “**resolution**” means a motion which has been passed by a vote of the Members and which then becomes the official position of DGC Ontario.
- (hh) “**Rival Organization**” means an organization whose mandate conflicts with the DGC or DGC Ontario, as set out in Article 18.1.
- (ii) “**special meeting of Members**” means a meeting of any class or classes of Members called for a specific purpose.
- (jj) “**special resolution**” means a resolution passed by a majority of not less than two-thirds of the votes cast on that resolution. For a list of examples of special resolutions, see Appendix D.5.
- (kk) “**Standard Agreement**” is a collective agreement that governs one or more District Councils in addition to DGC Ontario.
- (ll) “**Supervisory category**” means either a head of department in a Caucus, or a position which is considered a supervisory role in a Caucus by DGC Ontario.

## ARTICLE 2 - Registered Office

- 2.1 The registered office of DGC Ontario will be in the City of Toronto in the Province of Ontario, until changed in accordance with the Act.

### **ARTICLE 3 - Corporate Seal**

- 3.1 DGC Ontario has a corporate seal whose design may be amended from time to time by the Executive. An imprint of the corporate seal is impressed in the margin of this By-law.

### **ARTICLE 4 - General**

- 4.1 DGC Ontario will have territorial jurisdiction throughout the province of Ontario, the territory of Nunavut, in those provinces and territories where another District Council does not have jurisdiction and where a Member is employed by a Producer, and in all countries outside of Canada where another guild, union, labour organization, association, or Directors' organization does not have jurisdiction and a Member is employed by a Producer.
- 4.2 In this By-law and in all other By-laws of DGC Ontario hereafter passed, unless the context otherwise requires, words importing the singular number will include the plural number, and vice versa, references to any gender will include reference to all genders, and references to persons will include firms and corporations.
- 4.3 The invalidity or unenforceability of any provision of this By-law will not affect the validity and enforceability of any other provision of this By-law, which other provisions will remain in full force and effect.
- 4.4 Any procedural matter not provided for in this By-law or the Act or such procedural policies as DGC Ontario may from time to time enact will be governed by the following edition of Robert's Rules of Order:

Robert's Rules of Order, Newly Revised (12<sup>th</sup> Edition) 2020

- 4.5 In the case of a conflict between Robert's Rules of Order and this By-law, this By-Law and the Act will take precedence.

### **ARTICLE 5 - Code of Ethics and Professional Conduct**

- 5.1 For the purpose of this Article, a Member means a Member as defined in Article 6, and includes an International Member of the DGC, a permittee, an Apprentice, and a Member of another Council working within the jurisdiction of DGC Ontario.
- 5.2 Every Member will comply with all provisions of this By-law, any other By-laws of DGC Ontario, all resolutions of DGC Ontario, the DGC Constitution, any applicable collective agreement or Standard Agreement, and any other agreement to which DGC Ontario or the DGC is a party, including a reciprocal agreement with any other guild, union, labour organization, association, or Directors' organization.
- 5.3 Every Member has a right to equal treatment with respect to Membership in DGC Ontario without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital

status, same-sex partnership status, family status or disability, or any other ground of discrimination prohibited by applicable law.

5.4 With respect to work performed in a professional DGC category, each Member will:

- (a) if required by DGC Ontario, report on a confidential basis to DGC Ontario the terms and conditions of work secured by the Member;
- (b) work only for a Producer who has not been declared unfair;
- (c) work only for a Producer who is a signatory to a collective agreement or Standard Agreement except where, under Appendix B.4, the Member has been granted dispensation by the Executive, or where the production falls within an exemption granted by the Executive;
- (d) work only for a fee that is at least the applicable minimum fee prescribed in the collective agreement or Standard Agreement, unless dispensation or exemption has been granted under Appendix B.4(i); and
- (e) work in compliance with any agreement to which DGC Ontario is a party, including a collective agreement or Standard Agreement, and any agreement with any other guild, union, labour organization, association, or Directors' organization, including a reciprocal agreement.

5.5 In interacting with other Members, individuals or organizations, including DGC Ontario staff, each Member will:

- (a) act in compliance with the Health & Safety Act (Ontario), R.S.O. 1990; with the Ontario Human Rights Code; and comply with all applicable laws;
- (b) not impose on another nor accept for themselves a task incompatible with professional dignity;
- (c) not use fraud, defamation, blackmail, intimidation, harassment or other methods unworthy of their professional standing. Harassment includes a course of conduct or comment consisting of actions or words that disparage or cause humiliation in a person in relation to any prohibited ground of discrimination as set out in this Article;
- (d) not engage in any form of sexual harassment. Sexual harassment includes:
  - (i) a sexual advance or solicitation made by a Member who is in a position to grant or deny a benefit to another person; and
  - (ii) a reprisal by a Member against a person who has rejected the Member's sexual advance or solicitation;
- (e) not accept a bribe, gift, kickback, secret commission or any personal benefit which is liable to prejudice the free exercise of the Member's professional judgment;



- (f) only take credit for work which the Member creates or performs, and for which the Member is entirely responsible;
- (g) accord rightful credit when the Member borrows elements of form or content for the requirements of the Member's work;
- (h) not use any unfair or inappropriate means to obtain favoured treatment or professional advancement, or to reduce the chances which a colleague might have to obtain or preserve an assignment;
- (i) respect the confidential character of information available to the Member through their work, including information relating to the terms and conditions contained in any contract for services, or the variances to a collective agreement or Standard Agreement granted to a Producer;
- (j) not use the published list of Members in an improper or unauthorized manner, and especially not for any unauthorized commercial use;
- (k) only use DGC Ontario's name, logo, trademark or trade name, including, but not limited to, for advertising or publicity, in a manner permitted by policy approved by the Executive Board from time to time or with DGC Ontario's prior written consent;
- (l) not engage in conduct or perform an act (including posting or interacting in any online fora) that is disgraceful, dishonourable, unprofessional, or unethical, and that is related to work performed in a professional DGC Category and/or to DGC Ontario;
- (m) not obstruct an investigation or hearing commenced under Appendix C. This includes that Members not withhold, conceal, or destroy documents or other mediums of information that are relevant to the investigation or hearing;
- (n) co-operate fully with an investigation or hearing commenced under Appendix C; and
- (o) keep confidential any information that arises in the context of the process set out in Appendix C.

5.6 Each Member bears the onus of informing themselves of their rights, privileges, duties and obligations under this By-law, any other By-law or resolution of DGC Ontario, any collective agreement or Standard Agreement, and any agreement to which DGC Ontario or the DGC is a party, including a reciprocal agreement with any guild, union, labour organization, association, or Directors' organization.

## **ARTICLE 6 - Membership**

### **Membership Classes**

6.1 Subject to the Articles, there shall be ten classes of Members:

- (a) Full Members in each of the following nine Caucuses:
  - (i) Director Full Members;
  - (ii) Production Full Members;
  - (iii) Assistant Director Full Members;
  - (iv) Location Full Members;
  - (v) Art Full Members;
  - (vi) Picture Editing Full Members;
  - (vii) Sound Editing Full Members;
  - (viii) Post Production Full Members;
  - (ix) Accounting Full Members; and
- (b) Associate Members.

### **Full Members**

6.2 Full Members of each of the nine Caucus Membership classes will elect, from within their own Caucus, one Representative to the DGC Ontario Executive Board, in addition to voting for all five Officers.

6.3 Director Full Members class: consists of the categories of Director and 2nd Unit Director.

6.4 Production Full Members class: consists of the categories of Production Manager, Assistant Production Manager, Unit Manager, Production Coordinator, Assistant Production Coordinator, Production Secretary, and Assistant Production Secretary.

6.5 Assistant Director Full Members class: consists of the categories of 1st Assistant Director, 2nd Assistant Director, and 3rd Assistant Director.

6.6 Location Full Members class: consists of the categories of Location Manager and Assistant Location Manager.

6.7 Art Full Members class: consists of the categories of Production Designer, Art Director, Set Designer, 1st Assistant Art Director, and 2nd Assistant Art Director.

- 6.8 Picture Editing Full Members class: consists of the categories of Supervising Picture Editor, Picture Editor, 1st Assistant Picture Editor, Assistant Picture Editor, Commercial Editor, and Documentary Editor.
- 6.9 Sound Editing Full Members class: consists of the categories of Supervising Sound Editor, Sound Editor, 1st Assistant Sound Editor, Music Editor, Dialogue Editor, Sound Effects Editor, and Foley Editor.
- 6.10 Post Production Full Members class: consists of the categories of Post Production Supervisor and Post Production Coordinator.
- 6.11 Accounting Full Members class: consists of the categories of Production Accountant, 1st Assistant Accountant, 2nd Assistant Accountant, and 3rd Assistant Accountant.
- 6.12 A Full Member will have all the duties, obligations, rights, and privileges of Membership, including the right to hold office, and to receive notice of and attend any Membership meeting, and to vote, including voting on any amendment to this By-law.

### **Associate Members**

- 6.13 Associate Members class: consists of the categories of Set Production Assistant, Locations Production Assistant, Trainee Assistant Art Director, Trainee Assistant Accountant, Trainee Assistant Picture Editor, and Trainee Assistant Sound Editor.
- 6.14 An Associate Member, as set out in Section 154 of the Act (Conditions of Membership), will have all the duties, obligations, rights, and privileges of Membership, except that, subject to the Act and the Articles, an Associate Member shall not be entitled to hold office, to receive notice of or attend any Membership meeting, or to vote on most matters.
- 6.15 Associate Members may vote only on issues that may present fundamental changes to their Membership, as set out in Part 13 of the Act. For a list of examples of fundamental changes, see Appendix D.5.

### **Life Members**

- 6.16 Life Member status is given to a Full or Associate Member of DGC Ontario:
- (a) who has reached age 65;
  - (b) whose Membership in DGC Ontario is in good standing as of the date of the Member's 65th birthday;
  - (c) whose Membership in DGC Ontario has been in good standing for at least ten consecutive years immediately prior to age 65; and
  - (d) whose Membership remains in good standing after age 65.

- 6.17 A Life Member is not required to pay any assessment, special levy or annual dues, but must pay any dues or other payments required by an applicable collective agreement or Standard Agreement.
- 6.18 A Full Life Member will have all the duties, obligations, rights and privileges accruing to a Full Member, as set out in Article 6.12.
- 6.19 An Associate Life Member will have all the duties, obligations, rights and privileges accruing to an Associate Member, as set out in Article 6.14 and Article 6.15.

