

**AMENDED AND RESTATED**

**DGC NATIONAL  
CONSTITUTION**

**Effective August 14, 2009**

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## PREAMBLE

WHEREAS The Directors Guild of Canada ("DGC") is a national labour organization that represents key creative, logistical and other personnel in the film and television industry and potentially, other forms of media;

AND WHEREAS the DGC ("National") from time to time accepts a local, provincial or area association (a "District Council") as a District Council in accordance with this Constitution;

AND WHEREAS it is the spirit and intention of the Members that National and District 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 National 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

- A duly elected District Council Executive Board is the governing body of its respective District Council.
- 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 Council 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 organizations to enhance and protect members' interest.
- 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 the Membership and Training Committee ("M&T") where applicable.
- District Councils will support a national database.

## ARTICLE I

### Definitions

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- 1.01 In this Constitution, and except where otherwise specified, or the context requires otherwise:
- (a) "Act" means the *Canada Corporations Act*, as amended from time to time.
  - (b) "AGM" means the Annual General Meeting of the DGC.
  - (c) "applicant" means an applicant for individual membership.
  - (d) "category" means a DGC category of professional activity as defined in Articles 3.05, 4.01 and 4.03, and as amended from time to time under Articles 4.01 and 4.03.
  - (e) "Collective Agreement" means an agreement in writing between either the DGC or one or more District Councils and an employer or association of employers which provides for minimum rates of pay, hours or 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 NEB or a District Council, as the case may be.
  - (f) "Constitution" means the DGC Constitution and by-laws.
  - (g) "constitution" means the constitution or governing documents of a Council, including its Letters Patent and by-laws.
  - (h) "day" means calendar day.
  - (i) "DGC" or "Guild" means the Directors Guild of Canada or La Guilde canadienne des réalisateurs and is a national corporate body.
  - (j) "Council" or "District Council" means a local, provincial or area association of Members which has a primary responsibility for collective bargaining, administration and enforcement of a CCA, representation of Members on local issues, and regulation of relations between Members and employers, which association has been accepted by the NEB in accordance with Article 7.01.
  - (k) "employer" includes an engager or a Producer.

- (l) "CCA" means a Council Collective Agreement.
- (m) "group" means a group as defined under Article 14.11.
- (n) "Council Collective Agreement" or "CCA" means a Collective Agreement between a Council and an employer or association of employers.
- (o) "Hearings Committee" means either the National Hearings Committee or any Council Hearings Committee.
- (p) "Member" means an individual Member of the DGC in good standing, who occupies either the Full Member or Associate Member class, but excludes a permittee.
- (q) "member" means a member of a Committee, Council, category or the NEB, or otherwise as the context requires.
- (r) "membership" means membership in the DGC.
- (s) "membership meeting" means any meeting of Members of the DGC.
- (t) "NEB" means the National Executive Board of the DGC.
- (u) "National Collective Agreement" or "NCA" means a Collective Agreement between the DGC and an employer or association of employers.
- (v) "M&T" means the Membership and Training Committee.
- (w) "officer" means an officer of the DGC: namely, the President, First Vice-President, Second Vice-President or the Secretary-Treasurer.
- (x) "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 DGC category, subject to payment of any permit fee.
- (y) "Producer" includes an individual or a company which produces, distributes, exhibits or finances motion pictures and which engages DGC Members.
- (z) "Reciprocal Agreement" means any agreement between the DGC or a 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.

- (aa) "resolution" means a resolution of the NEB, any applicable Council Executive, the Members at a membership meeting, and any DGC or Council committee, and includes a decision of a Hearings Committee.

