

2018

THE DIRECTORS GUILD OF CANADA CONSTITUTION

A CONSTITUTION IN COMPLIANCE WITH
THE CANADA NOT-FOR-PROFIT CORPORATIONS ACT

APPROVED BY DGC MEMBERSHIP AT THE NATIONAL ANNUAL GENERAL MEETING
ON APRIL 28, 2018.

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A CONSTITUTION RELATING GENERALLY TO THE CONDUCT
OF THE AFFAIRS OF THE

THE DIRECTORS GUILD OF CANADA

(THE "DGC")

BE IT ENACTED as a by-law of the DGC as follows:

1. INTERPRETATION

1.1 Definitions

In this by-law and all other by-laws of the DGC, unless the context otherwise requires:

"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;

"articles" means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the DGC;

"AGM" means the Annual General Meeting of the DGC;

"Associate Member" means a Member of one of the three classes of Memberships in the DGC;

"Category" means a DGC category of professional activity;

"CCA" means a District Council Collective Agreement;

"Collective Agreement" means an agreement in writing between either the DGC and/or one or more District Council and an employer or association of employers which provides for minimum rates of pay, hours of work and other conditions of employment, and includes deal memos, letters of variance, adherence or preliminary agreements, standard agreements or other agreements determined by the DGC or a District Council, as the case may be;

"**constitution**" means this by-law and any other by-law of the DGC as amended and which are, from time to time, in force and effect;

"**Director**" means a member of the National Director's Division of the DGC;

"**Disputed Action**" has the meaning set out at section 6.1(g)(ix);

"**District Council**" or "**Council**" means a local, provincial or area association of members that has been accepted as a Member of the DGC, and has primary responsibility for collective bargaining, administration and enforcement of a Collective Agreement, representation of members on local issues, and regulation of relations between Members and employers;

"**employer**" includes an engager or a Producer;

"**Executive Committee**" is the governing body of the National Director's Division;

"**Full Member**" means a Member of one of the three classes of membership in the DGC;

"**Individual Member**" means an individual who is a Member in either the Full Member or Associate Member class;

"**Institutional Member**" means a District Council that has been accepted as a Member in one of three classes of membership in the DGC;

"**M&T**" means the Membership and Training Committee;

"**Member**" means either an Individual Member of the DGC in good standing, who occupies either the Full Member or Associate Member class, excluding a permittee, or an Institutional Member;

"**Membership**" means membership in the DGC;

"**NCA**" means a National Collective Agreement between the DGC and an Employer or association;

"**NEB**" means the National Executive Board of the DGC, which shall be considered the board of directors of the DGC;

"**NEB member**" means a member of the National Executive Board, and therefore, a director under 3.1 the Act;

"**ordinary resolution**" means a resolution passed by a majority of not less than 50% plus 1 of the votes cast on that resolution;

"**permittee**" is a person who is not a Member, but who is authorized by a Council under a Council Collective Agreement or the NEB under a National Collective Agreement to perform the duties of any Category, subject to payment of any permit fee;

"**Producer**" includes an individual or a company which produces, distributes, exhibits or finances motion pictures and which engages DGC Members;

"**proposal**" means a proposal submitted by a member of the DGC that meets the requirements of Section 163 (Shareholder Proposals) of the Act;

"**Reciprocal Agreement**" means any agreement between the DGC or a District Council and any other directors' guild, union, labour organization or association which establishes a framework for cooperation or mutual benefit for each entity, or which defines the rights and obligations of each entity and an individual with respect to an individual working in the jurisdiction of an entity other than the entity of which he is a member;

"**Regulations**" means the regulations made under the Act, as amended, restated or in effect from time to time;

"**special resolution**" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution; and

"**Type**" means one of four Types of Membership to which Individual Members belong, including National, International, Life and Honourary Life.

2. MEMBERSHIP

2.1 Membership Classes

(a) Membership

Membership in the DGC shall be available only to individuals or institutions interested in furthering DGC's purposes and who have applied for and been accepted into Membership in the DGC.

(b) Classes

There shall be three classes of Members as follows:

- (i) Full Members: Individuals Only
- (ii) Associate Members: Individuals Only
- (iii) Institutional Members: District Councils only

A Member shall occupy only one class of Membership at any time.

(c) Full Members

- (i) Full Membership shall be available only to individuals who are accepted in a Category for which the DGC negotiates, or proposes to negotiate, in accordance with the standards and criteria set out by M&T and approved by the NEB.
- (ii) The term of Membership shall be annual.
- (iii) Each Full Member shall be entitled to receive notice of, attend and vote at all meetings of Members, and each such Full Member shall be entitled to one (1) vote at such meetings. Full Members shall be entitled to stand for election to any office.

(d) Associate Members

- (i) Associate Membership shall be available only to individuals who meet the following qualifications:
 - (1) Work as a production assistant or a trainee or apprentice in any Category;

- (2) any other qualifications as may be set out by M&T and approved by the NEB.
 - (ii) The term of Membership shall be annual.
 - (iii) Each Associate Member shall be entitled to receive notice of, and attend at all meetings of Members.
- (e) Institutional Members
- (i) Institutional Membership shall be available only to District Councils when the qualifications set out at article 6.1 (a) and any other conditions as may be required by the DGC have been met.
 - (ii) The term of the Membership shall be annual.
 - (iii) Each Institutional Member shall be entitled to receive notice of, and attend at all meetings of Members.

2.2 Membership Types

(a) Types of Membership

Individual Membership in the DGC shall be divided into 4 Types: National, International, Life and Honourary Life.

An Honourary Life Member, Life Member and a National or International Member shall have the same rights, privileges, duties and obligations of the Full Member or Associate Member class to which the Honourary Life, Life, National or International Member belongs.

(b) Conditions for Types of Membership

In order to qualify for each Type of Membership, the following conditions must be met:

- (i) National Member: Must be an individual ordinarily a resident in Canada, and either be a member of a District Council or be subject to an NCA or a proposed NCA to be negotiated.

- (ii) International Member: Must be an individual who is a Canadian citizen or a permanent resident of Canada who is not ordinarily resident in Canada. It is not necessary for an International Member to maintain membership in a District Council.
- (iii) Life Member: Must be an individual over 65 years of age, and have maintained Membership in good standing for ten (10) consecutive years prior to attaining the age of 65.
- (iv) Honourary Life Member: Must be an individual appointed by the NEB in recognition of outstanding creative achievement or contribution to the DGC or the industry, as determined in the discretion of the NEB. Such Member need not be entitled to work in Canada.

2.3 Conditions for Membership and Good Standing as an Individual Member

In addition to the conditions of Membership applicable to any class, Type or Category, all individual applicants and Individual Members must meet and maintain the following prerequisites in order to be considered for and remain in good standing as a Member:

- (a) Must be a Canadian citizen or a permanent resident of Canada;
- (b) Must act in accordance with the code of ethics and professional conduct as set out in this constitution;
- (c) Must not have applied for membership in, be a member of, occupy an executive, staff, elected or appointed board position with, have an allegiance to or promote the objective of an organization which represents employees or engagees and which has been declared by the NEB, to be a rival to the DGC; and
- (d) Must not occupy an executive, staff or elected or appointed board position with an association of employers, engagers or producers.

2.4 Individual Applications to Membership

(a) Individual Applications to Membership

An application for Individual Membership must be submitted either to:

- (i) Both the District Council to which the applicant wishes to be admitted, and M&T: In this case, both the District Council and M&T must admit the applicant. Should either one of the District Council or M&T refuse the application, the NEB shall decide whether or not the applicant should be admitted; or
- (ii) M&T: In the case that an applicant wishes to be admitted as an International Member or as a National Member subject to an NCA or a proposed NCA, that applicant may submit an application solely to M&T, which shall determine whether or not to admit the applicant.

(b) Members admitted without membership in a District Council

National Members admitted to the DGC without membership in a District Council in accordance with 2.4 (a) (ii) may be required to join a District Council in the case that an NCA is negotiated, and it is subsequently determined that responsibility for all or part of the NCA will be assigned or transferred to a District Council for incorporation into a CCA. Should such an assignment or transfer take place, those members affected shall automatically be considered for membership in the appropriate District Council and notified of acceptance or refusal.

(c) Provisional Membership

If an applicant has been accepted by a District Council and is awaiting acceptance by M&T, such applicant shall be provided "Provisional Membership" in their respective District Council only, for a time period not to exceed nine (9) months.

(d) Dues

All applications must be accompanied by the applicable Member dues, unless such payment is waived or reduced by the NEB.

(e) Non-Discrimination

An applicant shall be admitted to Membership without any form of discrimination based on race, creed, colour, national or ethnic origin, nationality, ancestry, place of origin, citizenship, language, religion, age, sex, pregnancy, sexual orientation, marital status, family status, handicap, disability, a conviction for a criminal or summary conviction charge that is unrelated to the employment or intended employment of the applicant, a conviction for which a pardon has been granted, or any ground of discrimination prohibited by applicable law.