### **Becoming a Member**

- 6.20 Membership shall be available to an individual who:
- (a) is resident in Ontario, and who has been present in Ontario for one hundred and eighty-three consecutive days immediately prior to the date on which the application for Membership in DGC Ontario is submitted;
  - (b) is a citizen or permanent resident of Canada;
  - (c) is of good character;
  - (d) is a qualified person employed or available for employment in screen-based industries (photographic, electronic, or otherwise);
  - (e) is not involved with a Rival Organization, as set out in Article 18.3; or
  - (f) does not occupy an executive, staff, elected or appointed board position with an association of employers, engagers or producers, unless an exemption has been granted by the Executive.
- 6.21 The criteria for Membership are determined by the M&T. The terms and conditions for applying for Membership are set out in the DGC National Constitution. The Picture Editing Full Members, the Sound Editing Full Members and the Post Production Full Members fall under National's Editing Caucus and are not separate Caucuses of National.
- 6.22 Each applicant for Membership will complete and sign a written Membership application on the prescribed form and submit it to the DGC Ontario office, together with all documents or evidence required by the application, as well as the prescribed fee as determined by the NEB.
- 6.23 Upon approval for Membership by DGC Ontario, DGC Ontario will forward to the M&T for approval the application for Membership in the DGC.
- 6.24 Upon approval for Membership by the DGC, the Executive of DGC Ontario will be advised of this decision.

- 6.25 Where an applicant has been refused Membership in DGC Ontario but has been approved for Membership by the M&T, the ruling of the M&T shall prevail, and the applicant becomes a Member both of DGC Ontario and of the DGC.
- 6.26 Where an applicant for Membership has been approved for Membership by DGC Ontario and is awaiting approval of Membership in the DGC, the applicant will be entitled to work in the interim for a nine-month period only in the category for which the application has been approved by DGC Ontario. The exceptions are the categories of Production Designer and Art Director; these categories may be filled only by a Member whose application for Membership has been approved by both DGC Ontario and the DGC.
- 6.27 If an applicant approved for Membership by DGC Ontario does not obtain Membership in the DGC within a nine-month period, Membership in DGC Ontario will terminate.
- 6.28 Upon admission to Membership in DGC Ontario, the Member must pay the dues prescribed by the DGC National Constitution. A Member who fails to pay the dues as prescribed may be suspended or terminated from Membership, as set out more fully in the DGC National Constitution.
- 6.29 DGC Ontario will provide to each Member, upon admission to Membership in DGC Ontario, a copy of this By-law. Access to an electronic copy of any applicable collective agreement or Standard Agreement will be made available to every Member by DGC Ontario.
- 6.30 Membership in DGC Ontario will not be transferable to any Member.
- 6.31 Once an applicant for Membership in a Supervisory category has been approved for admission by DGC Ontario, the applicant must fulfill DGC Ontario's mandatory training requirements before they are listed as a Member in that category.

### **Membership Categories, Upgrades, and Reclassification**

- 6.32 The categories, and professional standards and criteria for qualification in any DGC category, will be determined by the M&T. The M&T may in its discretion add a new category, or delete or amend an existing category, or define or amend the professional standards and criteria for qualification in any category.
- 6.33 Where a new category has been created or an existing professional category has been changed by the M&T and ratified by the NEB, the Executive of DGC Ontario will, upon considering any report of the Ontario Membership Committee, determine into which Caucus of Article 13.1 the amended or new category will be placed.
- 6.34 The criteria for upgrading or reclassification of a Member are determined by the M&T.
- 6.35 Every applicant for Membership will be advised at the time of admission as to the professional DGC category in which admission is granted.
- 6.36 A Member may be admitted in more than one category.

- 6.37 A Member may request an upgrade or reclassification, or one may be processed automatically, based on credits acquired, or on exceptional merit as determined by the M&T.

### **Member-Initiated Requests**

- 6.38 A Member may request an upgrade or reclassification from one professional category to another. Such a request, setting out the basis on which the Member seeks to be upgraded or reclassified, will be made in writing to the Ontario Membership Committee, which will approve or deny the request.
- 6.39 The Ontario Membership Committee will forward the Member's request to the M&T for the M&T's approval.
- 6.40 A Member will not be upgraded to a Supervisory category without first having fulfilled DGC Ontario's mandatory training.
- 6.41 Where both the Ontario Membership Committee and the M&T agree that the Member's request should be granted, then the upgrade or reclassification will be effected and DGC Ontario will amend its records accordingly and advise the Member in writing.
- 6.42 If the Ontario Membership Committee denies the Member's request, the Member may appeal the decision in writing to the M&T. If the M&T decides that the Member's request should be granted, the Member's request, together with the decisions of the Ontario Membership Committee and of the M&T, will be referred to the NEB for a final determination.
- 6.43 If the Ontario Membership Committee grants the Member's request but the M&T denies the request, the Member's request, together with the decisions of the Ontario Membership Committee and of the M&T, will be referred to the NEB for a final determination.

### **Unilateral Changes**

- 6.44 The Ontario Membership Committee may of its own volition recommend to the M&T that a Member be upgraded or reclassified from one category to another, but not downgraded.
- 6.45 The Ontario Membership Committee will notify the Member in writing of its intention to upgrade or reclassify, and will provide the Member with its written report recommending the change together with the report of the M&T.
- 6.46 Where both the Ontario Membership Committee and the M&T agree that a unilateral upgrade or reclassification is appropriate, the Member will be so upgraded or reclassified and DGC Ontario will amend its records accordingly and advise the Member in writing.
- 6.47 Where the Ontario Membership Committee and the M&T disagree as to whether a unilateral upgrading or reclassification is appropriate, the matter will be referred to the NEB for determination.

6.48 Before considering the matter, the NEB will give the Member, DGC Ontario, and the M&T notice of its intention to consider the matter, will give each of them a reasonable opportunity to make submissions in writing, and will provide each of them with the written submissions of the other.

## **ARTICLE 7 - Member Payments**

7.1 Aside from any monies due to the DGC under the DGC National Constitution, Members may also be required to pay to DGC Ontario a Member Check-off, and/or an assessment.

### **Member Check-off**

7.2 The Member Check-off for each Member will constitute the property of DGC Ontario.

7.3 Every Member who is engaged in a professional DGC category governed by a collective agreement or Standard Agreement to which DGC Ontario is a party will pay to DGC Ontario as a Member Check-off a percentage of gross remuneration. Such percentage will be determined from time to time by the Executive, subject to a vote at a Membership meeting.

7.4 Any permittee who fails to authorize the deduction of the DGC Ontario Member Check-off at source will forfeit the permit granted by DGC Ontario and may be denied permits by DGC Ontario in the future.

7.5 Unless otherwise authorized in writing by the Executive, a Member will:

- (a) authorize the Producer in writing to deduct the appropriate percentage of gross remuneration for remittance to DGC Ontario, as provided by the applicable collective agreement or Standard Agreement; and
- (b) ensure that the DGC Ontario Member Check-off is deducted weekly from the Member's gross remuneration and remitted by the Producer to DGC Ontario.

### **Assessments**

7.6 DGC Ontario may levy an extraordinary assessment to be paid by all Members, or by the Members of a particular professional category.

7.7 Such assessment will be set by the Executive, and must then be ratified by an ordinary resolution of Members entitled to vote at a special meeting called for this purpose.

## **ARTICLE 8 - Membership Rights**

### **Voting Rights**

8.1 Only Full Members in good standing may vote at a Membership meeting, excluding Full Members who have been granted honourable withdrawal by the DGC or DGC Ontario.

- 8.2 Associate Members may vote only on issues that may present fundamental changes to their Membership. For a list of examples of fundamental changes, see Appendix D.5.

### **Right to Notice of a Meeting of Members**

- 8.3 Pursuant to section 162 of the Act (Notice), Full Members entitled to vote at a meeting have the right to notice of a meeting, as set out in Article 11.7. Associate Members may, at the discretion of the Executive, receive notice of a meeting.
- 8.4 If the notice of a meeting contains a special resolution on which Associate Members are entitled to vote, said notice must be sent to both Full and Associate Members.
- 8.5 If, in the course of a Membership meeting, a motion is proposed which will lead to a special resolution on which Associate Members are entitled to vote, then any discussion and voting on said motion must be deferred to a subsequent Membership meeting, for which both Full and Associate Members must receive notice.

### **Right to Make Submissions to the Executive**

- 8.6 Every Member, including a suspended Member, has the right to make written submissions to the Executive, and to request to appear before the Executive. The Executive may, in its absolute discretion, permit a Member or any other person it considers appropriate to attend an Executive meeting and make submissions to the Executive at that time.

### **Right of Access to Documents**

- 8.7 Every Member has the right, after the provision of reasonable written notice to DGC Ontario, to have access to:
- (a) the minutes of any Membership, Executive, committee, or Caucus meeting;
  - (b) the resolutions voted on at any Membership, Executive, committee, or Caucus meeting;
  - (c) the Member's own file; and
  - (d) any material which refers to the Member, subject to the discretion of the Executive to declare the material confidential and to deny access thereto.
- 8.8 A suspended Member may have access only to their own file, but not to any of the other documents referred to above.
- 8.9 No Member may have access to the file of another Member without the written consent of that Member.

### **Annual Financial Statements**

- 8.10 DGC Ontario will publish a notice to its Members stating that the annual financial statements and documents prescribed in subsection 172(1) of the Act (Annual Financial



Statements) are available at the registered office of DGC Ontario and that any Member may, on request, obtain a copy free of charge at the registered office of DGC Ontario or by prepaid mail.

## **ARTICLE 9 - Cessation of Membership**

9.1 Membership in DGC Ontario ceases when:

- (a) the Member dies, or, in the case of a Member that is a corporation, the corporation is dissolved;
- (b) a Member fails to maintain any of the qualifications for Membership set out in Article 6.20 and Article 6.21;
- (c) the Member resigns by delivering a written resignation to DGC Ontario, in which case such resignation shall be effective on the date specified in the resignation;
- (d) the Member's term of Membership expires;
- (e) DGC Ontario is liquidated or dissolved under the Act; or
- (f) the Member is terminated by the DGC.