## ARTICLE 2

### Organization and Objects

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- 2.01 The DGC is an association formed on an unincorporated basis in 1962, and continued as a federal corporation without share capital in 1983 and thereafter, comprised of its constituent individual Members, all District Councils, and the NEB.
- 2.02 The objects of the Corporation are:
  - (a) To serve and represent, to protect and enhance the rights of and to coordinate the activities of all Members who are engaged in dramatizing, describing and interpreting a story, message, account, anecdote, report, history or annual by the use of any visual reproduction and projection devices, electronic or otherwise, now known or hereafter devised, in the production of subjects including those for public entertainment, education, advertising, government, private industry and all forms of television, internet and any other medium yet to be devised.
  - (b) To develop, maintain and promote professional standards.
  - (c) To promote the observance of a Code of Ethics and Professional Conduct by its Members.
  - (d) To encourage, advance and disseminate new ideas and developments in the industry, and to cooperate with and encourage other crafts, unions, individuals and associations in the industry to do the same.
  - (e) To secure equitable compensation and fair working conditions for its Members, and to regulate relations between its Members and their employers.
  - (f) To advance the welfare of its Members by negotiating, administering and enforcing National Collective Agreements with minimum terms between its Members and their employers, which include provisions for the arbitration of disputes.
  - (g) To recognize and accept District Councils and assist the development of such Councils as are appropriate to address local issues and represent its Members effectively on those issues in accordance with these objects.

- (h) To lobby for, encourage, advocate, advance and secure appropriate legislation, regulation, public policy and other government action to advance the welfare and interests of its Members.
- (i) To combine and coordinate the Corporation's activities with, or to support, the activities of any other union, association or organization, or to merge, amalgamate, affiliate or associate with any other union, association or organization.
- (j) To authorize other unions, associations or organizations to act for and on behalf of the Corporation and/or its Members in order to carry out any of these objects including without limitation, to authorize international associations or collecting societies to collect royalties, levies, rental fees, residuals and/or any other payments which are due to its Members.
- (k) To establish, develop, implement, sponsor and/or support marketing, trade and/or promotional exhibits, conferences, shows and expeditions anywhere throughout the world regarding the industry.
- (l) To assist in the mobility of its Members and their availability to work in the Corporation's categories across Canada, subject to applicable laws.
- (m) To promulgate and effect any policy or decision which is in the best interests of the Corporation and its Members.
- (n) To advance the welfare of its Members generally.
- (o) To establish and/or support or aid in the establishment and/or support of associations, institutions, corporations, funds and trusts which will benefit or assist, financially or otherwise, all or a portion of its Members, or the family or dependents of such Members.
- (p) To make charitable donations to, and to establish and/or support or aid in the establishment and/or support of charitable associations, institutions, corporations, funds, and trusts which either further the objects of the Corporation or further the welfare, financially or otherwise, of all or a portion of its Members.
- (q) To establish, develop, implement and/or support programs, courses and seminars to benefit its Members including, without limitation, scholarship, professional development, training and or apprenticeship programs.
- (r) To sponsor, support and promote the interest of a labour sponsored investment fund and to subscribe for and hold shares or units of such fund.

- (s) To establish, develop, implement and/or support associations, institutions, corporations, funds and trusts which will encourage, promote and/or financially assist Members or other individuals in the industry in the pursuit of their profession in any respect.
- (t) For the attainment of the above objects and as incidental and ancillary thereto, to exercise any of the powers as prescribed by the Canada Corporations Act or any other statute or laws from time to time applicable and, in particular, without limiting the generality of the foregoing:
  - (i) to receive, manage, invest, spend or otherwise use the monies and properties of the Corporation to carry out the objects set out herein:
  - (ii) to accumulate from time to time part of the fund or funds of the Corporation and income therefrom subject to any statutes or laws from time to time applicable:
  - (iii) to invest and re-invest the funds of the Corporation in such manner as determined by the directors and in making such investments, the directors shall not be limited to investments authorized by law for trustees, provided such investments are reasonable and prudent under the circumstances and do not constitute, either directly or indirectly, a conflict of interest:
  - (iv) to acquire by purchase, contract or otherwise, any personal property and to enter into and carry out any agreements, contracts and undertakings incidental thereto and to sell, dispose of and convey the same or any part thereof, as may be considered advisable: and
- (u) to acquire by purchase, lease or otherwise, real property, and to hold such real property or interest therein necessary for the actual use and occupation of the Corporation or for carrying on its undertaking, and when no longer necessary, to sell, dispose of and convey the same or any part thereof.