2.5 Reclassification/Re-categorization of an Individual Member

An Individual Member wishing to upgrade or be reclassified from one class, Type or Category to another shall submit a request, to be considered first by their District Council if the Member belongs to a District Council, and then by M&T, in accordance with a procedure established by M&T and approved by the NEB.

An Individual Member shall be re-categorized as appropriate upon notice of any relevant change in standing to the DGC.

An Individual Member may be qualified in more than one Category.

2.6 Members' Meetings

(a) Place of Members' Meeting

Meetings of the Members may be held at any place within Canada as determined by the NEB.

(b) Notice of Members Meeting

Notice of the time and place of a meeting of Members shall be given to each Member, except a Member who has been suspended or is on honourable withdrawal in accordance with article 2.13, by the following means:

- (i) by publishing the notice in any DGC publication which is circulated to all Members, thirty (30) days before the day on which the meeting is to be held; or

- (ii) by mail, courier or personal delivery to each member entitled to vote at the meeting, thirty (30) days before the day on which the meeting is to be held; or
- (iii) by telephonic, electronic or other communication facility to each Member entitled to vote at the meeting, thirty (30) days before the day on which the meeting is to be held. If a Member requests that their notice be given by non-electronic means, notice to that member shall be sufficiently given by either of the means set out above at article 2.6 (b)(i) or 2.6 (b) (ii).

(c) Quorum at Members' Meetings

A quorum at any meeting of the Members (unless a greater number of Members are required to be present by the Act) shall be five percent (5%) of the Members entitled to vote at the meeting, including proxies and members present by electronic means. No business shall take place and no resolution shall be passed at a meeting if quorum is not present.

(d) Voting

Voting at a meeting of Members shall be by ballot, unless otherwise required by the Act or provided for at, or in connection with, the meeting in a manner permitted by this constitution. The chair of the meeting shall not have a vote except to break a tie. Ballots cast at a meeting of Members shall be sealed and counted in accordance with the procedure for absentee voting established by the DGC in accordance with Article 2.6(j).

(e) Votes to Govern

Any matter requiring a vote shall be decided by ordinary resolution unless the Act or this constitution requires otherwise.

A special resolution of the Members shall be required to make, amend or repeal by-law provisions dealing with conditions of membership, notice of meetings to members, transferability of membership, or absentee voting.

(f) Persons Entitled to be Present at Members' Meetings

The only persons entitled to be present at a meeting of Members shall be Members, NEB members, the public accountant of the DGC and such other persons who are entitled or required under any provision of the Act, articles

or constitution of the DGC to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or by resolution of the Members.

(g) Chair of Members' Meetings

All Members' meetings shall be chaired by the President, or in his absence, the Vice President, or in the Vice President's absence, another NEB member appointed by the President to serve as chair of the meeting.

(h) Holding Members' Meetings Electronically

A meeting of the Members may be held entirely by means of a telephonic, an electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

(i) Absentee Participation by Electronic Means at Members' Meetings

If the DGC chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a meeting of Members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility. A person participating in a meeting by such means is deemed to be present at the meeting.

(j) Absentee Voting for Certain Matters at Members' Meetings

A Member entitled to vote at a meeting of Members may vote by means of a mailed-in ballot, telephonic, electronic or other communication facility, if the DGC chooses to provide a system for such voting that:

- i. enables the votes to be gathered in a manner that permits their subsequent verification;
- ii. permits the tallied votes to be presented to the DGC without it being possible for the DGC to identify how each member voted;

- iii. provides that the period within which absentee voting is permitted is no longer than 14 days following the date of the meeting of Members; and
 - iv. provides that such absentee voting is only in respect of an elected position with the DGC.
- (k) Proxy Voting for Certain Matters
- i. Proxy voting is permitted for all business of a meeting of Members excepting resolution in relation to an elected position with the DGC.
 - ii. A Member entitled to vote at meeting of Members may vote by a directed proxy that appoints, in writing, a proxyholder, and one or more alternate proxyholders, to attend and vote at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by it.
 - iii. The form and manner of proxies to be used shall be established by the NEB in accordance with the Act. Any solicitation of proxies by DGC shall be made to all Members entitled to vote in the notice of the meeting, and shall provide the Members with enough information to form a reasoned judgement on the matters to be decided.
 - iv. A proxyholder may hold no more than 10 proxies.
 - v. All proxies must be submitted to the DGC up to five (5) full business days in advance of the meeting in respect of which the proxy is given, in accordance with the procedures set out by the NEB from time to time.
 - vi. A proxy is valid only at the meeting in respect of which it is given or at a continuation of that meeting after an adjournment. A Member may revoke a proxy by depositing notice of revocation at the DGC office no later than the day prior to the meeting or the day of the continuation of that meeting, or with the chairperson of the meeting on the day of the meeting or the day of the continuation of that meeting.

vii. Proxies shall be counted toward quorum at any meeting of the Members.

(l) Members Calling a Members' Meeting

The NEB shall call a special meeting of Members in accordance with the Act, on written requisition of Members carrying not less than 5% of the voting rights. If the NEB members do not call a meeting within twenty-one (21) days of receiving the requisition, any Member who signed the requisition may call the meeting.

2.7 Annual General Meetings (AGM's)

(a) Frequency

The NEB shall call an AGM not later than fifteen (15) months after the last preceding AGM, but not later than six (6) months after the end of the DGC's preceding financial year.

(b) Notice to District Councils

In addition to any other notice requirements, District Councils shall be provided with notice of the date and location of an AGM at least six (6) months prior to the day the AGM is to be held.

(c) Business

The following business shall be transacted at the AGM:

- (i) An annual report of DGC business shall be presented;
- (ii) DGC financial statements shall be presented, as required in accordance with the Act and this constitution;
- (iii) A qualified auditor shall be appointed for the DGC for the then current year unless the members opt out of an audit in accordance with the Act; and
- (iv) Elections shall be conducted as required.

(d) Minutes

The minutes of the previous AGM shall be sent to each Member at least thirty (30) days prior to the next AGM.

2.8 Special Business/ Special Resolutions

(a) Special Business

Any business additional to the business to be transacted at an AGM set out at 2.7(c), or any business to be transacted at a special meeting, shall be considered special business, for which notice shall be sent to the members in accordance with article 2.8(c).

(b) Special Resolution Required

In accordance with the Act, a special resolution of the Members or of each applicable class or group of Members shall be required to make fundamental changes to the articles of the DGC or to this constitution.

In particular, a special resolution of the Members is required, in accordance with the Act, to make any amendment to the articles or the by-laws to:

- (i) change the DGC's name;
- (ii) change the province in which the corporation's registered office is situated;
- (iii) add, change or remove any restriction on the activities that the DGC may carry on;
- (iv) create a new class or group of Members;
- (v) change a condition required for being a Member;
- (vi) change the designation of any class or group of Members or add, change or remove any rights and conditions of any such class or group;
- (vii) divide any class or group of Members into two or more classes or groups and fix the rights and conditions of each class or group;

- (viii) add, change or remove a provision respecting the transfer of a Membership;
- (ix) increase or decrease the number of, or the minimum or maximum number of, NEB members fixed by the articles;
- (x) change the statement of the purpose of the corporation;
- (xi) change the statement concerning the distribution of property remaining on liquidation after the discharge of any liabilities of the corporation;
- (xii) change the manner of giving notice to Members;
- (xiii) change the method of voting by Members not in attendance at a meeting of Members; or
- (xiv) add, change or remove any other provision that is permitted by this Act to be set out in the articles.

(c) Notice of Special Resolution/Special Business

For any special business or for an amendment required to be passed by special resolution as set out at article 2.8 (a) or otherwise as required by the Act, notice shall be sent to those Members entitled to vote on the matter, which notice shall:

- (i) state the nature of that business in sufficient detail to permit a Member to form a reasoned judgment on the business; and
- (ii) state the text of any special resolution to be submitted to the meeting.

2.9 Member Rights

(a) Appearing Before NEB

Every member has the right to make written submissions to the NEB and to request the right to appear before the NEB. The NEB may, in its discretion, invite a Member to attend an NEB meeting and to make submissions thereat.

(b) Proposals

A Member entitled to vote at an AGM may, in accordance with the Act:

- (i) submit notice of any matter that the Member proposes to raise at the meeting, referred to as a “proposal”, to the NEB; and
- (ii) discuss, at the meeting, any matter with respect to which the Member would have been entitled to submit a proposal.