9.2 A Member of DGC Ontario whose Membership has ceased in accordance with any of Articles 9.1(a) through 9.1(f)(e), or has been terminated in accordance with any of Articles 9.13(a) through (c), will also cease to be a Member of the DGC.

9.3 Subject to the Articles, upon any cessation or termination of Membership, the rights of the Member, including any rights in the property of DGC Ontario, automatically cease to exist.

### **Honourable Withdrawal**

9.4 A Member who goes on honourable withdrawal with the DGC will be on honourable withdrawal with DGC Ontario for the same period of time.

9.5 A Member who is or becomes a full-time employee of DGC Ontario, and who chooses not to resign from the DGC, will be placed on honourable withdrawal while so employed.

9.6 While on honourable withdrawal, a Member:

- (a) cannot vote at Membership meetings or stand for election;
- (b) cannot continue to hold elected office with DGC Ontario;
- (c) cannot serve on a committee;
- (d) cannot undertake work in a DGC professional category unless specifically authorized to do so by the Executive;

- (e) will not be included on the published list of Members; and
- (f) will no longer participate in any health plan of the DGC.

9.7 A Member who is on honourable withdrawal will continue to be obliged to comply with this By-law, the DGC National Constitution, any applicable collective agreement or Standard Agreement, all resolutions, and any other agreement to which DGC Ontario or the DGC is a party, including a reciprocal agreement between DGC Ontario or the DGC and any other guild, union, labour organization, association, or Directors' organization.

### **Suspension of Membership**

9.8 A Member will be suspended by DGC Ontario:

- (a) for failure to pay any monies owed to the DGC as stipulated in the DGC National Constitution or any monies owed to DGC Ontario under Article 7;
- (b) in accordance with a decision of the Hearings Committee;
- (c) for membership in a Rival Organization as set out in Article 18.3; or
- (d) if suspended by the DGC.

9.9 A Member suspended under Articles 9.8(a), (c), or (d) will have no recourse to the grievance and hearings procedure set out in Appendix C.

9.10 DGC Ontario will advise the DGC in writing of a Member's suspension.

9.11 DGC Ontario will only reinstate a suspended Member to Membership in good standing in DGC Ontario upon payment in full of any outstanding indebtedness, and upon satisfaction of any other obligation to either the DGC or DGC Ontario.

9.12 While suspended, a Member:

- (a) cannot attend Membership meetings;
- (b) cannot vote at Membership meetings or stand for election;
- (c) cannot continue to hold elected office with DGC Ontario;
- (d) cannot serve on a committee;
- (e) cannot undertake work in a DGC professional category unless specifically authorized to do so by the Executive;
- (f) will not be included on the published list of Members; and
- (g) will no longer participate in any health plan of the DGC.

## **Termination of Membership**

- 9.13 A Member under suspension will be terminated by DGC Ontario:
- (a) for failure to pay any monies owed to the DGC as stipulated in the DGC National Constitution or any monies owed to DGC Ontario under Article 7;
  - (b) in accordance with a decision of the Hearings Committee;
  - (c) for membership in a Rival Organization as set out in Article 18.3; or
  - (d) if terminated by the DGC.
- 9.14 A Member terminated under Articles 9.13(a), (c), or (d) will have no recourse to the grievance and hearings procedure set out in Appendix C.
- 9.15 DGC Ontario will advise the DGC in writing of a Member's termination.

## **Withdrawal from Membership**

- 9.16 Any Member may resign from Membership in DGC Ontario upon acceptance by the Executive of a written letter of resignation. The Executive may accept a resignation subject to any terms it deems appropriate.
- 9.17 A Member who has resigned from the DGC will be deemed also to have resigned from DGC Ontario.
- 9.18 Upon resignation, a Member will not be liable to pay any Member payments or assessment which become payable after the date of resignation.
- 9.19 Where an Associate Member fails to work a minimum of twenty days in a professional DGC category over a period of two years, the Associate Member will apply for honourable withdrawal status or resign from the DGC.
- 9.20 An Associate Member who has been placed on honourable withdrawal status under Article 9.19 may only return to active standing upon submission to the DGC of a written, bona fide offer of employment to work on a Guild signatory production, at which time the Member will pay pro-rated Member payments for the calendar year.

## **Reapplication for Membership**

- 9.21 A Member who has resigned, or whose Membership has been terminated, may reapply for Membership upon submitting an application to DGC Ontario for new Membership, together with Member payments in an amount to be determined from time to time by the NEB.
- 9.22 If a Member has been terminated as a result of a default in the Member's obligations, financial or otherwise, to the DGC or DGC Ontario, and said Member then seeks to be

readmitted, DGC Ontario will not allow the Member to be readmitted unless the Member has remedied the default in obligations prior to seeking readmission.

## **ARTICLE 10 - Notice**

- 10.1 Unless otherwise provided in this By-law, any notice required to be sent to any Member may be sent by mail, facsimile or other electronic transmission to the Member's address, facsimile, or e-mail address as last reported to DGC Ontario.
- 10.2 Where a notice is sent by mail, service of the notice is deemed to be effective on the seventh day after the notice is mailed. Service of a notice by facsimile or other electronic transmission is deemed to be effective on the day following the day on which the transmission is made.
- 10.3 Any notice required to be given to all Members will be deemed to have been given on the seventh day following the date of circulation if published in any DGC Ontario publication which is circulated to all Members.
- 10.4 Any defect in the giving of notice will not render the notice ineffective if the Member actually receives notice by any means, or if the Member suffers no prejudice arising from a lack of notice or defect in notice.
- 10.5 Unless otherwise provided in this By-law, all periods of time will run from the date on which the notice is deemed to be effective.
- 10.6 For any meeting of Members or of the Executive, a statutory declaration by the Secretary-Treasurer or the Executive Chair that notice of the meeting has been given pursuant to this By-law will be sufficient and conclusive evidence of the giving of such notice.
- 10.7 No error or omission in giving notice of a meeting of Members, of the Executive, of a committee, or of a Caucus will invalidate such meeting, or invalidate or make void any proceedings taken or had at such meeting, and any Member of DGC Ontario may, at any time, waive notice in writing of any such meeting and may ratify and approve any or all proceedings taken or had at that meeting.

## **ARTICLE 11 - Membership Meetings**

### **Types of Membership Meetings**

- 11.1 The Annual General Meeting (AGM) or any other general meeting of Members will be held in the city where the head office of DGC Ontario is situated, or at any other place in Ontario as the Executive may determine.
- 11.2 The AGM will be held at least once in every calendar year, no later than fifteen months after the last proceeding AGM.
- 11.3 The following business will be transacted at the AGM:
  - (a) an annual report of DGC Ontario business will be presented;

- (b) audited financial statements of the corporation will be presented together with the auditor's report thereon;
  - (c) a qualified auditor will be appointed by the Members to hold office until the close of the next AGM;
  - (d) the election of the Members of the Executive will be conducted in accordance with the procedure set out in Article 12.22; and
  - (e) any other business of DGC Ontario.
- 11.4 In addition to the AGM, DGC Ontario may hold at least one general meeting of Members in each calendar year, which may be held for informational purposes only where no decisions requiring a motion will be taken.
- 11.5 A special meeting of Members may be called by the Executive. In addition, at the written request of at least five per cent of Members who are entitled to vote at the requested meeting, the Executive will call a special meeting for the purposes set out in the written request. Any such written request will be given to the Secretary-Treasurer. If the Executive fails to call a meeting within twenty-one days of receiving the request, any Member who signed the request may call the meeting.
- 11.6 All business transacted at a general meeting or a special meeting, and all business transacted at an AGM other than the items set out in Articles 11.3(b) through (d), is special business. Notice of a meeting of Members at which special business is to be transacted will provide sufficient information to form a reasoned judgment on the matter or matters to be decided, and will state the text of any special resolution to be submitted to the meeting.

### **Notice of Meeting**

- 11.7 Notice of the time and place of a meeting of Members shall be given to each Member entitled to vote at the meeting by the following means:
- (a) by mail, courier or personal delivery to each Member entitled to vote at the meeting, not less than twenty-one days prior to the day on which the meeting is to be held; or
  - (b) by telephonic, electronic or other communication facility to each Member entitled to vote at the meeting, not less than twenty-one days prior to the day on which the meeting is to be held.
- 11.8 Pursuant to subsection 197(1)(l) of the Act (Fundamental Changes), a special resolution of the Members is required to make any amendment to this By-law to change the manner of giving notice of a meeting, as set out in Article 11.7, to Members entitled to vote at the meeting.

## **Procedure**

- 11.9 The chair of the AGM or general or special Membership meeting will be the Executive Chair, or in their absence, the First Vice-Chair. In the absence of the Executive Chair and the First Vice-Chair, the chair of the meeting will be the Second Vice-Chair, or in their absence, another Member of the Executive appointed by the Executive Chair to serve as chair for the meeting.
- 11.10 Quorum for Membership Meetings, namely the AGM, a general meeting, or a special meeting, will be ten per cent of Members entitled to vote at the meeting, present in person or by proxy.
- 11.11 In the event that quorum is not reached at the beginning of a meeting, the chair of the meeting will declare that the meeting will reconvene at a time and place to be determined, and notice of said meeting will be sent to Members in accordance with Article 11.7. No motions may be voted on either at a meeting that did not receive quorum when it began or, in the case of a meeting that has lost quorum, subsequent to the loss of quorum. The meeting may continue, however, for information purposes only.
- 11.12 The Executive may permit a Member of another Council, an International Member of the DGC, or any other appropriate person to attend a Membership meeting of DGC Ontario; such person, however, will have no right to vote at the meeting.

## **Voting**

- 11.13 At any meeting of Members, any motion that will result in an ordinary resolution shall be determined by a majority of the votes cast. In the event of a tie, the chair of the meeting, in addition to an original vote, shall cast an additional vote to break the tie.
- 11.14 At any meeting of Members, any motion that will result in a special resolution will be determined by a majority of not less than two-thirds of the votes cast.
- 11.15 A resolution approved at a Membership meeting will take effect immediately, and will remain in effect until amended or repealed at a subsequent Membership meeting.

## **Participation by Electronic Means**

- 11.16 A Membership meeting may be held entirely, or a person may participate in a Membership meeting, by means of such telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting if DGC Ontario makes available such a communication facility, and a person participating in such a meeting by such means is deemed to be present at the meeting. A Membership meeting held in whole or in part by electronic means shall be deemed to be held at place where DGC Ontario's registered office is located.