### **ARTICLE 3**

#### **Membership - Classes, Application, Dues and Good Standing**

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3.01 The DGC shall have two classes of members: Full and Associate individual Members. A Member shall occupy only one class at any one time.

- 3.02 The DGC shall have four sub-classes of individual Members: National, International, Life and Honourary Life. A Member may occupy more than one sub-class.
- 3.03 A Full Member is a person accepted as Full Member under Article 3.15, and who meets all of the qualifications of a DGC category, as defined from time to time by M&T and the NEB under Articles 4.01 and 4.03, but excludes an Associate Member.
- 3.04 A Full Member has all of the duties and obligations, and the rights and privileges of membership, including the right to hold office, and to notice of and to attend and vote at any membership meeting or on any amendment to the DGC Constitution. A Full Member is entitled to one vote on any matter decided at a membership meeting. Only a Full Member is entitled to vote, regardless of the number of sub-classes occupied by that Member.
- 3.05 An Associate Member is an Associate Director, Production Assistant or a trainee or apprentice to any DGC category who is accepted as an Associate Member under Article 3.15. An Associate Member has all of the duties and obligations, and rights and privileges of membership, except he shall not have the right to hold office or to vote at any membership meeting. Each Council may determine whether an Associate Member may hold Council office or vote at any Council membership meeting.
- (a) Notwithstanding Articles 3.03 and 3.05, a Full Member may be admitted to the Associate Director category under conditions determined from time to time by M&T and the NEB, provided that such a Full Member shall continue to have all the duties and obligations, and enjoy the rights and privileges, of a Full Member.
- 3.06 A National Member is a Member who is ordinarily resident in Canada, and maintains membership in a Council. A National Member applicant shall submit an application to the relevant Council.
- 3.07 An International Member is a Canadian citizen who is not ordinarily resident in Canada or a Permanent Resident of Canada who does not maintain membership in a Council. An International Member applicant shall submit an application to M&T.
- 3.08 A Life Member is a Member who:
- (a) who has reached age 65,
- (b) is in good standing as of the date of his 65th birthday,
- (c) has been in Good Standing for at least ten consecutive years immediately prior to age 65, and
- (d) remains in good standing after age 65.

- 3.09 A Life Member is not required to pay any assessment or annual dues, but is required to pay Collective Agreement dues checkoffs.
- 3.10 The NEB may designate any person to be an Honourary Life Member in recognition of outstanding creative achievement or contribution to the DGC or the industry.
- 3.11 An Honourary Life Member is not required to pay a DGC or Council assessment, new Member dues or annual dues, but is required to pay Collective Agreement dues checkoffs. An Honourary Life Member need not be entitled to work in Canada.
- 3.12 Subject to Articles 3.09 and 3.11, an Honourary Life Member, Life Member and a National or International Member has 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.
- 3.13 An applicant must complete and sign an application prescribed by the NEB which includes a provision that the applicant agrees to be bound by the Constitution, any applicable constitution, all resolutions, any applicable Collective Agreement, and any other agreement, including any Reciprocal Agreement to which the DGC or the applicable Council is a party.
- 3.14 An application for membership will not be considered unless accompanied by the payment of new Member dues.
- 3.15 The Council, M&T and the NEB shall decide whether or not an applicant will be accepted as a Member, subject to the following:
- (a) Until such time as an applicant is endorsed by M&T, a member applicant meeting all qualifications shall be provided provisional membership in that respective District Council only, with the time period not to exceed nine (9) months.
  - (b) Subject to the provisions herein, and except with respect to an application by an International Member, an application shall be sent to each of the Council and M&T and shall be reviewed by both in all circumstances.
  - (c) If a Council does not endorse an application, the Council shall advise M&T of same; if either M&T or a Council does not endorse the application, but not both, then the NEB shall determine the issue.
  - (d) If both a Council and M&T endorse an application, then the applicant shall be admitted as a Member. If both a Council and M&T do not endorse an application, then the application shall be denied.