(c) Exception

The DGC shall not be required to act on a proposal if:

- (i) the proposal is not submitted within ninety (90) to one-hundred and fifty (150) days before the anniversary of the previous AGM;
- (ii) it clearly appears that the primary purpose of the proposal is to enforce a personal claim or redress a personal grievance against the DGC or its officers, NEB members, or Members;
- (iii) it clearly appears that the proposal does not relate in a significant way to the activities or affairs of the DGC;
- (iv) within the last two (2) years, the Member put forth a proposal which the Member then failed to present to the membership;
- (v) substantially the same proposal was submitted to Members within the five (5) years before the receipt of the proposal and failed to pass;
- (vi) the proposal is being put forth to secure publicity; or
- (vii) otherwise in accordance with the Act.

(d) Access to Records

The DGC shall prepare and maintain, at its registered office, the following records which may be accessed by the Members during regular office hours:

- (i) the articles and the constitution, and amendments to them;
- (ii) the minutes of meetings of members and any committee of members;
- (iii) the resolutions of members and any committee of members;
- (iv) if any debt obligation is issued by the corporation, a debt obligations register that complies with section 44 of the Act;
- (v) a register of directors;
- (vi) a register of officers; and
- (vii) the member's own file.

No Member is entitled to access the file of another Member without the written consent of that Member whose file is to be accessed.

2.10 Dues

(a) Membership Dues

Members may be required to pay membership dues to the DGC. The amount of dues payable shall be determined by the Members at a meeting, duly called, and shall constitute the property of DGC.

In Quebec, and any other district where certified minimum dues are required by law to be paid, such dues shall form part of the total dues paid to the DGC.

(b) Categories

National Members and International Members shall pay full membership dues. Life Members and Honourary Life Members shall not be required to pay any assessments or annual dues, but shall be required to pay Collective Agreement dues checkoffs.

(c) Due Date

Upon admission to Membership, a Member shall pay the pro-rated quarterly or annual dues as required, unless such payment is waived or an extension is granted by the NEB. All dues must be paid by such dates as may be determined from time to time by the NEB (the "Due Date").

(d) Waiver of Dues

Notwithstanding anything else in this constitution, the NEB may from time to time on a temporary basis for no more than twenty-four (24) months reduce or eliminate dues payable by Members in specified Categories or District Councils.

2.11 Code of Ethics and Professional Conduct

With respect to a Member's interaction with other Members, employees, individuals or organizations, as may be applicable, no Member shall:

- (a) impose on another nor accept for himself a task incompatible with professional dignity;
- (b) engage in any form of discrimination;
- (c) 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;
- (d) take credit for work which the Member did not create or perform, and for which the Member is entirely responsible;
- (e) fail to accord rightful credit where the Member borrows elements of form or content for the requirements of his work;
- (f) 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;

- (g) disclose confidential information available to the Member through his work, including information relating to the terms and conditions contained in any Deal Memo, or the variances to a CCA granted to a Producer;
- (h) use the published list of Members in an improper or unauthorized manner;
- (i) engage in fraud, defamation, blackmail, intimidation, harassment, abusive treatment or other similar action, including any course of conduct or comment consisting of actions or words that disparage or cause humiliation to a person;
- (j) behave in a manner that is or could be detrimental to the interest and welfare of the DGC and its Members;
- (k) engage in any conduct unbecoming a Member.

2.12 Discipline of Individual Members Including Termination of Individual Membership

(a) Grounds for Discipline of Individual Membership

The NEB shall have authority to suspend, terminate, or take any other action as required with regards to the Membership of any individual Member on any one or more of the following grounds:

- (i) violating any provision of the articles, Constitution, or policies of the DGC;
- (ii) failing to maintain any qualifications for membership in their class, Type or Category or otherwise as set out in this constitution at article 2.3 or any other article or policy of the DGC;
- (iii) failing to pay any fees, dues, assessments or carrying charges in a timely manner;
- (iv) being in a conflict of interest with the DGC in accordance with the provisions of article 8.1(c);

- (v) behaving in a manner which contravenes the code of ethics and professional conduct as set out at article 2.12;
- (vi) no longer being in good standing in their District Council, if applicable; or
- (vii) any other reason that the NEB in its sole and absolute discretion considers to be reasonable, having regard to the purpose of the DGC.

(b) Notice to the Member

In the event that the NEB determines to take any disciplinary action against a Member pursuant to Article 2.12 (a), the DGC shall provide twenty (20) days' notice of the decision to the Member and shall provide reasons for the proposed action. The notice shall identify the specific articles in the Constitution alleged to have been violated and provide sufficient information about the Member's alleged misconduct to allow the Member to respond.

(c) Opportunity to Make Submissions

The Member may make written submissions to the NEB in response to the notice received within such twenty (20) day period. The written submission should contain all of the information and all of the representations that the Member wants the NEB to consider. In the event that no written submissions are received by the NEB, the NEB may proceed to notify the Member of the action taken and shall not be required to consider any late submissions or appeals of any kind.

(d) Decision or Further Inquiry

If written submissions are received in accordance with this section, the NEB will consider such submissions and may:

- (i) arrive at a final decision on the basis of the material before it without further inquiry, or
- (ii) appoint a committee composed of three NEB members (the "Committee") to inquire further into the matter.

(d.1) Final Decision without further inquiry

Where the NEB arrives at a final decision without further inquiry, it shall notify the Member concerning such final decision within a further twenty (20) days from the date of receipt of the submissions. The NEB's decision shall be final and binding, without any further right of appeal.

(d.2) Inquiry

Where a Committee is appointed to inquire further, the Committee shall establish a fair procedure that will allow all relevant evidence, information and representations to be presented. The Committee will determine whether an oral hearing is appropriate.

The Committee may retain a legal advisor to assist it. At the conclusion of the inquiry, the Committee will make a decision regarding the Member's alleged misconduct and the appropriate form of discipline, if any. The decision will be in writing and will contain reasons.

(d.3) Final Decision after inquiry

The NEB will act on the decision of the Committee and shall notify the Member concerning such final decision within a further twenty (20) days from the date of receipt of the Committee's decision. The NEB's decision shall be final and binding, without any further right of appeal.

(d.4) Delegation

The NEB may delegate its authority under this article in respect of an alleged failure to pay fees, dues, assessments or carrying charges to the staff of the DGC. The NEB may delegate its authority under this article in respect of any matter referred to in article 2.12(a) to the President, First Vice-President, Second Vice-President and Secretary-Treasurer.

(e) Deemed Termination

A Membership in the DGC is deemed to automatically be terminated upon the occurrence of any of the following

- (i) the Member dies;
- (ii) the Member resigns by delivering a written resignation to the NEB in which case such resignation shall be effective on the date specified in the resignation;
- (iii) the Member is terminated in accordance with the articles, by-laws, policies, the Act or this constitution by decision of the DGC or a District Council; or
- (iv) the DGC is liquidated or dissolved under the Act.

(f) Effect of Suspension or Termination of Membership

When the Membership of an individual Member has been terminated or suspended, that Member shall not be entitled to participate in the Health and Welfare Plan.

(g) Reinstatement

Where the Membership of a Member has been terminated, or the Member has resigned or been expelled, in order to again become a Member, that individual shall be subject to payment of all prior indebtedness to the DGC or a District Council, as well as any reinstatement fees that may apply, as determined by the NEB from time to time.

(h) Notice to and from Councils

Each District Council must advise the DGC National Office and the DGC National Office must advise the relevant District Council of any change, and the effective date of such change, in the status of a Member, including but not limited to: expulsion of the Member or termination of the Membership of the Member.

(i) Discipline and Termination of District Councils

Discipline and termination of District Councils shall take place in accordance with the provisions of article 6.1.

2.13 Honourable Withdrawal or Suspension

(a) Conditions for Honourable Withdrawal

Honourable withdrawal may be granted to individual Members by the M&T chair and maintained if the following conditions have been met:

- (i) The Member must submit a written application stating the reasons and probable period for which honourable withdrawal is sought;
- (ii) the Member must not have applied for honourable withdrawal in the previous fourteen month period; and
- (iii) the Member must not owe any dues or assessments to the DGC, nor otherwise be indebted to the DGC.

(b) Dues and Carrying Charges

While on honourable withdrawal, the Member shall pay, as a carrying charge, twenty-five percent (25%) of the annual dues for each calendar year or part thereof in which the Member is on honourable withdrawal. There shall be no refund of annual dues in the year in which the Member commences honourable withdrawal, but if a Member has already paid annual dues, then the carrying charge for that year shall be waived.

(c) Deemed Honourable Withdrawal

Upon acceptance of an executive, staff or elected Board position with either an association of employers, engagers or Producers, or a full time staff position with the DGC or any District Council, the NEB may, in addition to taking any other disciplinary action, deem that Member to be on honourable withdrawal at any time.