## **Absentee Voting**

- 11.17 Pursuant to subsection 171(1) of the Act (Absentee Voting), a Member entitled to vote at a meeting of Members who is not present at said meeting may vote by proxy, mailed-in ballot, or telephonic, electronic or other communication means in a manner determined by the Executive Board, if DGC Ontario has a system that:
- (a) enables the votes to be gathered in a manner that permits their subsequent verification; and
  - (b) permits the tallied votes to be presented to DGC Ontario without it being possible for DGC Ontario to identify how each Member voted.
- 11.18 Pursuant to subsection 197(1) of the Act (Fundamental Changes), a special resolution of the Members is required to make any amendment to this By-law to change the method of absentee voting as set out in Article 11.17.

## **Voting by Proxy**

- 11.19 Except where expressed otherwise in this By-law, any vote may be made by proxy, and:
- (a) a proxy vote will be accepted to establish quorum at any Membership meeting; and
  - (b) a proxy vote may be voted whether a vote is conducted by a call of hands or by ballot.
- 11.20 A Full Member may appoint a proxy in writing. Only another Full Member may be appointed a proxy. A proxy may contain a mandatory method of voting on any given issue.
- 11.21 A proxy for any Membership meeting may be registered prior to the meeting, and at any time during the meeting.
- 11.22 A proxy holder will not be entitled to vote a proxy unless it is registered with the chair of the meeting prior to the debate on any matter upon which the proxy may be voted. A proxy is not transferable unless expressly so designated by the original grantor of the proxy.

## **ARTICLE 12 - DGC Ontario Executive Board (the “Executive”)**

### **Composition of the Executive Board**

- 12.1 The Executive Board will consist of five elected Officers and nine elected Caucus Representatives.
- 12.2 The Executive Board Officers will consist of a Chair, First Vice-Chair, Second Vice-Chair, Secretary-Treasurer, and Membership Chair.
- 12.3 For a full description of the Officers and their duties, see Appendix A.

12.4 The Executive Board Caucus Representatives will consist of a Caucus Representative from each of the nine Caucuses, as set out in Article 13.1.

### **Powers of the Executive Board**

12.5 The governing body of DGC Ontario is the Executive Board. It is responsible for the management, direction, control and administration of the affairs of DGC Ontario. The Executive may, in the name of DGC Ontario, make or enter into any kind of contract or agreement that DGC Ontario may lawfully enter into. The Executive may, unless otherwise provided for in this By-law, exercise all other powers and do all acts and things that DGC Ontario, by this By-law or the Articles or otherwise, may exercise and do.

12.6 The Executive will uphold this By-law and other By-laws enacted by DGC Ontario or by the DGC.

12.7 The Executive may make, amend, or repeal this By-law or any other By-laws, as fully set out in Article 19.1.

12.8 In addition to the above, the Executive will have the power to:

- (a) take any action or make any decision to fully implement its resolutions, this By-law, any other By-laws enacted by DGC Ontario or by the DGC, and any agreements to which DGC Ontario or the DGC is a party, including a reciprocal agreement with any other guild, union, labour organization, association, or Directors' organization;
- (b) acquire, accept, solicit or receive legacies, gifts, grants, settlements, bequests, endowments, donations and other suitable funds on behalf of DGC Ontario for the purpose of furthering the objects of DGC Ontario;
- (c) enter into a trust arrangement with a trust company for the purpose of creating a trust fund in which the capital and interest may be made available for the benefit of promoting the interests of DGC Ontario in accordance with such terms as the Executive may prescribe;
- (d) borrow money upon the credit of DGC Ontario from any bank, corporation, firm or person, upon such terms, covenants and conditions, at such times, in such sums, to such an extent and in such manner as the Executive in its discretion may deem expedient;
- (e) limit or increase the amount to be borrowed;
- (f) issue or cause to be issued bonds, debentures or other securities of DGC Ontario, and to pledge or sell the same for such sums, upon such terms, covenants and conditions and at such prices as may be deemed expedient by the Executive; and
- (g) secure any such bond, debentures or other securities, or any other present or future borrowing or liability of DGC Ontario, by mortgage, hypothec, charge or pledge of



all or any currently owned or subsequently acquired real and personal, movable and immovable property of DGC Ontario, and the undertaking and rights of DGC Ontario.

- 12.9 Any cheque or negotiable instrument issued on behalf of DGC Ontario will be executed by any one Officer and such members of the staff of DGC Ontario so designated by the Executive. The Executive may authorize such members of the staff of DGC Ontario to execute a cheque or negotiable instrument on behalf of DGC Ontario with their sole signature, not to exceed an amount to be predetermined by the Executive.
- 12.10 The Executive will vote on the appointment of an Executive Director/CEO for DGC Ontario who has been recommended by a selection committee struck by the Executive Chair.
- 12.11 Remuneration for the Executive Director/CEO will be determined by the Chair and the Secretary-Treasurer.

#### **Election of the Executive Board**

- 12.12 Any Member who meets all of the following criteria may be nominated and stand for election:
- (a) is a Full Member in good standing;
  - (b) is eighteen years of age or older;
  - (c) is not incapable (as defined in the Act);
  - (d) does not have the status of a bankrupt;
  - (e) is not on honourable withdrawal;
  - (f) has completed as a Full Member in good standing the two consecutive years immediately preceding the date of nomination;
  - (g) has their primary residence in Ontario;
  - (h) intends to reside in Ontario while serving on the Executive;
  - (i) has worked on a Guild-signed production for a minimum of twenty consecutive days on any one production within the previous five years (except for Life Members); and
  - (j) is not an active Member of, and does not occupy an executive, staff, elected or appointed board position with, the Canadian Media Production Association (CMPA) or any successor organization or any producers association which signs contracts or agreements with DGC Ontario, the DGC, or any DGC District Council.

12.12A

- (a) A candidate for the position of Executive Chair, in addition to meeting the criteria listed in Article 12.12, must also have served at least twelve consecutive months as a member of the Executive, or of the executive board of another District Council, or of the NEB.
  - (b) Once the slate of declared candidates for the position of Executive Chair has been deemed closed in accordance with Article 12.17, if there are no candidates who qualify under Article 12.12A a), whether because no candidates were included on the slate or because all candidates on the slate subsequently withdrew their candidacy, then Article 12.12A a) shall be considered waived for the purpose of Article 12.18.
  - (c) Article 12.12A a) shall not apply to the filling of a vacancy in the position of Executive Chair in accordance with Article 12.27.
- 12.13 The method of holding elections shall be determined by the Executive Board prior to any elections, including the date of the elections, place of meeting, and the method of casting ballots.
- 12.14 Elections of the Executive Board will be held at the AGM, as set out in Article 11.3(d).
- 12.15 Not less than sixty days prior to the AGM, the Executive Chair will appoint a Nominating Committee Chair.
- 12.16 The Nominating Committee Chair will prepare a slate of candidates for election to the Executive.
- 12.17 The slate of declared candidates prepared by the Nominating Committee will be part of the notice of meeting of the AGM. The slate will be deemed closed when it is sent as part of the notice of meeting, subject to Article 12.18.
- 12.18 (a) In addition to the nominations on the slate of declared candidates sent out with the notice of meeting and subject to Article 12.12A, a Full Member may be nominated for election to a position on the Executive from the floor of the AGM by two Full Members in good standing, provided that both the two nominating Members, and the Member being nominated, are present in person at the AGM.
- (b) The slate for the election of a position on the Executive will be deemed closed once there are no further nominations from the floor of the AGM for such position.

### **Voting Procedure for the Election of the Executive Board**

- 12.19 Following the conclusion of the Membership Meetings at which the addition of the Caucus Representatives for the Picture Editing Full Members, the Sound Editing Full Members and the Post Production Full Members is approved, the Editing Caucus Representative shall become the Sound Editing Caucus Representative and:

- (a) a meeting of the Picture Editing Full Members will be held as soon as possible to elect a Picture Editing Caucus Representative for a term ending at the conclusion of the first AGM following such meeting of the Picture Editing Full Members; and
- (b) a meeting of the Post Production Full Members will be held as soon as possible to elect a Post Production Caucus Representative for a term ending at the conclusion of the second AGM following such meeting of the Post Production Full Members.

12.20 The members of the Executive Board will be elected for a term of two years as follows:

- (a) The Chair, Second Vice-Chair, Membership Chair, Assistant Directors Caucus Representative, Locations Caucus Representative, Art Caucus Representative, and Picture Editing Caucus Representative shall be elected in even-numbered years; and
- (b) The First Vice-Chair, Secretary-Treasurer, Directors Caucus Representative, Production Caucus Representative, Sound Editing Caucus Representative, Post Production Caucus Representative, and Accounting Caucus Representative shall be elected in odd-numbered years.

12.21 (a) Voting for all elections to the Executive will be by secret ballot, subject to Article 12.21(b).

- (b) After the slate of declared candidates for a position on the Executive has been deemed closed in accordance with Article 12.17 and Article 12.18, if only one candidate has been nominated for such position, then no vote shall be required, and that candidate will be declared elected by acclamation.

12.22 The elections will proceed as follows:

- (a) Each of the five Officers of the Executive will be elected by all Full Members who are eligible to vote, present in person or by proxy.
- (b) The nomination and election of the Officers will commence with the Chair, followed by the First Vice-Chair, Second Vice-Chair, Secretary-Treasurer and Membership Chair, as applicable in any election year. The nominations for each position will not be closed until after the result of the immediately preceding election has been announced.
- (c) Following the election of the Officers of the Executive, each Full Member present at the meeting will meet in their respective Caucus, as well as in the Caucuses in which they hold proxies.
- (d) Any Member who qualifies in two or more Caucuses, or in two or more categories within a Caucus, will be entitled to vote once only, and in one Caucus only.

- (e) Full Members in each Caucus will nominate and elect one Representative to the Executive. Any Caucus Member who meets the requirements of Article 12.12 will be eligible for election as a Caucus Representative.
- (f) The nomination and election of the Caucus Representatives will commence with the Directors Caucus, followed by the Production Caucus, the Assistant Directors Caucus, the Locations Caucus, the Art Caucus, the Picture Editing Caucus, the Sound Editing Caucus, the Post Production Caucus, and the Accounting Caucus, as applicable in any election year. The nominations for each position will not be closed until after the result of the immediately preceding election has been announced.