- (e) If a Council endorses an application, but M&T does not, then the NEB shall determine the issue.
  - (f) If an applicant applies as an International Member, then M&T shall decide whether or not to accept the application. If the M&T rejects it, then it shall not be considered by the NEB. If M&T accepts it, then the applicant shall be accepted as an International Member.
  - (g) M&T or the NEB shall advise the relevant Council of its acceptance or rejection of an application, and in turn the relevant Council, or where appropriate M&T shall advise the applicant.
  - (h) An applicant will not be accepted as a Member if the applicant:
    - (i) is not a Canadian citizen or a Permanent Resident of Canada;
    - (ii) is not of good character;
    - (iii) has applied for membership in, is a member of, occupies an executive, staff, elected or appointed board position with, has an allegiance to or promotes the objects of an organization which represents employees or engagees and which is rival to the DGC or a Council;
    - (iv) occupies an executive, staff or elected or appointed board position with an association of employers, engagers or Producers.
  - (i) Except where authorized by law, 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 other ground of discrimination prohibited by applicable law.
- 3.16 An applicant who is admitted to membership shall simultaneously be admitted to membership in a Council unless that person qualifies as an International Member.
- 3.17 Every applicant who qualifies for membership shall be advised at the time of admission as to whether he is admitted as a Full or Associate Member, and the category and Council in which he is admitted.

- 3.18 A Member is not entitled to be a member of more than one Council at any time. Notwithstanding this, and subject to the ultimate discretion of each Council, a member of one Council may attend, but cannot vote at a membership meeting of another Council.
- 3.19 Upon admission to membership, a Member shall pay the prorated annual dues applicable to the year of admission within thirty days of admission. Annual dues for each year following the year in which a Member is admitted must be paid by such date as may be determined from time to time by the NEB (the "Due Date"). Failure to pay annual dues will lead to automatic suspension from or termination of membership under Article 5.08 or 5.09.
- 3.20 A Member is no longer in good standing upon:
- (a) resignation,
  - (b) expulsion from the DGC or a Council,
  - (c) suspension from or termination of membership in the DGC or a Council,
  - (d) loss of good standing as a member of a Council as defined under the constitution of the Council,
  - (e) accepting an executive, staff or elected or appointed board position with an association which is declared to be rival to the DGC or a Council under Article 19,
  - (f) loss of Canadian citizenship or Permanent Resident Status;
  - (g) retroactive to January 1, 2000, the failure of an Associate Member to work a minimum of 20 days in a Guild category over a period of 2 years. The Associate Member must then apply for honourable withdrawal or resign from the organization.
- 3.21 Upon receiving an upgrade from an Associate category to a Full category, a Member shall pay the difference in pro-rated annual dues applicable to the year of upgrade within thirty days of upgrade. Failure to pay upgrade fees will lead to automatic suspension from or termination of membership under Article 5.10.
- 3.22 The DGC shall provide to each new Member a copy of the DGC Constitution, and upon request, shall provide to any Member a copy of any applicable Collective Agreement, including any Reciprocal Agreement.
- 3.23 Each Director Member and each Member who qualifies for upgrade to Director must join the Directors Rights Collective of Canada (DRCC).

- 3.24 In the event that a Member of a Council whose members are entitled to reduced annual dues, works on a weekly basis in the jurisdiction of another Council whose Members are required to pay higher annual dues, such Member shall pay the difference in the annual dues applicable to the year of such work within thirty (30) days of receipt of an invoice. Failure to pay the higher fees will lead to automatic suspension from or termination of membership under Article 5.09.

## ARTICLE 4

### Membership - Individuals Categories, Reclassification and Upgrading

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- 4.01 The professional standards and criteria for qualification in any DGC category shall be determined by M&T. Subject to Article 4.03, 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.
- 4.02 Where M&T recommends to the NEB to add a new category or to amend an existing category, M&T shall determine into which department under Article 14.11 the amended or new category should be placed.
- 4.03 Except where expressed otherwise herein, any M&T decision relating to the professional standards and criteria for qualification in any category, the addition, deletion or amendment of a category, and the addition of an amended or new category to a department under Article 14.11 is subject to review and ratification by the NEB.
- 4.04 A Member can be qualified in more than one category.
- 4.05 The Council, M&T and the NEB shall decide whether or not to grant a request by a Member for an upgrade or reclassification from one category to another (herein a "request"), or whether to effect a unilateral upgrade or reclassification, subject to the following:
- (a) Subject to the provisions herein, and except with respect to the request of an International Member, a request shall be reviewed first by the Council and then by M&T.
  - (b) If a Council rejects a request, then the applicant can appeal that decision to M&T; if either M&T or a Council reject a request, but not both, then the NEB shall determine the issue.