(d) Rights and obligations

While on honourable withdrawal or suspension, a Member:

- (i) may no longer participate in the DGC's health and welfare plan;
- (ii) is ineligible to vote or stand for election;
- (iii) may not undertake work in a Category until he has returned to active status or good standing, unless specific authorization has been granted by the applicable District Council executive;
- (iv) is still obligated to comply with the DGC Constitution and any applicable Collective Agreement, all resolutions, any applicable District Council constitution and any other agreement, including any Reciprocal Agreement to which the DGC or their District Council is a party, and
- (v) shall no longer have his name included on the published list of Members and shall not receive notice of meetings.

(e) Reinstatement Fee

A Member who has been on honourable withdrawal must pay a reactivation fee upon reinstatement to good standing in an amount determined from time to time by the NEB.

(f) Health and Welfare Plan

A Member on honourable withdrawal who returns to active status or a Member on suspension who regains good standing shall be reinstated into any health and welfare plan then in effect in accordance with the terms of the plan.

3. NATIONAL EXECUTIVE BOARD

3.1 NEB

(a) Governing Body

The governing body and board of directors of the DGC is the NEB. The NEB is responsible for the management, direction, control and administration of the affairs of the DGC.

(b) Number of NEB Members

The NEB shall consist of a minimum of six (6) and a maximum of twenty-five (25) NEB members, which number shall be fixed from time to time by the Members by ordinary resolution or, if the ordinary resolution empowers the NEB members to determine the number, by resolution of the NEB.

(c) Qualifications of NEB members

In order to serve on the NEB, a Member must meet the following criteria:

- (i) be a Full Member or an Institutional Member;
- (ii) have completed two consecutive years as a Member; and
- (iii) be ordinarily resident in Canada, and intend to reside in Canada while serving on the NEB.

(d) Remuneration

No NEB member or officer shall receive remuneration for services provided as such, but the NEB shall reimburse each NEB member or officer for reasonable expenses incurred in relation to any functions carried out in the course of their duties.

The NEB may provide an honorarium or credit to Members of the NEB and officers in recognition of service to the DGC, subject to an affirmative vote of seventy-five percent (75%) of the Members of the NEB (excluding the NEB member or officer to whom the payment is to be made).

(e) Indemnity

The DGC shall indemnify and save harmless each NEB member and his heirs, executors, administrators and representatives from and against all actions, causes of action and claims for damages, interest, costs, or any loss or injury of any nature or kind whatsoever which in any way relates to any action taken by NEB member within the scope of his position except such costs, charges or expenses as are occasioned by their own wilful neglect or default, in accordance with the Act.

(f) Vacancy

A quorum of NEB members may fill any vacancy on the NEB by appointing an individual who meets the requirements of the position as set out herein, unless the NEB member has been elected by a class, Category, or Type (any of which is a "group") of Members having an exclusive right to elect that NEB member. In that case, the group having elected the NEB member shall call a meeting of that group to fill the vacancy.

(g) Removal of NEB Members

Any NEB member may be removed by ordinary resolution of the Members by whom he was elected, for any reason that those Members may determine.

(h) Term of Office of NEB Members

NEB members' terms are two (2) years. Each NEB member shall hold office from a) the end of the General Meeting at which they are deemed elected, or b) the date subsequent to such a General Meeting at which they are deemed elected, until such time as their successor is elected.

3.2 Election of NEB Members

(a) Nominations

No later than the thirty-first (31st) day of January in each year, the NEB shall appoint, from amongst the Full Members, a Nominating Committee Chair, who shall appoint four other Full Members to the Nominating Committee. Not more than two of the Nominating Committee members may be NEB members.

Prior to the General Meeting where elections are held, the Nominating Committee shall prepare a list of all candidates nominated for each NEB position for which an election is to take place that year. The list of candidates shall be included in the notice of the General Meeting sent out to Members.

Nominations for election to the NEB may be put forth by the Nominating Committee, or by any two (2) Full Members prior to or at the General Meeting, in accordance with reasonable procedures and policies established by the Nominating Committee.

- (b) At a meeting called for the purpose of electing members of the NEB, there shall be elections for the NEB as follows:
 - (i) the first election shall be for one (1) NEB member, who shall be elected by the Full Members by secret ballot from the National Directors' Division, and deemed upon election to be appointed to the office of President. An NEB member elected for three (3) consecutive terms under this section shall not be eligible for re-election to any office of the NEB for a period of two (2) years from the end of his term, unless he is acting as a representative for an Institutional Member.
 - (ii) the second election shall be for one (1) NEB member, who shall be elected by the Full Members by secret ballot from the National Directors' Division, and deemed upon election to be appointed to the office of First Vice President. An NEB member elected for three (3) consecutive terms under this section shall not be eligible for re-election to this position for a period of two (2) years.
 - (iii) the third election shall be for one (1) NEB member, who shall be elected by the Full Members by secret ballot from any department except the National Directors' Division, and deemed upon election to be appointed to the office of the Second Vice President. An NEB member elected for three (3) consecutive terms under this section shall not be eligible for re-election to this position for a period of two (2) years.

- (iv) the fourth election shall be for one (1) NEB member, who shall be elected by secret ballot by the Full Members, and deemed upon election to be appointed to the office of the Secretary/Treasurer. An NEB member elected for three (3) consecutive terms under this section shall not be eligible for re-election to this position for a period of two (2) years.

- (v) eight (8) NEB members shall be elected by secret ballot by and from Full Members falling into each of the following Categories (the "Department Representatives"):
 - (1) National Directors' Division;
 - (2) Assistant Directors' Department;
 - (3) Production Department;
 - (4) Locations Department;
 - (5) Art Department;
 - (6) Editing Department;
 - (7) Production Accountants' Department;
 - (8) Production Coordinators' Department; and
 - (9) such other departments as may be determined from time to time by M&T and ratified by the NEB.

NEB members elected for six (6) consecutive terms under this section shall not be eligible for re-election as a Department Representative for a period of two (2) years.

- (vi) seven (7) NEB members shall be elected by Full Members, from amongst Members acting as Chairs of District Councils.
- (c) Notwithstanding any other term of the Constitution, the term of any NEB member elected at the 2017 meeting of Members shall be for one (1) year only.

3.3 Meetings of the NEB

(a) Calling Meetings of the NEB

Meetings of the NEB may be called by the President or any four (4) NEB members at any time. The Secretary-Treasurer shall provide notice to all NEB members of such a meeting in accordance with article 3.3 (b).

(b) Notice of Meetings of the NEB

Notice of the time and place for the holding of a meeting of the NEB shall be given to every NEB member not less than seven (7) days before the time when the meeting is to be held.

Notice of a meeting shall not be necessary if all of the NEB members are present, and none objects to the holding of the meeting, or if those absent have waived notice of or have otherwise signified their consent to the holding of such meeting. Notice of an adjourned meeting is not required if the time and place of the adjourned meeting is announced at the original meeting.

No notice of meeting need specify the purpose or the business to be transacted at the meeting unless any of the following items of business are to be considered at a meeting:

- (i) submitting to the Members any question or matter requiring the approval of Members;
- (ii) filling a vacancy among the NEB members or in the office of public accountant or appointing additional NEB members;
- (iii) issuing debt obligations except as authorized by the NEB members;
- (iv) approving any financial statements;
- (v) adopting, amending or repealing by-laws in accordance with this constitution; or
- (vi) establishing contributions to be made, or dues to be paid, by Members.

(c) Chair of NEB Meetings

All NEB meetings shall be chaired by the President, or in his absence, the Vice President, or in the Vice President's absence, another NEB member appointed by the President to serve as chair for that meeting. If the President has not appointed a chair and the Vice President is not present, the NEB members who are present and entitled to vote shall choose another NEB member who is present at the meeting to serve as chairperson of the meeting.

(d) Regular Meetings of the NEB

The NEB shall meet at least four (4) times in the twelve (12) months following each AGM. At least two (2) of these regular meetings must be in person, and not by any electronic means.

The NEB may appoint a day or days in any month or months for regular meetings of the NEB at a place and hour to be named. A copy of any resolution of the NEB fixing the place and time of such regular meetings of the board shall be sent to each NEB member forthwith after being passed, but no other notice shall be required for any such regular meeting except in accordance article 3.3 (b) and the Act.

(e) Quorum for meeting of the NEB

Quorum for any regular or special NEB meeting shall be a minimum one-third ($1/3^{\text{rd}}$) of NEB members, at least two (2) of whom must be officers, and at least two (2) of whom must be Institutional Members.

(f) Votes to Govern at Meetings of the NEB Members

At all meetings of the NEB, every question shall be decided by a majority of the votes cast on the question.

The chair of the meeting shall not have a vote, except to break a tie.

A committee chair who attends a NEB meeting may participate in debate, but shall not have a vote by virtue of their designation as a committee chair.