12.23 No Member may hold more than one position on the Executive Board at any time, subject to Article 12.27 and Article 12.28.

12.24 No Member can serve more than three consecutive terms, whether full or partial, in the same Executive Board position.

#### **Term of Office/Replacement of Executive Board Members**

12.25 Subject to Article 12.28, Article 12.20 and Article 12.24, each Executive Board Member will hold office for a term beginning from the dissolution or adjournment of the AGM at which the Member was elected, to the dissolution or adjournment of the second AGM thereafter (approximately two years), unless the Member dies, resigns, or is removed.

12.26 If a position on the Executive previously held by a Caucus Representative becomes vacant, then any Member from that Caucus may call a meeting of Members from that Caucus in order to fill the vacancy.

12.27 If the position of Executive Chair becomes vacant, then the First Vice-Chair will fill that vacancy. If the First Vice-Chair is unable or unwilling to fill the vacancy, then the Second Vice-Chair will fill the vacancy. If the Second Vice-Chair is unable or unwilling to fill the vacancy, then the Executive will appoint another Member of the Executive (except the Secretary-Treasurer) to fill the vacancy of Executive Chair.

12.28 If the position of First Vice-Chair, Second Vice-Chair, Secretary-Treasurer, or Membership Chair becomes vacant, the Executive will fill the vacancy forthwith by appointing either another Member of the Executive or a Full Member, as it considers appropriate. Any resulting vacancy in the Officer positions of the Executive will be filled by the Executive by appointing another Full Member of DGC Ontario within thirty days of said vacancy. Any resulting vacancy in the Caucus Representative positions of the Executive will be filled in accordance with Article 12.26.

12.29 In lieu of the procedure set out in Article 12.27 and Article 12.28, the Executive can decide to call a special meeting of Members in order to fill a vacancy in one or more Officer positions.

12.30 Any changes to the Executive Board resulting from the actions set out in Articles 12.26 through 12.29 will be announced at the next Membership meeting.

## **Meetings of the Executive Board**

- 12.31 The Executive will meet at least eight times in person in the twelve months following each AGM. A Member of the Executive may participate in such meeting by way of teleconference call upon the consent of the Chair.
- 12.32 Any other meetings of the Executive may be held, in whole or in part, by electronic or telephonic means, provided that either a majority of the Executive Board consents to meeting by teleconference, or meetings by teleconference have been approved by a resolution of the Executive Board at an Executive Board meeting. An Executive Member or committee Member participating in a meeting using such a method will be deemed to be present at the meeting.
- 12.33 The Executive may meet by other electronic means, provided that:
- (a) the Executive has passed a resolution addressing the mechanics of holding such a meeting and dealing specifically with how security issues should be handled, the procedure for establishing quorum, and recording votes;
  - (b) each Executive Member has reasonable access to the specific means of communication to be used; and
  - (c) each Executive Member has consented in advance to meeting by electronic means using the specific means of communication proposed for the meeting.
- 12.34 The time and place of any regular or special Executive Board meeting will be fixed by the Chair, except that a special Executive Board meeting may also be called by any four Members of the Executive. The Secretary-Treasurer will cause a notice of each Executive Board meeting to be sent to each Member of the Executive, and to each committee Chair or other person invited by the Chair or the Executive, at least five days prior to the meeting. Such notice may be given by mail, by e-mail, by facsimile, or by any other such method as the Executive shall determine by resolution.
- 12.35 The Executive Director/CEO of DGC Ontario, any member in accordance with Article 8.6, or any staff member or person invited by the Chair, will be entitled to be present at and participate in, but not vote at, all meetings of the Executive, except any meeting or part thereof which the Executive designates as in camera.
- 12.36 Quorum for any regular or special Executive Board meeting will be eight Members of the Executive, two of whom must be Officers.
- 12.37 Any matter before the Executive will be decided by a simple majority of the Members of the Executive who are present. Each Member of the Executive will have one vote on any matter to be voted on at the meeting. A committee Chair who is not also a Member of the Executive Board, who attends a meeting of the Executive, may participate in debate but cannot vote.
- 12.38 In the event of a tie vote, the Chair will cast an additional vote to break the tie.

- 12.39 All meetings of the Executive will be chaired by the Executive Chair or, in the Executive Chair's absence, the First Vice-Chair. In the absence of the First Vice-Chair, the Second Vice-Chair will chair the meeting or, in the Second Vice-Chair's absence, another Member of the Executive appointed by the Executive Chair will serve as chair for that meeting.
- 12.40 The Secretary-Treasurer, or any other person designated by the Secretary-Treasurer, will cause minutes of the meetings of the Executive to be taken.
- 12.41 All resolutions and By-law(s) enacted by the Executive take effect immediately unless the contrary intention is set out in the resolution or By-law. They remain in effect until amended or repealed by the Executive or by the Membership, as the case may be.

### **Remuneration of Executive Board Members**

- 12.42 Members of the Executive will be remunerated by an honorarium for their service on the Executive and will be reimbursed for reasonable expenses incurred in relation to any functions carried out as an Executive Member. The rate of the honorarium will be approved by a resolution of the Executive from time to time.

### **Execution of Documents**

- 12.43 Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by DGC Ontario may be signed by any two of its Officers. In addition, the Executive may from time to time direct the manner in which and the person or persons by whom a particular document or type of document shall be executed. Any person authorized to sign any document may affix the corporate seal (if any) to the document. Any signing Officer may certify a copy of any instrument, resolution, By-law or other document of DGC Ontario to be a true copy thereof.

### **Indemnification of Executive Board Members and Others**

- 12.44 Every Executive Board Member or other person who has undertaken or is about to undertake any liability on behalf of DGC Ontario, or any company or other organization controlled by it, will be indemnified and saved harmless out of the funds or assets of the Corporation, from and against:
- (a) all costs, charges and expenses that such Executive Member, or other Member or person, sustains or incurs in or about any action, suit or proceedings that is brought, commenced or prosecuted against any one of these individuals, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by such individual, in or about the execution of the duties of the individual's office or in respect of any such liability; and
  - (b) all other costs, charges and expenses which the individual sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by the individual's own wilful neglect or default, or gross negligence.

## **Removal of Executive Board Members**

12.45 A Member of the Executive will be automatically removed from the Executive in any of the following circumstances:

- (a) ceasing to meet any of the requirements in Article 12.12, including the loss of good standing as a Member under Article 1.1(u);
- (b) a criminal conviction;
- (c) the Member's honourable withdrawal;
- (d) the Member resigns the Member's office by delivering a written resignation to the Secretary-Treasurer of DGC Ontario, which resignation will be effective at the time that it is sent to the Secretary-Treasurer or the time specified in the resignation, whichever is later; or
- (e) the Member's death.

12.46 An Officer may be removed from the Executive by an ordinary resolution of Members entitled to vote, at a special meeting duly called for this purpose.

12.47 A Caucus Representative may be removed from the Executive only by an ordinary resolution of Members of the same Caucus that elected the Caucus Representative, at a special meeting duly called for this purpose.

12.48 If a Member of the Executive has been removed from the Executive in accordance with Article 12.45 or Article 12.46, the vacancy created by the removal may be filled at the meeting of the Members at which the Executive Member is removed, or, if not so filled, may be filled in accordance with Article 12.26, Article 12.27, Article 12.28, or Article 12.29, as may be applicable.

## **ARTICLE 13- Caucuses**

13.1 There will be nine Caucuses, comprised of professional DGC categories as amended from time to time under Article 6, as follows:

- (a) Directors Caucus;
- (b) Production Caucus;
- (c) Assistant Directors Caucus;
- (d) Locations Caucus;
- (e) Art Caucus;
- (f) Picture Editing Caucus;

- (g) Sound Editing Caucus;
  - (h) Post Production Caucus; and
  - (i) Accounting Caucus.
- 13.2 Caucus Representatives elected to the Executive will be elected in the manner set out in Articles 12.22(c) through (f).
- 13.3 Every Caucus will meet at least two times in each calendar year.
- 13.4 The Caucus Representative will cause a notice of each Caucus meeting to be sent from the DGC Ontario office to each Member of the Caucus not less than ten days before the meeting. Such notice may be given by mail, by e-mail, or by facsimile.
- 13.5 Quorum for Caucus meetings will not be required.
- 13.6 Recommendations arising from a Caucus meeting will be reported by the Caucus Representative to the Executive at the next regularly scheduled Executive Board meeting.

#### **ARTICLE 14- Committees**

- 14.1 All committees, either Standing or *Ad Hoc*, will abide by any specified terms of reference for their committee as may be determined by a resolution of the Executive Board from time to time.

#### **General**

- 14.2 The Executive Chair will be an *ex officio* Member of all committees, except the Hearings Committee.
- 14.3 All Members of a committee must be Full Members in good standing, except that Members on honourable withdrawal are ineligible, and that both Associate Members and Apprentices will be entitled to be members of the Diversity, Equity, and Inclusion Committee, and of the Sustainability Committee.
- 14.4 Except for the Ontario Membership Committee Chair, if the Chair of any committee is unwilling or unable to continue to serve as Chair, then the Executive Chair will appoint a Full Member to act as the new Chair for that committee.
- 14.5 If a Member of a committee is unwilling or unable to continue to serve, the vacancy will be filled in the same manner that the original appointment was required to be made pursuant to this By-law.
- 14.6 The Executive by a majority vote may remove a committee Chair, and either the Executive Chair or a committee Chair may remove a committee Member, for cause at any time without notice, subject to the right of the removed Chair or Member, as the case may be, to file a complaint under Appendix C.