- (c) If both a Council and M&T grant a request, then the upgrade or reclassification shall be effected. If both a Council and M&T reject a request, then the request shall be denied.
- (d) If a Council grants a request, but M&T denies it, then the NEB will determine the issue.
- (e) If a request is made by an International Member, then M&T shall decide whether or not to grant the request. If M&T denies the request, then the National Member can appeal that decision to the NEB.
- (f) Based on Council or M&T recommendations, the NEB can unilaterally reclassify or upgrade a Member from one category to another, provided the NEB gives notice to and considers any submissions by the applicable Council, M&T or the Member prior to effecting the reclassification or upgrade.
- (g) If both a Council and M&T agree that a unilateral upgrade is appropriate, then that Member shall be upgraded.
- (h) If a Council and M&T disagree as to whether a unilateral upgrade is appropriate, then the NEB shall decide the issue.

## ARTICLE 5

### **Membership - Individuals Honourable Withdrawal, Suspension and Termination**

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- 5.01 Honourable withdrawal may be granted by the M&T Chair and maintained subject to the following conditions:
- (a) The Member must submit a written application stating the reasons and probable period for which honourable withdrawal is sought.
  - (b) A Member may apply for honourable withdrawal only once in any consecutive fourteen month period.
  - (c) The Member must not owe to the DGC any dues or assessments, nor otherwise be indebted to the DGC.

- (d) The Member must pay twenty-five percent (25%) of the annual dues as a carrying charge in each calendar year or part thereof in which the Member is on honourable withdrawal.
  - (e) 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 under Article 5.01(d) shall be waived in that year.
- 5.02 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, a Member is deemed to be on honourable withdrawal.
- 5.03 (a) 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.
- (b) An Associate Member who has been placed on honourable withdrawal per Article 3.20 (g) can only return to active good standing upon submission of a written, bona-fide offer of employment to work on a Guild signatory production upon which time pro-rated dues for the calendar year will be due and payable.
- 5.04 A Member on suspension who regains good standing must pay a reactivation fee upon reinstatement to good standing in an amount determined from time to time by the NEB. Failure to pay the reactivation fee will lead to automatic suspension from or termination of membership under Article 5.07.
- 5.05 While on honourable withdrawal or suspension, a Member:
- (a) will no longer participate in any health and welfare plan;
  - (b) will be ineligible to vote or stand for election;
  - (c) may not undertake work in a DGC category until he has returned to active status or good standing, unless specific authorization is granted by the applicable Council Executive;
  - (d) is still obligated to comply with the DGC Constitution and any applicable Collective Agreement, all resolutions, any applicable Council constitution, and any other agreement, including any Reciprocal Agreement to which the DGC or a Council is a party, and
  - (e) shall not have his name included on the published list of Members.

- 5.06 If the carrying charges payable by a Member on honourable withdrawal under Article 5.01(d) are not received by the DGC National Office:
- (a) by the Due Date in each calendar year or part thereof in which the Member remains on honourable withdrawal subsequent to the year in which honourable withdrawal is granted, then the Member shall automatically be suspended from membership;
  - (b) by such date as may be determined from time to time by the NEB (the "Termination Date"), in the same calendar year, then the membership of the Member shall automatically be terminated.
- 5.07 If the reactivation fee payable by a Member on suspension who regains good standing under Article 5.04 is not received by the DGC National Office within:
- (a) thirty days of the date on which the reactivation fee is payable, then the Member shall automatically be suspended again from membership;
  - (b) twelve months of the date on which the reactivation fee is payable, then the membership of that Member shall automatically be terminated.
- 5.08 If a Member's prorated annual dues payable under Article 3.19 are not received:
- (a) thirty days after the date of admission to membership, then the Member shall automatically be suspended from membership;
  - (b) by the Termination Date, in the same calendar year, then the membership of that Member shall automatically be terminated.
- 5.09 If a Member's annual dues payable under Article 3.19 are not received by the DGC National Office:
- (a) by the Due Date, in each calendar year, then the Member shall automatically be suspended from membership;
  - (b) by the Termination Date, in the same calendar year, then the membership of that Member shall automatically be terminated.
- 5.10 If the Members upgrade fees payable under Article 3.21 are not received by the DGC National Office:
- (a) within thirty days after the date of M&T acceptance of upgrade, then the Member shall automatically be suspended from membership;