(g) Electronic Participation and Electronic Meetings

An NEB member may participate in a meeting of NEB members or of a committee of NEB members by means of a telephonic, an electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting. A NEB member so participating in a meeting is deemed to be present at that meeting.

A meeting of the NEB may be held entirely by means of a telephonic, an electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

(h) Validity of Signed Resolutions

A resolution in writing, signed by all the NEB members entitled to vote on that resolution at a meeting of NEB members or of a committee of NEB members, is as valid as if it had been passed at a meeting of NEB members or committee of NEB members.

(i) Absent NEB Member Rights

Should an Individual Member serving on the NEB be unable to attend an NEB meeting, that NEB member:

- (i) is not entitled to cast his vote by way of proxy; and
- (ii) may designate any Full Member to attend and to participate in debate at an NEB meeting; however, any Member so designated shall not have the right to vote at the meeting.

Should an Institutional Member serving on the NEB be unable to attend an NEB meeting, that Member may designate any elected officer from their District Council to attend and to participate in debate at an NEB meeting; however, any officer so designated shall not have the right to vote at the meeting.

4. COMMITTEES

4.1 Committees of the NEB

The NEB may from time to time appoint a committee or other advisory body as it deems necessary or appropriate for such purposes as the NEB sees fit, subject to the Act and the following provisions:

(a) Committee Procedures

Any committee may formulate its own rules of procedure, subject to the following guidelines, and such regulations or directions as the NEB may from time to time make:

- (i) except where provided otherwise, a committee shall consist of a chair and two other members, all of whom must be Full Members. In addition, the President of the DGC shall automatically be a member of every committee;
- (ii) committee members shall be appointed by the NEB in its discretion;
- (iii) quorum for a committee meeting shall be two (2) members of the committee;
- (iv) a committee chair shall not vote on any matter put to a vote by the committee, except to break a tie;
- (v) a member of any committee shall not be paid remuneration for services provided as such, but the NEB shall reimburse each committee member for reasonable expenses incurred in relation to any function carried out as a committee member;
- (vi) except where provided otherwise, if a committee chair is unwilling or unable to continue to serve as chair, the NEB shall appoint a new chair;
- (vii) if a committee member is unwilling or unable to continue to serve on a committee, then the chair shall appoint another member to that committee;

- (viii) the NEB may remove a committee chair, and either the NEB or a committee chair may remove a committee member for cause at any time without notice;
- (ix) the DGC shall indemnify and save harmless each committee member and chair and his respective heirs, executors, administrators and representatives from and against all actions, causes of action and claims for damages, interest, costs or any loss or injury of any nature or kind whatsoever which in any way relates to any action taken by a committee chair or member within the scope of the chair's or member's position on the committee except such costs, charges or expenses as are occasioned by their own wilful neglect or default in accordance with the Act; and
- (x) each committee member shall serve as such from the time of his election or appointment to the earlier of the date on which the committee member resigns or is removed or the date on which his successor has been elected or appointed.

(b) Standing Committees

M&T and an Executive Committee of the National Directors' Division shall be maintained as standing committees.

(c) M&T

M&T shall consist of the M&T chair, who shall be appointed at each AGM, and a Full Member from each District Council. The chair and the Members shall serve until the next AGM. If a chair is unwilling or unable to continue to serve as chair of M&T, the President shall appoint a new chair to serve until the next AGM.

Quorum for a meeting of M&T shall be a majority of M&T members present in person, or if the committee members consent, by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

M&T shall consider matters regarding membership and training and shall make recommendations to the NEB with regards to the following:

- (i) the addition of another Category;
- (ii) amendments to an existing Category; or
- (iii) amendments to the professional standards and criteria for qualification in any Category;

The NEB may choose to accept such recommendations and to amend the by-laws in accordance with this constitution and the Act.

(d) Executive Committee of the National Directors' Division

The National Director's Division of the DGC shall consist of all Director Members, and second-unit Director Members.

The governing body of the National Directors' Division shall be the Executive Committee, which shall be maintained as a standing committee and be responsible for the management and administration of the affairs of the National Directors' Division.

The Executive Committee shall be comprised of the National Director Representative, the elected or appointed Director Representatives of each District Council. In the event that a Director Representative is not elected or appointed by any District Council, the other members of the Executive Committee shall appoint a Director who resides in the unrepresented district to be a member of the Executive Committee.

The Department Representative elected to represent the National Directors' Division on the NEB shall be the chair of the Executive Committee.

The Executive Committee shall be authorized to schedule meetings of the National Directors' Division and/or to submit a question or proposal to be conducted by mail ballot of the members of the National Directors' Division and a simple majority vote of returned ballots shall determine the question or proposal, unless otherwise required by the Act.

The mandate and functions of the Executive Committee of the National Directors' Division are as follows:

- (i) to prepare a standard directors' schedule for each round of collective bargaining of the various CCA's which may become a bargaining objective of the District Councils subject to endorsement by a majority of the members of the National Directors' Division;
- (ii) to liaise and consult with District Councils on their progress in negotiating the incorporation of the standard directors' schedule into their respective CCA's in each round of collective bargaining; and
- (iii) to propose policies on other issues affecting the interests of Directors, including the following matters:
 - (1) lobbying for national and international policy issues affecting Directors;
 - (2) membership standards affecting Directors;
 - (3) mobility issues affecting Directors;
 - (4) national marketing and promotion affecting Directors;
 - (5) authorship and copyright issues affecting Directors;
 - (6) all reciprocal agreements affecting Directors; and
 - (7) any other issues relevant to Directors.

Notwithstanding anything else in this constitution, the President shall not be a member of the Executive Committee.

Notwithstanding anything else in this constitution, a quorum for any meeting of the Executive Committee shall be five (5) members present in person or (if the committee members consent), by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting. Any matter before the Executive Committee shall be decided upon by a simple majority vote.

5. OFFICERS

5.1 Description of Offices

The NEB may designate the offices of the DGC, specify their duties and, subject to the Act, delegate to such officers the power to manage the affairs of the DGC.

Unless otherwise specified by the NEB, the offices of the DGC shall have the following duties and powers:

- (a) President:
 - (i) to act as chair of the NEB;
 - (ii) to act as a resource to the District Councils;
 - (iii) to implement decisions of the NEB;
 - (iv) to act as spokesperson for the DGC;
 - (v) to execute on behalf of and in the name of the DGC all authorized agreements and contracts which the President is authorized to execute;
 - (vi) to serve on and be a member of every committee constituted by the DGC;
 - (vii) to serve as a trustee of the DGC Health and Welfare Plan; and
 - (viii) to serve as a representative of the DGC on the Directors' Rights Collective of Canada.

The President shall not be allowed to hold any other office either in the DGC or on any District Council.

- (b) First Vice-President:
 - (i) to assist the President;
 - (ii) to perform the duties and exercise the powers of the President should the President become incapacitated or otherwise unable to act;

- (iii) to perform such duties and exercise the powers of the President as are assigned by the President; and
 - (iv) to serve as a representative of the DGC on the Directors' Rights Collective of Canada.
- (c) Second Vice-President:
 - (i) to assist the President;
 - (ii) to perform such duties and exercise the powers of the President as are assigned by the President; and
 - (iii) to serve as a trustee of the DGC Health and Welfare Plan.
- (d) Secretary-Treasurer:
 - (i) to keep, or cause to be kept, a permanent record of all proceedings, minutes of meetings, and resolutions of the NEB;
 - (ii) to maintain, or cause to be maintained, a registry of each Member's name, class, Type and Category of Membership, address, telephone number, and other relevant information relating to each Member;
 - (iii) to maintain, or cause to be maintained, a record of disciplinary action against each Member;
 - (iv) to maintain, or cause to be maintained, possession of the DGC seal and to affix it when necessary;
 - (v) to receive and deposit DGC funds with the chartered bank selected by the NEB, or cause such receipt and deposit as required;
 - (vi) to maintain, or cause to be maintained, complete and proper accounting and financial records for the DGC;
 - (vii) to maintain, or cause to be maintained, itemized accounts of all funds expended on behalf of the DGC;

- (viii) to ensure that an audit or financial review of the accounts is conducted as required, and that complete financial statements are presented at every AGM;
- (ix) to certify from time to time, such documents as may require certification for or on behalf of the DGC;
- (x) to send notices, or cause notices to be sent, of all NEB and Membership meetings and otherwise as may be required;
- (xi) to serve as a trustee of the DGC Health and Welfare Plan;
- (xii) to be the custodian of all books, papers, records, documents and other instruments belonging to the DGC; and
- (xiii) to serve as a representative of the DGC on the Directors' Rights Collective of Canada.

The powers and duties of the all other officers of the DGC shall be such as the terms of their engagement call for, or such as the NEB requires of them. The NEB may from time to time and subject to the Act, vary, add to, or limit the powers and duties of any officer.