- 14.7 Each committee Chair will cause a notice of each committee meeting to be sent to each committee Member not less than five days before the meeting. Such notice may be given by mail, by e-mail, or by facsimile.
- 14.8 Subject to Appendix C.15, any meeting of a committee may be held, in whole or in part, by electronic or telephonic means at the discretion of the Chair of the committee.
- 14.9 Quorum for both Standing committees and *Ad Hoc* committees will be a majority of committee members, except in the case of the Hearings Committee, for which quorum will be as set out in Appendix C.5.
- 14.10 Subject to Appendix C.21, any matter before a committee will be decided by a simple majority of the Members of the committee who are present. Each Member of the committee will have one vote on any matter to be voted on at the meeting. In the event of a tie vote, the Chair will cast an additional vote to break the tie.
- 14.11 Each committee Member will serve as such from the time of the Member's election or appointment to the date on which the committee Member dies, resigns, or is removed, or the date on which a successor has been elected or appointed, whichever is earlier.
- 14.12 Members of any committee will serve as such without remuneration, unless otherwise decided by the Executive.
- 14.13 Every committee Chair or Member who has undertaken or is about to undertake any liability on behalf of DGC Ontario, or any company or other organization controlled by it, will be indemnified and saved harmless out of the funds or assets of the Corporation, from and against:
- (a) all costs, charges and expenses that such committee Chair or Member sustains or incurs in or about any action, suit or proceedings that is brought, commenced or prosecuted against any one of these individuals, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by such individual, in or about the execution of the duties of that individual's office or in respect of any such liability; and
  - (b) all other costs, charges and expenses which the individual sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by the individual's own wilful neglect or default, or gross negligence.

### **Standing Committees**

- 14.14 The Audit Committee, Hearings Committee, Ontario Membership Committee, Nominating Committee, Diversity, Equity, and Inclusion Committee, and the Sustainability Committee will be maintained as Standing committees of DGC Ontario. Additional Standing committees may be added by the Executive Board from time to time.

- 14.15 The Audit Committee serves to support the Secretary-Treasurer to ensure the financial well-being of DGC Ontario, including internal control over financial reporting.
- 14.16 The Audit Committee Chair shall be the Secretary-Treasurer, or an Executive Board Member appointed by the Executive Chair in consultation with the Secretary-Treasurer.
- 14.17 The Audit Committee shall be composed of the Audit Committee Chair, plus no fewer than two DGC Ontario Members appointed by the Audit Committee Chair and approved by the Executive Chair.
- 14.18 The Audit Committee shall meet no less than three times in the calendar year, either by face-to-face meeting or by teleconference. The Audit Committee Chair can call for additional meetings as required.
- 14.19 The Hearings Committee will consist of a Chair and two Members, as set out in Appendix C.4. Not more than thirty days after the AGM, the Executive Chair will appoint a Full Member as Hearings Committee Chair.
- 14.20 A Member of the Executive may not be appointed Hearings Committee Chair.
- 14.21 The Hearings Committee Chair will serve until the dissolution of the committee or the adjournment of the next AGM, except that this Chair may be re-appointed.
- 14.22 Not more than thirty days after the AGM, the Chair will appoint a chair or co-chairs of the Diversity, Equity, and Inclusion Committee, and a chair or co-chairs of the Sustainability Committee. The chairs of these committees will serve until the dissolution of the relevant committee or until their successors are appointed, whichever is earlier, and shall be eligible for re-appointment. The members of these Committees shall be appointed in accordance with the terms of reference approved by the Executive Board for each such Committee.
- 14.23 The Ontario Membership Committee will consist of the Membership Chair and each of the nine Caucus Representatives.
- 14.24 The Nominating Committee shall consist of a Nominating Chair appointed by the Executive Chair, and up to four Full Members appointed by the Nominating Chair, none of whom are Members of the Executive.
- 14.25 The Nominating Committee shall solicit applications from the Members of DGC Ontario and prepare a slate of one or more qualified candidates for each position on the Executive Board which will be vacant and for which an election is to be held in any given year.
- 14.26 Any Member of the Nominating Committee wishing to become a candidate for election must step down from the committee immediately.

### ***Ad Hoc* Committees**

- 14.27 The Executive, or the Executive Chair, may establish such *Ad Hoc* committees as are considered necessary. Where an *Ad Hoc* committee is established by the Chair, the Chair will report its establishment to the Executive, which may rescind any such decision.
- 14.28 Each *Ad Hoc* committee, however established, will be provided with written terms of reference, including the duties, composition and terms of office of the committee.
- 14.29 No *Ad Hoc* committee will have a term of office that extends beyond the next AGM, unless the committee's mandate is reaffirmed by the Executive, or by the Executive Chair, following the AGM. Where the Chair reaffirms the mandate, this decision will be reported to the Executive, which may rescind any such decision.

### **ARTICLE 15 - Collective Bargaining and Collective Agreements**

- 15.1 DGC Ontario will engage in collective bargaining negotiations and may enter into a collective agreement or a Standard Agreement with any Producer or producers association, including the Canadian Media Production Association and its successor.
- 15.2 For details regarding collective bargaining and collective agreements, see Appendix B.

### **ARTICLE 16 - Grievances, Hearings, and Appeals**

- 16.1 A complaint may be made against a Member, including a suspended Member or a Member on honourable withdrawal, or against a permittee or an Apprentice, alleging a violation of this By-law, any other By-law or resolution of DGC Ontario, or the DGC National Constitution, by:
- (a) a Member, a suspended Member, a Member on honourable withdrawal, a permittee, or an Apprentice; or
  - (b) the Executive of DGC Ontario.
- 16.2 Any complaint will be submitted by the complainant to the Complaint Coordinator in accordance with the process in Appendix C.

### **Procedure**

- 16.3 The grievance procedure consists of:
- (a) Commencing a Grievance;
  - (b) Pre-Hearing Documentation Phase;
  - (c) Hearings; and
  - (d) Appeals.

16.4 For full details regarding each step, see Appendix C.

### **ARTICLE 17 - Finances**

- 17.1 All monies payable to DGC Ontario by a Producer pursuant to the terms of a collective agreement or Standard Agreement, excluding health and welfare contributions, and including but not limited to Member payments, Check-offs, Administration and Training Assessments, and permit fees, will be paid to DGC Ontario and will constitute the property of DGC Ontario.
- 17.2 DGC Ontario will collect on behalf of the DGC Health and Welfare Trust all health and welfare contributions payable under a collective agreement or Standard Agreement, and these contributions will constitute the property of the DGC Health and Welfare Trust.
- 17.3 DGC Ontario will collect on behalf of the DGC CEIRP all RSP contributions payable under a collective agreement or Standard Agreement, and these contributions will constitute the property of CEIRP.
- 17.4 The fiscal year-end of DGC Ontario will be December 31st, unless otherwise set by the Executive.

### **Auditors**

- 17.5 The auditor of DGC Ontario will be appointed at the AGM as set out in Article 11.3(c) and will hold office until the close of the next AGM, provided that the Executive may fill any casual vacancy in the office of the auditor. The auditor may not be an Executive Board Member, or an employee of DGC Ontario.

### **Books and Records**

- 17.6 The Executive will ensure that all necessary books and records of DGC Ontario required by this By-law or any other By-laws of DGC Ontario or by any applicable statute or law are regularly and properly kept.

### **ARTICLE 18 - Rival Organizations**

- 18.1 A Rival Organization is any local, national or international body or association that represents employees or engagees, and that, in the opinion of the Executive, is rival, competitive, or hostile to DGC Ontario.
- 18.2 Where the Executive decides that an organization is rival, it will cause all Members to be notified of that decision forthwith.
- 18.3 Any Member who has applied for or been granted membership in, has accepted an executive, staff, elected or appointed board position with, or who has an allegiance to or promotes the objects of, a Rival Organization:
- (a) is deemed to have a conflict of interest with DGC Ontario; and

- (b) will have ten days, following notification by the Executive that an organization is rival, in which to resign membership in, resign an executive, staff, elected or appointed board position with, renounce allegiance to, and cease promoting the objects of, the Rival Organization.

18.4 If a Member fails to comply with Article 18.3(b), DGC Ontario will suspend the Member or, if the Member is already under suspension, will terminate the Member.

#### **ARTICLE 19 - Changing the By-law**

19.1 The Executive may make, amend, or repeal this By-law or any other By-laws, except those dealing with fundamental changes. The By-law, amendment, or repeal is effective until the next meeting of Members confirms, amends, or rejects it; it ceases to have effect if it is not submitted to the Members at the next Membership meeting.

19.2 Pursuant to subsection 152(6) of the Act (Member Proposal), any Full Member can make a proposal to make, amend, or repeal this By-law or any other By-laws, either by submitting a proposal to be included in the notice of meeting as set out in Article 11.6, or by raising the matter at a meeting.

19.3 A special resolution is required to make any amendment to the By-law on issues that deal with fundamental changes. For a list of examples of fundamental changes, see Appendix D.5.

## APPENDICES

### APPENDIX A - Officers

#### Description of Officers

- A.1 The Officers of DGC Ontario shall have the following duties and powers associated with their positions, unless otherwise specified by the Executive which may, subject to the Act, modify, restrict or supplement such duties and powers:
- A.2 The Chair will:
- i. preside at meetings of DGC Ontario and of the Executive in accordance with Article 11.9 and Article 12.39;
  - ii. ensure that all orders and resolutions of the Executive are put into effect;
  - iii. execute on behalf of and in the name of DGC Ontario all authorized agreements and contracts, except where the Executive has authorized another signatory, and except in the case of a collective agreement, Standard Agreement, bargaining authorization, voluntary recognition agreement or negotiating protocol that is effective upon execution by the Executive Director/CEO or their designate; and
  - iv. perform any other duties that the Executive may, from time to time, assign.
- A.3 The First Vice-Chair will:
- i. assist the Chair;
  - ii. in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair;
  - iii. perform such duties and exercise such powers of the Chair as are assigned by the Chair; and
  - iv. perform any other duties that the Executive may, from time to time, assign.
- A.4 The Second Vice-Chair will:
- i. assist the First Vice-Chair;
  - ii. in the absence or disability of the First Vice-Chair, perform the duties and exercise the powers of the First Vice-Chair;
  - viii. in the absence or disability of the First Vice-Chair and the Chair, perform the duties and exercise the powers of the Chair;
  - ix. perform such duties and exercise such powers of the First Vice-Chair as are assigned by the First Vice-Chair or the Chair; and

x. perform any other duties that the Executive may, from time to time, assign.