- (b) by the Termination Date, in the same calendar year of M&T acceptance of upgrade, then the membership of that Member shall automatically be terminated.
- 5.11 An assessment is payable in accordance with the resolution establishing the assessment. If the DGC National Office fails to receive payment of a compulsory assessment under Article 18.02:
  - (a) by the date specified in the resolution, then the Member shall automatically be suspended from membership on the day following that deadline;
  - (b) within twelve months following that deadline, then the membership of that Member shall automatically be terminated.
- 5.12 If the membership of a Member is automatically suspended or terminated under Article 5.06, 5.07, 5.08, 5.09 or 5.10 then the Member shall have no recourse to the complaint and hearings procedure set out in Article 17. Notwithstanding the foregoing provisions of this Article 5, the officers shall be authorized to extend any date for membership suspension and/or termination in respect of any particular Member for up to ninety (90) days (but only once in respect of any year) for reasons of hardship, financial or otherwise. Such Member must submit to the DGC, in writing, a request for an extension setting out the reasons of the request, and a decision in respect of the request will be made, in the discretion of the officers, and within thirty (30) days of the receipt of the request. Any decision made in respect of the request will be final and the Member shall have no recourse to the complaint and hearings procedure set out in Article 17.
- 5.13 The National Office shall provide to each Member an invoice specifying the due date for monies payable under Article 5.06, 5.07, 5.08, 5.09 or 5.10, and confirmation of a suspension or termination of membership under those Articles.
- 5.14 A suspended Member shall be reinstated to good standing upon payment in full of any outstanding indebtedness to the DGC or a Council.
- 5.15 Where the membership of a Member has been terminated, or the Member has resigned or been expelled, to again become a Member that individual must submit an application as a new Member, accompanied by new Member dues, and subject to payment of annual dues and all prior indebtedness to the DGC or a Council.
- 5.16 A Member may resign at any time. Upon resignation, a Member shall not be liable to pay any dues or assessments which become payable after the date of resignation. The NEB may accept a resignation subject to any terms deemed appropriate by the NEB.
- 5.17 Membership in the DGC is non-transferrable.

- 5.18 Membership of a Member in the DGC and any proprietary interest of a Member in DGC or Council property ceases upon the death, resignation or expulsion of the Member, or termination of the membership of the Member.

## ARTICLE 6

### Membership - Individuals - Rights

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- 6.01 Every Member, including a Member granted honourable withdrawal under Article 5.01, but excluding a suspended Member and a Member deemed to be on honourable withdrawal under Article 5.02, is entitled to receive notice of and to attend all membership meetings.
- 6.02 Every Member has the right to make written submissions to the NEB, and to request the right to appear before the NEB. The NEB shall in its discretion determine whether or not to invite a Member to attend an NEB meeting and to make submissions thereat.
- 6.03 Every Member has the right, after the provision of reasonable notice, to access:
- (a) the minutes of any NEB, membership or committee meeting,
  - (b) the resolutions of the NEB, a committee or the Members at a membership meeting,
  - (c) the Member's own file, and
  - (d) any material which refers to the Member, subject to the discretion of the NEB to declare the material confidential.
- 6.04 A Member is not entitled to access the file of another Member without the written consent of that Member.
- 6.05 Every Member has the right to access a copy of a financial statement of the affairs of the DGC to the end of the previous fiscal year, certified to be a true copy by the Secretary-Treasurer of the DGC.