5.2 Term of Office

An officer shall hold office until the earlier of the following:

- (a) the officer's successor being elected;
- (b) the officer's resignation;
- (c) the officer being removed from office;
- (d) the officer ceasing to be an NEB member; or
- (e) the officer's death.

5.3 Vacancies in Offices

Within sixty (60) days of any vacancy in the offices of President, First Vice President, Second Vice President, or Secretary Treasurer, the NEB shall appoint a qualified individual to fill the office, in accordance with the following rules if applicable to the office:

(a) President

If the position of President becomes vacant, then the First Vice-President shall fill that vacancy for the remainder of the previous President's full term. If the First Vice-President is unable to fill the vacancy, then another NEB member, who holds qualification in the Directors Category, except the Secretary-Treasurer, shall be appointed forthwith by the NEB to fill the vacancy of President, and the First Vice-President shall be deemed to have resigned.

(b) First Vice President

If the position of First Vice-President becomes vacant, then the Chairman of the National Directors' Division shall be appointed forthwith to fill the vacancy for the remainder of the previous First Vice-President's full term. If the position of Second Vice-President or Secretary-Treasurer is vacant, then another NEB member shall be appointed forthwith by the NEB to fill the vacancy for the remainder of the previous officer's full term.

5.4 Officer Indemnity

The DGC shall indemnify and save harmless each Officer and his heirs, executors, administrators and representatives from and against all actions, causes of action and claims for damages, interest, costs, or any loss or injury of any nature or kind whatsoever which in any way relates to any action taken by an Officer within the scope of his position except such costs, charges or expenses as are occasioned by their own wilful neglect or default, in accordance with the Act.

6. DISTRICT COUNCILS

6.1 District Councils

(a) Conditions for Membership as an Institutional Member

The NEB may recognize and accept as a District Council any local, provincial or area association which meets the following conditions:

- (i) is comprised of at least five (5) Full Members; and
- (ii) has adopted a District Council constitution which:
 - (1) specifically obligates the District Council and its members to adhere to the provisions of the DGC Constitution; and
 - (2) contains objects which are substantially the same as those of the DGC, except as to geographical area served; and
 - (3) is in substantial compliance with the DGC Constitution unless the purpose of the language is to maintain and/or protect a District Council's jurisdiction, is required by provincial labour law to maintain or establish District Council status as a trade union or to enter into collective bargaining, or is required in order to maintain a District Council status as a corporate entity under applicable legislation relating to corporations or societies; and
 - (4) specifically obligates the District Council to engage in collective bargaining and the administration and enforcement of a District Council collective agreement on behalf of Members, and to represent Members on local issues and in the regulation of relations between Members and their employers; and
 - (5) serves a geographical area which is not served by another District Council.

(b) Constitutional Amendments

At least thirty (30) days prior to any proposed amendments being initially presented, by mail or otherwise, to the members of a District Council, a written copy of such proposed amendments must be submitted to the NEB, in order to ensure compliance with the DGC constitution. The NEB shall then have fifteen (15) days to review and approve any proposed amendments by providing notice of such approval in writing to the District Council.

(c) Financial Stability

In order to continue as a District Council, the NEB may impose on a District Council such conditions as it considers reasonable, including a requirement that a District Council which the NEB considers in its discretion to be financially unstable or insolvent shall, upon written notice from the NEB, place itself into receivership or trusteeship for such period of time as is required to stabilize the financial status of the District Council.

(d) District Council Membership Dues

All District Councils must pay membership dues equal to an annual percentage of the District Council's total gross revenues from all sources in the District Council's previous fiscal year to the DGC, which percentage shall be the same for each District Council, except as otherwise herein provided. Such annual percentage shall be determined by the NEB by unanimous resolution, and shall be no less than fifteen percent (15%) and no greater than twenty-five (25%). This requirement shall not apply during the first three (3) full fiscal years of any new District Council.

Each District Council shall pay its dues to the DGC in instalments due on the first day of each quarter of the DGC's fiscal year.

If a District Council's quarterly instalment payable is not received by the DGC National Office:

- (i) by the last day in the quarter, then that council may be suspended as a District Council in the DGC;
- (ii) within twelve months of the day on which the quarterly instalment was due, then the status of such council as a District Council in the DGC may be terminated.

(e) Financial Statements

Each District Council must file its audited financial statements with the Secretary-Treasurer of the DGC by the 28th day of February in each year.

In addition to the above, the NEB may, in its discretion, require a District Council to file monthly or quarterly financial statements.

(f) District Council Indemnity

No District Council shall have responsibility for any deficit, liability or obligation of any nature or kind of the DGC, and neither the DGC nor any District Council has any responsibility for any deficit, liability or obligation of any kind of any other District Council.

In carrying out its objects, powers and obligations, a District Council is not an agent of the DGC unless specified acts or conduct are ordered or directed by the DGC, or such acts or conduct are ratified by the DGC after written notice thereof.

In no event shall a District Council or the DGC be liable or responsible for autonomous acts of the other party.

Nothing in this section shall be construed so as to disentitle any District Council from insurance or indemnity coverage carried by the DGC for the benefit of the District Councils in any way, including for District Council directors, executive board, officers, committee members or employees.

(g) Grounds for Suspension, Termination, Expulsion of a District Council

The DGC may suspend, terminate, expel or reinstate the Membership of a District Council on such terms as the DGC considers appropriate where:

- (i) The District Council fails to meet any of the conditions set out at article 6.1(a);
- (ii) The District Council fails to pay its dues in accordance with article 6.1(d);
- (iii) the members of the District Council fail to meet with quorum at least once in any calendar year;

- (iv) the District Council Executive fails to meet with quorum at least once every six (6) months;
- (v) the District Council fails to file audited financial statements in accordance with article 6.1(e);
- (vi) the Council fails to elect its chair;
- (vii) the Council applies for or is accepted into membership in, or promotes the objects of an organization which represents employees or engagees and which is rival to the DGC or a Council;
- (viii) the DGC considers in its unfettered discretion that the circumstances warrant suspension, termination or expulsion of the Council; or
- (ix) the DGC believes that the District Council has undertaken, committed or allowed an action which does not substantially comply with any provision of this constitution or any DGC resolution or adopts a resolution or a District Council constitutional provision which conflicts with any provision of the DGC constitution or DGC resolution or otherwise fails to meet the conditions of article 6.1 (a) (ii), unless the purpose of an amendment is to maintain and/or protect a District Council's jurisdiction, is required by provincial labour law to maintain or establish District Council's status as a trade union or to enter into collective bargaining, or is legally required in order to maintain a District Council status as a corporate entity. Any action falling under this section shall be known as a "Disputed Action" within this section.

(h) Suspension or Expulsion of a District Council

A District Council may be suspended from Membership in the DGC, or removal of a suspension may be effected, by a majority vote of the NEB.

A District Council may be expelled from the DGC upon:

- (i) a unanimous vote by the NEB excluding the affected Council chair; or

- (ii) a special resolution passed by the NEB and confirmed by the Members.

(i) Withdrawal and Amalgamation

A District Council shall not withdraw, resign, voluntarily cease to be a District Council or merge, affiliate or amalgamate with another union or organization of any kind unless:

- (i) the executive board of the District Council has unanimously approved the action; and
- (ii) such District Council has provided the NEB with written notice of such withdrawal at least thirty (30) days prior to such withdrawal being initially presented, by mail or otherwise, to the members of such District Council; and
- (iii) a special resolution appointing the action has been passed by the membership and of such District Council in a referendum on the question, provided such referendum is completed within ninety (90) days from the date that notice is provided to the NEB; and
- (iv) Any vote or referendum passes in accordance with the applicable law.

An independent scrutineer may be appointed by the District Council or the DGC to confirm the results of such vote.

A District Council may coordinate or combine its activities with other industry groups to pursue common provincial objectives, provided that if such activities may potentially come within the responsibilities of the DGC, written notice prior to the commencement of such activities must be provided by the District Council to the DGC.

(j) Written Notice of a Disputed Action

If either the DGC or a District Council is of the opinion that the other party has undertaken a Disputed Action as defined in article 6.1 (g) (ix), the DGC or the District Council shall advise the other party by way of written notice of the Disputed Action. The written notice shall set out sufficient particulars so as to reasonably provide the other party with an understanding of the issues.

(k) Procedure in the case of a Disputed Action

Within forty-five (45) days after the issuance of written notice having been provided in accordance with article 6.1 (j), DGC representatives shall meet with District Council representatives to discuss the dispute. The parties shall negotiate in good faith in an attempt to resolve the issues, either with or without the assistance of a mediator. If the parties are unable to resolve all issues, either party may refer the matter for final and binding arbitration in accordance with article 10 of this constitution.