A.5 The Secretary-Treasurer, or a DGC Ontario staff member duly authorized by the Secretary-Treasurer, will:

- i. attend all meetings and act as clerk thereof, record or cause to be recorded all votes and minutes of all proceedings in the books to be kept for that purpose, and keep a permanent record of all proceedings, minutes of meetings, and resolutions of the Executive and Members of DGC Ontario;
- ii. give or cause to be given notice of all meetings of Members and of the Executive;
- iii. ensure that a registry is maintained of each Member of DGC Ontario, including the name, category, address, telephone number, and other relevant information;
- iv. ensure that a record is kept of any disciplinary action taken against any Member, except in the case of a decision of the Hearings Committee as set out in Appendix C.39;
- v. be the custodian of the seal of DGC Ontario, which the Secretary-Treasurer will affix when necessary and deliver only when authorized by a resolution of the Executive to do so and to such person or persons as may be named in the resolution;
- vi. certify such documents as may require certification for or on behalf of DGC Ontario from time to time;
- vii. have the custody of the funds and securities of DGC Ontario and keep full and accurate accounts and proper accounting records of all assets, liabilities, receipts and disbursements of DGC Ontario in the books belonging to DGC Ontario;
- viii. receive and deposit all monies, securities and other valuable effects in the name and to the credit of DGC Ontario in such chartered bank or trust company or, in the case of securities, in such registered dealer in securities as may be designated by the Executive from time to time;
- ix. disburse the funds of DGC Ontario as may be directed by the proper signing authority;
- x. maintain itemized accounts of all funds expended on behalf of DGC Ontario;
- xi. render to the Executive at meetings of the Executive, or whenever they may require it, an accounting of all the transactions and a statement of the financial position of DGC Ontario;
- xii. ensure that an audit of DGC Ontario's financial statements is conducted annually, or more often if directed by the Executive;
- xiii. ensure that complete audited statements are presented at every AGM of DGC Ontario; and

xiv. perform any other duties that the Executive may, from time to time, assign.

A.6 The Membership Chair will:

- i. act as head of the Ontario Membership Committee and review all new Membership applications and applications for upgrade or reclassification for acceptance as required;
- ii. present to the Executive Board new Members, Member upgrades, or reclassifications;
- iii. sit on the M&T as the DGC Ontario representative;
- iv. work with DGC Ontario staff, Caucus Representatives, and committees as determined, to develop and implement training and professional development initiatives and programs; and
- v. perform any other duties that the Executive may, from time to time, assign.



## **APPENDIX B - Collective Bargaining and Collective Agreements**

- B.1 For the purpose of this Appendix, a Member means a Member as defined in Article 6, and includes an International Member of the DGC, a permittee, an Apprentice, and a Member of another Council working within the jurisdiction of DGC Ontario.
- B.2 A collective agreement binds DGC Ontario and all Members. A collective agreement, Standard Agreement, bargaining authorization, voluntary recognition agreement or negotiating protocol is effective upon execution by a Producer or producers association, and by the Executive Chair, the Executive Director/CEO or their designate, or any other signatory authorized by the Executive.
- B.3 DGC Ontario will not enter into a collective agreement or Standard Agreement that establishes a maximum rate of compensation.
- B.4 The Executive may, in its discretion:
- i. determine that a particular type of production is exempt from the requirements of a collective agreement or Standard Agreement; or
  - ii. grant dispensation to a Member to work in a professional DGC category for a Producer who is not a signatory to a collective agreement or Standard Agreement, provided the Member seeks dispensation prior to commencing work.
- B.5 The Executive will make any required decision relating to the negotiation, administration, interpretation and application of a collective agreement or Standard Agreement to which DGC Ontario is a party.
- B.6 The Executive will advise the NEB of any collective agreement or Standard Agreement issue that it believes may have a significant effect on the DGC or on more than one District Council.
- B.7 A collective agreement or Standard Agreement will be ratified in a manner consistent with the rules of the Labour Relations Act (or of any applicable law) that are current at the time the ratification vote is to take place.
- B.8 Every Member must cooperate with and assist DGC Ontario and other Members to satisfy all obligations under a collective agreement or Standard Agreement in a prompt and efficient manner.
- B.9 In applying for, accepting, and maintaining Membership in DGC Ontario, a Member is deemed to authorize DGC Ontario to enter into a collective agreement or Standard Agreement on behalf of the Member and to resolve any grievance thereunder relating to the Member in accordance with Appendix B.5.
- B.10 DGC Ontario may file an action, court proceeding or an application before any administrative tribunal, including but not limited to an application for certification or an unfair labour practice complaint, on behalf of DGC Ontario or a Member of DGC Ontario.

## **APPENDIX C - Grievances, Hearings, and Appeals**

### **Commencing a Grievance**

- C.1 Each complaint must be brought within one year of the date on which the complainant becomes aware, or ought reasonably to have become aware, of the event giving rise to the complaint, and must:
- i. be in writing;
  - ii. identify the complainant;
  - iii. in the case of a complaint made by the Executive, attach a copy of the Executive resolution approving the making of the complaint;
  - iv. identify the person against whom the complaint has been made;
  - v. provide sufficient particulars of the complaint so as to enable the person against whom the complaint has been made to appreciate the substance of the complaint and to respond;
  - vi. allege a violation of this By-law, any other By-law or resolution of DGC Ontario, or the DGC National Constitution;
  - vii. include an explanation of how the substance of the complaint is related to work performed in a professional DGC Category and to DGC Ontario, or either of them;
  - viii. not be based on a prohibited ground of discrimination as set out in Article 5.3; and
  - ix. identify the specific remedy sought.

### **Pre-Hearing Documentation Phase**

- C.2 Upon receipt of a complaint:
- i. The Complaint Coordinator shall review the complaint for compliance with the requirements of a complaint set out in Appendix C.1. Where a complaint does not meet those requirements, the Complaint Coordinator shall ask the complainant to file an amended complaint or, where the complainant refuses to do so, bring this process to an end;
  - ii. Where the Complaint Coordinator finds that a complaint is in compliance with Appendix C.1, they shall forthwith forward a copy of the complaint to the person against whom the complaint has been made, who will have fifteen days to file a defence, including any submissions as to whether the complaint raises a national issue;
  - iii. Upon receipt of a defence, the Complaint Coordinator will forthwith forward a copy of the defence to the complainant, who will have fifteen days to file a reply;

- iv. Upon receipt of a reply, the Complaint Coordinator will forthwith forward a copy of the reply to the person against whom the complaint has been made;
- v. At any time after the complaint, defense, and reply have been completed, the Complaint Coordinator is empowered, subject to section C.2 (viii) below, in their discretion acting reasonably, to do any of the following:
  - (a) invite the complainant and the Member against whom the complaint was made to voluntarily participate in a mediation process before an independent mediator selected by the parties to the complaint, or if there is no agreement, by a mediator chosen by the Complaint Coordinator. The purpose of the mediation is to provide the parties with an opportunity to engage in a face-to-face discussion in a serious attempt to resolve all issues prior to proceeding with the formal hearings process. All matters raised and discussed in a mediation are to remain confidential;
  - (b) appoint a third party neutral investigator to investigate the parties' position with respect to the complaint;
  - (c) resolve the complaint by way of ordering that the Member against whom the complaint was made complete remedial education and/or receive advice and recommendations from DGC Ontario. Should a complaint be resolved in this way, the Complaint Coordinator's decision must be in writing and it will be forwarded to each party to the complaint and filed with the Executive Director/CEO of DGC Ontario; and
  - (d) refer a complaint to the Hearings Committee. The decision to refer a complaint to the Hearings Committee must be in writing and shall expressly identify (a) the factual underpinning of the alleged wrongdoing by the Member against whom the complaint was made and (b) the parts of the By-law that the Member is alleged to have breached.
- vi. The Complaint Coordinator must dispose of a complaint that is not resolved by the parties to the complaint through the mediation process in v.(a) above by way of either one of the powers in v.(c) or (d) above.
- vii. Any neutral third party investigator appointed by the Complaint Coordinator shall be retained by DGC Ontario from a third party professional investigation firm. That investigator will be empowered, in their discretion acting reasonably, to interview the complainant, the Member against whom the complaint was made, and any witnesses to the events in issue. Furthermore, the neutral third party investigator will be empowered, in their discretion acting reasonably, to request documentation related to the complaint. Any materials obtained by the neutral third party investigator shall be disclosed to the complainant and the Member against whom the complaint was made. Moreover, each party to the complaint will be given ten

(10) business days from their receipt of those materials to make further written submissions should they so choose.

- viii. Throughout the process delineated in Appendix C.2, the Executive Director/ CEO or their designate shall liaise with the Complaint Coordinator and provide the Complaint Coordinator with guidance as well as recommendations concerning the matters in Appendix C.2. Furthermore, the decisions of the Complaint Coordinator outlined in C.2(i) and C.2(v)(a-b) shall be made in conjunction with the Executive Director/ CEO or their designate.
- C.3 All communications between the Complaint Coordinator and the parties to the complaint, will be governed by Articles 10.1 through 10.5.
- C.4 Upon a complaint being referred to the Hearings Committee, the Hearings Committee Chair will forthwith appoint Full Members to the committee as follows:
- i. The Chair will appoint two committee Members in addition to the Chair.
  - ii. At least one committee Member must be from the same Caucus as the person against whom the complaint has been made, and in the same professional category, or higher.
  - iii. Neither the Chair nor a committee Member may have an interest, whether direct or indirect, in the subject matter of the complaint.
  - iv. Should the Hearings Committee Chair have an interest, direct or indirect, in the subject matter of the complaint, the Executive Chair shall appoint a Hearings Committee Chair pro tempore to preside over the proceedings of the complaint.
  - v. No Member of the Executive may be appointed to the Hearings Committee.
- C.5 Quorum for all meetings of the Hearings Committee, including those held by teleconference call, will be all Committee members.
- C.6 The Hearings Committee will be convened, either in person or by teleconference call, within thirty days of the filing of the reply to determine if the complaint justifies a hearing.
- C.7 The Hearings Committee will not have jurisdiction to determine a complaint that involves a national issue. A national issue is one that affects the DGC as a whole, or affects more than one Council, and includes an issue raised by or against an International Member or between two International Members. If the Hearings Committee decides that a complaint raises a national issue, it will decline jurisdiction and will forthwith refer the complaint, together with a copy of its decision regarding jurisdiction, to the NEB.
- C.8 If the NEB decides that the complaint does not raise a national issue, it will decline jurisdiction and will forthwith refer the complaint, together with a copy of its decision regarding jurisdiction, back to the DGC Ontario Hearings Committee.