## ARTICLE 7

### Membership - Councils

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- 7.01 The NEB may recognize and accept as a District Council any local, provincial or area association of Members which:
- (a) is comprised of at least five Full Members;
  - (b) has promulgated a Council constitution to regulate its affairs;
  - (c) has adopted a constitution which:
    - (i) specifically obligates the District Council and its members to adhere to the provisions of the DGC Constitution; and
    - (ii) contains objects which are substantially the same as those of the DGC, except as to geographic area served; and
    - (iii) 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
    - (iv) specifically obligates the District Council to engage in collective bargaining and the administration and enforcement of a CCA on behalf of Members, and to represent Members on local issues and in the regulation of relations between Members and their employers;
  - (d) serves a geographic area which is not served by another District Council.
- 7.02 In order to continue as a District Council, the NEB may impose on a Council such conditions as it considers reasonable, including a requirement that a 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 return the affairs of the Council to normal.
- 7.03 The DGC may suspend or terminate a District Council, or may expel a District Council on such terms as the DGC considers appropriate where:
- (a) the number of Full Members within the jurisdiction of the Council is less than five;

- (b) subject to Article 7.13, the Council adopts a resolution or a Council constitution provision which conflicts with Article 7.01(c), or does not substantially comply with any other provision of the DGC Constitution or any NEB resolution 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;
  - (c) the members of the Council fail to meet with quorum at least once in any calendar year;
  - (d) the Council Executive fails to meet with quorum at least once every six months;
  - (e) the Council fails to file audited financial statements in accordance with Article 18.10 and 18.11;
  - (f) the Council fails to elect its Chair in accordance with Article 14.07;
  - (g) subject to Article 7.13, the Council does not substantially comply with any other provision of the DGC Constitution or an NEB resolution 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;
  - (h) 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;
  - (i) the DGC considers in its unfettered discretion that the circumstances warrant suspension, termination or expulsion of the Council.
- 7.04 Subject to Articles 7.05, 7.06, 7.08 and 7.09, the suspension, termination or expulsion of a Council shall not be effective unless and until:
- (a) a complaint is filed with the Secretary-Treasurer through the DGC National Office;
  - (b) the complaint is signed by at least ten Full Members from two or more Councils;
  - (c) the complaint complies with Article 17.02;

- (d) the complaint seeks suspension, termination or expulsion of the Council as the remedy;
  - (e) the NEB acts in the same manner as a Hearings Committee under Article 17;
  - (f) a hearing is held by the NEB in accordance with the provisions of Article 17 relating to a hearing before a Hearings Committee.
- 7.05 A District Council may be suspended, or removal of a suspension may be effected, by a majority vote of the NEB.
- 7.06 The status of a Council as a District Council in the DGC can only be terminated and a District Council can only be expelled from the DGC upon:
- (a) a unanimous vote by the NEB excluding the affected Council Chair, or
  - (b) a two-thirds (2/3rds) vote by the NEB and a ratification of that vote in a referendum of Full Members where not less than two-thirds (2/3rds) of all Full Members return ballots and two-thirds (2/3rds) of the votes cast in a referendum on the question conducted are cast in favour of such action.
- 7.07 The status of a Council as a District Council in the DGC ceases upon the expulsion of the Council or termination of the Council's status as a District Council hereunder.
- 7.08 If a Council's quarterly instalment payable under Articles 18.13 and 18.14 is not received by the DGC National Office:
- (a) by the last day in the quarter, then the Council may be suspended as a District Council in the DGC;
  - (b) 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.
- 7.09 Notwithstanding the suspension, termination or expulsion of a District Council, a member of a Council remains a Member of the DGC, subject to all other provisions herein.
- 7.10 Each District Council is entitled to notice of and to attend at any membership meeting, but is not entitled to vote thereat.
- 7.11 Each Council is empowered to make its own constitution, and such constitution shall be in substantial compliance with the 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. Each Council must provide the NEB with a written copy of any proposed amendments to a constitution at least fifteen (15) days prior to such proposed amendments being initially presented, by mail or otherwise, to the Members of such Council.