(l) Membership is Retained

Notwithstanding the suspension, termination or expulsion of a District Council, a member of a District Council who is a Member shall remain a Member, subject to all other provisions herein.

7. BARGAINING

7.1 National Collective Agreements (NCA) and District Council Collective Agreements (CCA)

(a) NCA

Where appropriate, the DGC may engage in collective bargaining negotiations and may enter into an NCA. An NCA shall bind the DGC, but not any District Council, and is effective upon execution by the employer and at least one DGC officer and subsequent ratification by the Members to whom the NCA applies.

(b) CCA

Each District Council shall engage in collective bargaining negotiations and may enter into a CCA with any employer. A CCA shall bind the District Council, but not the DGC.

(c) Coordinated Bargaining

The DGC may engage in coordinated bargaining for an NCA or a CCA with or on behalf of one or more District Councils as authorized by the District Councils and the applicable legislation.

(d) Assign or Transfer

The DGC and a District Council may agree to assign or transfer responsibility for all or part of an NCA to a District Council for incorporation into a CCA.

(e) No Maximum Rate of Compensation

The DGC or a District Council may not enter into an NCA or a CCA which establishes a maximum rate of compensation.

(f) Deemed Authorization for Representation

In applying for, accepting and maintaining Membership in the DGC, a Member is deemed to authorize the DGC or any applicable District Council to enter into an NCA or CCA as applicable on behalf of the Member and to resolve any grievance thereunder relating to the Member in accordance with this constitution and any applicable policies, or resolutions.

(g) Ratification

It shall be the right of every voting Member to participate in a ratification vote in accordance with the applicable procedure established for the conduct of such vote on any scale agreement between the DGC and a producer or association of producers that affects that Member which is entered into pursuant to the federal Status of the Artist Act.

(h) Action on behalf of Members

The DGC or any District Council may file, only in its own name and on its own behalf, 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, a special resolution of the NEB or District Council Executive, as the case may be.

(i) Grievance Decisions

The DGC or any District Council shall in its discretion make any required decision relating to the negotiation, administration, interpretation and application of NCA or CCA to which it is a party, including but not limited to a decision relating to whether or not a particular grievance should be pursued at all, or through all stages of the applicable grievance and arbitration procedure.

(j) Member Duties

Each Member must comply with all provisions of the DGC Constitution and any applicable National Collective Agreement, any applicable District Council constitution or CCA, and all resolutions.

Every Member shall cooperate with and assist the DGC, the District Council and other Members to satisfy all obligations under an NCA or a CCA in a prompt and efficient manner.

(k) Work Performed by Members

With respect to work performed in a Category, each Member must:

- (i) notify the applicable District Council before commencing work in a Category on any production within the District Council's jurisdiction, except:
 - (1) where the Category is not normally covered by the CCA executed by that District Council; or
 - (2) where, and only as long as, a Member provides services prior to the commencement of pre-production;
- (ii) if required by the District Council, report on a confidential basis to the District Council the terms of employment secured by the Member;
- (iii) work only for:
 - (1) an employer who has not been declared unfair;
 - (2) an employer who is signatory to a CCA, except where the Member has been granted dispensation by the District Council in accordance with article 7.1(j), or where the production falls within an exemption granted by the District Council;
- (iv) work only for a fee that is at least the applicable minimum fee prescribed in the CCA, unless dispensation or exemption has been granted under section 7.1 (j); and

- (v) work in compliance with any agreement and any Reciprocal Agreement to which the DGC or District Council is a party, including the CCA, and an agreement with any other association, union or labour organization.

(l) Exemption from NCA or CCA

The DGC or a District Council may in its discretion:

- (i) grant dispensation to a Member to work in a Category for an employer who is not a signatory to an NCA or a CCA, provided the Member seeks dispensation prior to commencing work; or
- (ii) determine that a particular type of production is exempt from NCA or CCA requirements.

(m) Payments in respect of CCA's and NCA's

All monies payable:

- (i) to a District Council by an employer pursuant to the terms of a CCA, excluding health and welfare contributions, and including but not limited to dues checkoffs, Producer's levy, permit fees and training fees, shall be paid to the relevant District Council and shall constitute the property of that District Council;
- (ii) to the DGC by an employer pursuant to the terms of an NCA, including but not limited to dues checkoffs, producer's levies, permit fees and training fees shall be paid to the DGC and shall constitute the property of the DGC.

(n) Notification

Each Council must advise the NEB of any collective bargaining or CCA issue which may have a significant effect on the DGC or more than one Council.

The DGC must advise a District Council of any collective bargaining or NCA issue which may have a significant effect on that District Council.

8. RIVAL ORGANIZATIONS AND CONFLICTS OF INTEREST

8.1 Rival Organizations

(a) Definition of a Rival Organization

A rival organization is any other local, national or international body or association which represents employees or engagees, and which in the opinion of the NEB is rival, competitive or hostile to the DGC or a District Council.

(b) Determination and Notification

The NEB may, in its discretion, determine that an organization is a rival organization. In that case, all Members will be notified of that decision in a manner determined by the NEB. A District Council cannot overturn a decision by the NEB that a particular organization is rival.

(c) Conflict of Interest

Any Member who has applied for or been granted membership in, who has an allegiance to or promotes the objects of, or who has accepted an executive, staff or elected or appointed Board position with a rival organization is deemed to have a conflict of interest with the DGC.

(d) Notice of Conflict

Any Member deemed to have a conflict of interest with the DGC will have ten days following notice being sent to the Member in which to resign his membership in the rival organization, resign his executive, staff or elected or appointed Board position with the rival organization, renounce his allegiance to, and cease promoting the objects of the rival organization as may be the case.

(e) Discipline of a Member in a Conflict of Interest with DGC

Except where prohibited by law, a Member who fails to resign his membership in, renounce his allegiance to, cease promoting the objects of, or resign his executive, staff or elected or appointed Board position with a rival shall be subject to suspension, expulsion or termination of his Membership in accordance with the provisions of article 2.13 of this constitution.

9. HEALTH AND WELFARE

9.1 Health and Welfare Plan

(a) Settlor of a Trust

DGC shall act as the settlor of a trust (the “DGC Health and Welfare Plan”) to provide life, health and related insurance benefits to such Members of DGC as may qualify, and any other persons on whose behalf contributions are made by employers. The assets of the DGC Health and Welfare Plan shall form a separate trust fund and shall not be part of the assets of DGC.

(b) Board of Trustees

The trust shall be vested in a Board of Trustees comprised of the President, Second Vice-President, Secretary-Treasurer, the Chairs of each District Council, and the National Executive Director (who shall also serve as the Corporate Secretary of the Trust Fund and the Plan).

The DGC Health and Welfare Plan shall be established by way of an agreement and declaration of trust to be entered into by DGC with the trustees of the DGC Health and Welfare Plan, and all trustees shall be bound to such trust declaration.

(c) Contributions

(i) Each District Council shall collect, on behalf of the trustees of the DGC Health and Welfare Plan, all health and welfare contributions and shall forward these contributions forthwith to the DGC National Office, as agent for the trustees of the DGC Health and Welfare Plan. All health and welfare contributions collected by a Council shall constitute the property of the trustees of the DGC Health and Welfare Plan.

(ii) DGC shall hold any remittance forwarded to it as agent for the trustees of the DGC Health and Welfare Plan in trust for those Members on whose behalf benefits are provided and shall remit such contributions promptly to the trustees of the DGC Health and Welfare Plan. DGC shall have no further obligation in respect of the finances of the DGC Health and Welfare Plan.

10. DISPUTE RESOLUTION

10.1 The Dispute Resolution Process: Mediation and Arbitration

(a) Mediation and Arbitration

In the event that a dispute or controversy arises among Members, NEB members, officers, committee members, District Councils, or volunteers of the DGC with regards to the articles or constitution, or out of any aspect of the operations of the DGC, but not with regards to any matter addressed by or subject to an NCA or CCA, and such dispute is not resolved in private meetings between the parties then without prejudice to or in any other way derogating from the rights of parties, and as an alternative to any party initiating a law suit or legal action, such dispute or controversy shall be settled by a process of dispute resolution as follows:

- (i) The dispute or controversy shall first be submitted to a panel of mediators whereby the one party appoints one mediator, the other party (or if applicable the board of the DGC) appoints one mediator, and the two mediators so appointed jointly appoint a third mediator. (The number of mediators may be reduced from three (3) to one (1) or two (2) upon agreement of the parties.)
- (ii) The mediators will then meet with the parties in question in an attempt to mediate a resolution between the parties.
- (iii) If the parties are not successful in resolving the dispute through mediation, then the parties agree that the dispute shall be settled by arbitration before a single arbitrator, who shall not be any one of the mediators referred to above, in accordance with the provincial or territorial legislation governing domestic arbitrations in force in the province or territory where the registered office of the DGC is situated or as otherwise agreed upon by the parties to the dispute. The parties agree that all proceedings relating to arbitration shall be kept confidential and there shall be no disclosure of any kind. The decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, law or mixed fact and law.