- C.9 The Hearings Committee may dismiss a complaint without a hearing where the complaint:
- i. raises a national issue, as set out in Appendix C.7;
  - ii. does not comply with Appendix C.1;
  - iii. is more properly brought in another forum, including but not limited to, the NEB, another Council Executive, the Courts, or a Human Rights Commission or Tribunal; or
  - iv. is frivolous or vexatious, except in the case of a complaint made by the Executive.
- C.10 Upon determining that a complaint was not properly brought before it, has not complied with the provisions of Appendix C.1, or is frivolous or vexatious, the Hearings Committee may order the complainant to pay such costs as it considers appropriate.
- C.11 A complaint determined to be frivolous or vexatious may of itself provide the basis for a complaint by the person against whom it was made against the original complainant.
- C.12 If the Hearings Committee determines that a hearing is justified, the parties to the complaint will be directed to engage in a mediation process before an independent mediator selected by the parties, or if there is no agreement, by a mediator chosen by the Hearings Committee Chair. The purpose of the mediation is to ensure that the parties engage in a face-to-face discussion in a serious attempt to resolve all issues prior to proceeding with the hearings process. All costs of the mediation process shall be borne equally by the parties to the complaint.

### **Hearings**

- C.13 Upon notification to the Hearings Committee by any party that the mediation has been unsuccessful, the Hearings Committee will convene a hearing within sixty days of such notification.
- C.14 The Hearings Committee will determine the time and place of the hearing, and will provide reasonable notice of the hearing to the parties to the complaint.
- C.15 All Members of the Hearings Committee must be in attendance in person to hear all of the evidence and the argument presented at the hearing. No Member of the Committee may appoint a proxy in their stead.
- C.16 Each party to the complaint will be entitled to:
- i. attend the hearing;
  - ii. engage and be represented by legal counsel, at their own expense;
  - iii. present evidence and argument; and
  - iv. cross-examine any witnesses tendered by the opposite party.

- C.17 Where a hearing has been held, the Hearings Committee will make its decision based on the complaint, the defence, the reply, and the evidence and argument presented at the hearing.
- C.18 The decision of the Hearings Committee will be decided by a majority vote, will be in writing, and will set out the reasons for the decision.
- C.19 The Hearings Committee may prescribe any remedy it considers appropriate in the circumstances, including but not limited to:
- i. dismissal of the complaint;
  - ii. a reprimand;
  - iii. an apology;
  - iv. suspension or termination of Membership; or
  - v. any other remedy, on such terms and conditions as the Committee considers just in all the circumstances.
- C.20 The Hearings Committee may order a party to reimburse all or part of the legal costs of the other party.
- C.21 A decision to recommend termination of Membership requires a unanimous vote of the Hearings Committee.
- C.22 Any dissenting Hearings Committee Members will write one or more minority decisions setting out the reasons for their dissent.
- C.23 The decision of the Hearings Committee, together with any dissenting decision(s), will be forwarded forthwith to each party to the complaint and filed with the Executive Director/CEO of DGC Ontario.

### **Appeals**

- C.24 Only a decision of the Complaint Coordinator under Appendix C.2(i) to not proceed with a complaint or under Appendix C.2(v)(c) to dispose of a complaint by way of remedial education and/or recommendations and advice, or of the Hearings Committee that has resulted from a formal hearing under Appendix C.13 through C.23 can form the basis for an appeal.
- C.25 Either party to the complaint may seek leave to appeal the decision of the Complaint Coordinator or the Hearings Committee within fifteen days following the date on which the decision is sent, by filing with the Executive Director/CEO of DGC Ontario written submissions setting out detailed reasons why the decision ought to be set aside.
- C.26 Upon receipt of a request for leave to appeal:

- i. The Executive Director/CEO will forward a copy of the submissions filed in support thereof to the other party, who will have fifteen days to provide any responding material to the Executive Director/CEO.
  - ii. Upon receipt of the responding material, the Executive Director/CEO will forward a copy of the responding material to the applicant for leave, who will then have ten days to file a reply.
  - iii. Upon receipt of the reply, the Executive Director/CEO will forward a copy of the reply to the responding party.
- C.27 In the case of a request for leave to appeal of a complaint made by the Executive of DGC Ontario, the decision whether to grant leave to appeal will be made by an independent arbitrator, selected by the parties, who will grant leave, and, if leave is granted, will hear the appeal. All costs of the arbitration process shall be borne by DGC Ontario.
- C.28 In all other appeals, the Executive, at the next Executive meeting following the filing of the reply, will review the written appeal submissions, any reply thereto, the decision of the Complaint Coordinator or the Hearings Committee, including any dissenting decision(s), the original complaint and any reply thereto, and will decide whether to grant leave to appeal.
- C.29 If the Executive (or arbitrator, in the case of a complaint by the Executive) decides that the request for leave to appeal is without merit, it will dismiss the application. If the Executive (or arbitrator, in the case of a complaint by the Executive) decides that the application for leave to appeal has merit, it will grant leave to appeal and notify each of the parties to the complaint of its decision.
- C.30 Each party to the complaint will be notified of the time and place of the Executive meeting (or arbitral hearing, in the case of a complaint by the Executive), at which the appeal will be considered. Each party will have the right to attend the meeting and to engage and be represented by legal counsel, at their own expense.
- C.31 The Executive (or arbitrator, in the case of a complaint by the Executive), in considering the appeal, will not re-hear the oral evidence from the proceedings below, but rather will consider the written record, and any arguments presented on appeal.
- C.32 The Executive (or arbitrator, in the case of a complaint by the Executive), will render its decision (by majority vote, in the case of the Executive), and may:
- i. dismiss the appeal in its entirety;
  - ii. overturn the decision of the Complaint Coordinator or the Hearings Committee;
  - iii. uphold the decision and the remedy;
  - iv. uphold the decision and amend the remedy; or

- v. dispose of the appeal in any other manner which it considers appropriate; and/or
  - vi. order that the legal costs of a party on the appeal and before the Hearings Committee be paid in full or in part by the other party.
- C.33 The decision of the Executive (or arbitrator, in the case of a complaint by the Executive) on appeal is final.

### **General**

- C.34 The Complaint Coordinator and the Hearings Committee, (or, in the case of an appeal, the Executive, or arbitrator in the case of a complaint by the Executive), will determine its own rules and procedures, provided that at all times the principles of natural justice and fairness are observed. Natural justice is a flexible concept which must take into account the circumstances of each case, and which embraces the right to be heard, the right to a fair hearing, and the rule against bias of the Complaint Coordinator, Hearings Committee, or of the Executive, or of an arbitrator in the case of a complaint by the Executive.
- C.35 The Complaint Coordinator and Hearings Committee (or, in the case of an appeal, the Executive, or arbitrator in the case of a complaint by the Executive), as the case may be, may grant an extension of time with respect to any time limit set out in this Article, either with respect to the pre-hearing documentation phase as set out in Article C.2, or the hearing of the complaint, or any appeal therefrom, as the case may be, after giving due consideration to any argument with respect to prejudice to any party to the complaint.
- C.36 If a party to a complaint fails to file any submissions or to attend a hearing or an appeal, the Complaint Coordinator or the Hearings Committee (or, in the case of an appeal, the Executive, or arbitrator in the case of a complaint by the Executive), as the case may be, may decide the complaint or appeal in any reasonable manner without further notice to that party.
- C.37 Once a complaint has been submitted to the Complaint Coordinator, the complaint will not be deemed closed until the Hearings Committee Chair has received, in writing, full details of a decision, including a remedy, if any, resulting from:
- i. a complaint that has been disposed of by the Complaint Coordinator pursuant to Appendix C.2(i) or C.2(v)(c);
  - ii. a complaint which has been concluded by means of an informal agreement between the parties to the complaint prior to the mediation referred to in Appendix C.2 or C.12, or during the course of said mediation;
  - iii. a complaint which has been concluded by means of mediation under Appendix C.2 or C.12;
  - iv. a formal hearing under Appendix C.13 through C.23; or
  - v. an appeal under Appendix C.24 through C.33.



- C.38 A decision resulting from Appendix C.37(i), (ii), (iii) or (iv), must be forwarded to the Hearings Committee Chair within thirty days of the decision having been reached.
- C.39 The Hearings Committee Chair will file with the Executive Director/CEO of DGC Ontario all decisions (including remedies, if any) resulting from the complaint.

## **APPENDIX D - Ordinary and Special Resolutions**

### **Ordinary Resolutions**

- D.1 Ordinary resolutions are passed by a majority of the votes cast on that resolution.
- D.2 Examples (not exhaustive) of actions requiring ordinary resolutions are:
- i. election of the Executive;
  - ii. removal of the Executive;
  - iii. fixing the number of Executive Board Members;
  - iv. approval of By-laws, except where a change requires a special resolution;
  - v. appointment of the auditor;
  - vi. remuneration of the auditor;
  - vii. removal of the auditor; or
  - viii. a requirement that the auditor perform an audit.

### **Special Resolutions**

- D.3 Special resolutions are passed by a majority of not less than two-thirds of the votes cast on that resolution.
- D.4 Associate Members may vote only on issues that may present fundamental changes to their Membership. Such matters require special resolutions. In the list in Appendix D.5, all of the examples are examples of fundamental changes.
- D.5 Examples (not exhaustive) of actions requiring special resolutions are:
- i. change the name of DGC Ontario;
  - ii. change the province in which DGC Ontario's registered office is situated;
  - iii. add, change or remove any restriction on the activities that DGC Ontario may carry on;
  - iv. create a new class of Members;
  - v. change a condition required for being a Member;
  - vi. change the designation of any class of Members or add, change or remove any rights and conditions of any such class;

- vii. divide any class of Members into two or more classes and fix the rights and conditions of each class;
- viii. add, change or remove a provision respecting the transfer of a Membership;
- ix. subject to Section 133 of the Act (Change in Number of Directors), increase or decrease the number of, or the minimum or maximum number of, Executive Board Members fixed by the Articles;
- x. change the statement of the purpose of DGC Ontario;
- xi. change the statement concerning the distribution of property remaining on liquidation after the discharge of any liabilities of DGC Ontario;
- xii. change the manner of giving notice to Members entitled to vote at a meeting of Members;
- xiii. change the method of voting by Members not in attendance at a meeting of Members;
- xiv. add, change or remove any other provision that is permitted by the Act to be set out in the Articles;
- xv. permit the Executive to revoke any resolution before it is acted upon;
- xvi. approve the sale, lease, or exchange of all or substantially all property of DGC Ontario; or
- xvii. allow the liquidation and dissolution of DGC Ontario.