(b) Costs of Mediation/Arbitration

All costs of the mediators appointed in accordance with this section shall be borne equally by the parties to the dispute or the controversy. All costs of the arbitrators appointed in accordance with this section shall be borne by such parties as may be determined by the arbitrators.

11. BY-LAW AMENDMENTS

11.1 By-Law Amendments and Effective Date

Subject to the articles, the NEB may, by resolution, make, amend or repeal any by-laws that regulate the activities or affairs of the DGC.

Any such by-law, amendment or repeal shall be effective from the date of the resolution of NEB until the next meeting of members where it may be confirmed, rejected or amended by the members by ordinary resolution.

If the by-law, amendment or repeal is confirmed or confirmed as amended by the members it remains effective in the form in which it was confirmed. The by-law, amendment or repeal ceases to have effect if it is not submitted to the members at the next meeting of members or if it is rejected by the members at the meeting.

This section does not apply to a fundamental change to the Constitution that requires a special resolution of the members in accordance with the Act, because such by-law amendments or repeals are only effective when confirmed by Members.

12. GENERAL

12.1 Interpretation

In the interpretation of this constitution, words in the singular include the plural and vice-versa, words in one gender include all genders, and "person" includes an individual, body corporate, partnership, trust and unincorporated organization.

Other than as specified above, words and expressions defined in the Act have the same meanings when used in these by-laws.

12.2 Corporate Seal

The DGC may have a corporate seal in the form approved from time to time by the board. The secretary of the DGC shall be the custodian of the corporate seal.

12.3 Execution of Documents

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the DGC may be signed by any one officer and one of the DGC office staff as designated by the NEB.

In addition, the board 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 the DGC to be a true copy thereof.

12.4 Procedural

Any procedural matter not addressed herein shall be governed by Robert's Rules of Order.

12.5 French and English

All governing documents and resolutions pertaining to amendments, merger, referenda and other notices as may be required shall be made available in English and French.

12.6 Finances

(a) Financial Year

The financial year end of the DGC shall be determined by the NEB.

(b) Banking Arrangements

The banking business of the DGC shall be transacted at such bank, trust company or other firm or corporation carrying on a banking business in Canada or elsewhere as the NEB may designate, appoint or authorize from time to time by resolution.

(c) Execution of negotiable instruments

Any cheque or negotiable instrument shall be signed by any one officer and one of the DGC office staff as designated by the NEB.

(d) Borrowing Powers

The NEB Members of the DGC may, without authorization of the Members,

- (i) borrow money on the credit of the corporation;
- (ii) issue, reissue, sell, pledge or hypothecate debt obligations of the corporation;
- (iii) give a guarantee on behalf; and
- (iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the corporation, owned or subsequently acquired, to secure any debt obligation of the corporation.

(e) Annual Financial Statements

The DGC may, instead of sending copies of the annual financial statements and report of the public accountant referred to in subsection 172(1) of the Act to the Members, publish a notice to the Members stating that these documents are available at the registered office of the DGC and any member may, on request, obtain a copy free of charge at the registered office or by prepaid mail.

The NEB shall in its discretion determine from time to time whether the Financial Statements of the DGC shall be consolidated with those of any one or more of the District Councils.

(f) Interest and Charges

The NEB may, in its discretion, require payment of interest or administrative charges on any dues, assessment or other debts payable to the DGC, or payment of any administrative fee.

12.7 Notices

(a) Method of Giving Any Notice

Any notice (which term includes any communication or document), other than notice of a meeting of Members or a meeting of the NEB members, to be given (which term includes sent, delivered or served) pursuant to the Act, the articles, the constitution or otherwise to a Member, NEB member, officer or member of a committee of the board or to the public accountant shall be sufficiently given:

- (i) if delivered personally to the person to whom it is to be given or if delivered to such person's address as shown in the records of the DGC or in the case of notice to a director to the latest address as shown in the last notice that was filed with the Ministry by the DGC; or
- (ii) if mailed to such person at such person's recorded address by prepaid ordinary or air mail; or
- (iii) if sent to such person by telephonic, electronic or other communication facility at such person's recorded address for that purpose; and
- (iv) if provided in the form of an electronic document, the information in the electronic document may be accessed for subsequent reference. Electronic documents shall not suffice where registered mail is required by the Act.

Any notice required to be given to all Members shall be deemed to have been given if published in any DGC publication which is circulated to all Members.

(b) Change of Address

The secretary may change or cause to be changed the recorded address of any member, NEB member, officer, public accountant or member of a committee of the board in accordance with any information believed by the secretary to be reliable. The declaration by the secretary that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The signature of any NEB member or officer of the DGC to any notice or other document to be given by the DGC may be written,

stamped, type-written or printed or partly written, stamped, type-written or printed.

(c) Omissions and Errors

The accidental omission to give any notice to any member, NEB member, officer, member of a committee of the board or public accountant, or the non-receipt of any notice by any such person where the DGC has provided notice in accordance with the by-laws or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

The November Declaration

November 30, 2003

Whereas the Directors Guild of Canada (DGC) is a national labour organisation that represents key creative and logistical personnel in the film and television industry; and

Whereas at a National Executive Board (NEB) meeting this past weekend, the NEB and senior DGC staff reached agreement in principle on the roles and responsibilities of National and the District Councils. This clear definition of roles will allow the DGC to function more efficiently and provide more effective service to members;

Be it resolved that National and Council duties are defined as follows:

National Responsibilities

- The National Executive Board (NEB) is the governing board of the Directors Guild of Canada (DGC).
- National is the exclusive voice of the DGC on all national and international policy issues.
- National forms alliances and acts jointly with other national and international organizations to enhance and protect members' interests.
- National promotes and markets DGC members.
- National communicates to members, the industry, government, quasi-governmental bodies, the media and the general public on all national and international issues.
- National maintains membership standards and admits, suspends and terminates members.
- National represents directors and participates in the negotiation of the Directors' schedule of collective agreements.
- National negotiates collective agreements with federal and private national broadcasters under Federal Status of the Artist legislation.
- National negotiates, manages and administers members' National benefits plans.
- National produces the DGC Awards.
- National acts as a resource and information centre for District Councils.
- National is the home of the National Directors Division (NDD).

District Council Responsibilities

- District Councils will uphold the National mandate.
- District Councils promote their Council concerns and interests at National Executive Board (NEB).
- District Councils negotiate and administer collective agreements.
- District Councils coordinate and collect director buyouts in cooperation with the Directors Rights Collective of Canada (DRCC).
- District Councils implement permit policies.
- District Councils lobby at local and provincial levels in consultation with National.
- District Councils form alliances and join actions with other provincial organisations to enhance and protect members' interests.
- District Councils recruit new members within existing DGC categories.
- District Councils act as a resource for producers.
- District Councils attract production to the District Councils.
- District Councils promote and market members.
- District Councils deliver training in coordination with National Membership Admissions Committee (NMAC) where applicable.
- District Councils will support a national database.

November 29 – 30, 2003 NEB meeting participants

Alan Goluboff, President

George Mihalka, Vice-President and Quebec District Council Chairperson

Manny Danelon, Secretary Treasurer

Dana Warren, Atlantic Regional Council

John Houston, 1st Vice Chairperson, Atlantic Regional Council

Michel Poulette, Vice Chairperson, Quebec District Council

Don McCutcheon, Ontario District Council

Charles Crossin, Manitoba District Council

Tamara Mouthe, Vice Chairperson, Manitoba District Council

Stephen Hall, Vice Chairperson, Saskatchewan District Council

Darryl Solly, Alberta District Council

Robert Hilton, 2nd Vice Chairperson, Alberta District Council

Anne Wheeler, 1st Vice Chairperson, British Columbia District Council

Sturla Gunnarsson, Directors

Grace Gilroy, Production Office

Avrel Fisher, Assistant Directors

John Blackie, Art

Jeff Warren, Editing

Michael Cates, Locations

Pamela Brand, National Executive Director
Leah Bazian, Associate National Executive Director
Arden Ryshpan, Directors Affairs Manager/National Directors Division
Cindy Goldrick, National Communications Manager

Fortner Anderson, Business Agent, Quebec District Council
Marcus Handman, Executive Director, Ontario District Council
Ron Haney, Associate Executive Director, Ontario District Council
Virginia Menzie, Business Agent, Manitoba District Council
Dwayne Dreher, Business Agent, Saskatchewan District Council
Catherine Middleton, Business Agent, Alberta District Council
Crawford Hawkins, Managing Director, British Columbia District Council
Shirley Gentner, Operations Manager, British Columbia District Council