- 7.12 A Council will not withdraw, resign or voluntarily cease to be a District Council in the DGC unless:
- (a) the Executive Board of the Council has unanimously approved the withdrawal; and
  - (b) such 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 Council; and
  - (c) not less than two-thirds (2/3rds) of all Full Members of such District Council return ballots and two-thirds (2/3rds) of the votes cast in a referendum on the question conducted are cast in favour of the withdrawal; provided such referendum is completed within ninety (90) days from the date that notice contemplated in sub article (b) above has been provided to the NEB.

An independent scrutineer shall be appointed to confirm the results of any such ballot or vote.

- 7.13
- (a) If the NEB is of the opinion that a District Council has not complied with either paragraphs 7.03(b) or (g) of the DGC Constitution (a "Disputed Action"), then the DGC will provide written notice of the Disputed Action to the District Council.
  - (b) District Council may also provide written notice of a Disputed Action to DGC in circumstances in which the NEB adopts a resolution or a Constitution provision which is not in substantial compliance with a District Council Constitution or any District Council resolution within the jurisdiction of the District Council, or which language is used 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.
  - (c) Within forty-five (45) days after the issuance of a written notice, DGC representatives will meet with District Council representatives to discuss the issues. The parties will negotiate in good faith in an attempt to resolve the issues, either with or without the assistance of a mediator. A written notice will set out sufficient particulars so as to reasonably provide the other party with an understanding of the issues.

- (d) If the parties are unable to resolve all issues, then either party may refer the matter for final and binding arbitration in accordance with applicable provincial law.
- (e) The arbitrator may order any appropriate remedy consistent with the arbitrator's findings of fact and law. The arbitrator can make an order for the payment of costs, if so advised.

## ARTICLE 8

### Government - National Executive Board (NEB)

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- 8.01 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.
- 8.02 The NEB shall be comprised of a minimum of six and a maximum of twenty-five persons. Only a person who is a Full Member is eligible to be or continue to be an NEB member. The NEB shall be comprised as follows:
- (a) the President, the First Vice-President, the Second Vice-President and the Secretary-Treasurer shall be elected at large by Full Members,
  - (b) subject to Article 14.07 the Chair of each Council shall be an ex officio member,
  - (c) one representative shall be elected from each of the departments as defined in Article 14.11,
- 8.03 The powers of the NEB, in addition to those set out in Article 8.01, are as follows:
- (a) To uphold the DGC Constitution.
  - (b) To take any action or make any decision to fully implement its resolutions, the Constitution, and any agreement to which the DGC is a party.
  - (c) To represent, protect and maintain the rights and interests of Members.
  - (d) To engage, to dismiss, and to determine the terms and conditions of engagement for any representative, agent, employee, staff, legal counsel, accountant, auditor, actuary, expert, independent contractor or consultant engaged by the NEB on behalf of the DGC, but not on behalf of a Council.
- 8.04 The NEB shall meet at least four times in the twelve months following each AGM. At least two of these regular meetings must be in person, and any other meeting may be conducted

by conference call. Any NEB member may participate by conference call in an NEB "in person" meeting, provided that all NEB members consent to such participation. In addition, the NEB may meet by other electronic means that permit each NEB member to communicate adequately with each other, provided that:

- (a) the NEB has passed a resolution addressing the mechanics of holding such a meeting and dealing specifically with how security issues should be handled, and the procedure for establishing quorum and recording votes;
- (b) each NEB Member has reasonable access to the specific means of communication to be used; and
- (c) each NEB Member has consented in advance to meeting by electronic means using the specific means of communication proposed for the meeting.

- 8.05 The time and place of any NEB meeting shall be fixed by the President. In addition to regular meetings, the NEB may in its discretion authorize any business by written resolution, provided that all NEB members execute each such resolution unanimously.
- 8.06 At least seven days prior to an NEB meeting (or fourteen days if notice is given by mail), the Secretary-Treasurer shall provide written notice of the time, place and agenda of the meeting to each NEB member, and each Committee Chair or other person invited to the meeting by the President or the NEB.
- 8.07 A special meeting of the NEB may be called by the President or any four NEB members. A reasonable time prior to the special meeting, the Secretary-Treasurer shall provide written notice of the time, place and agenda for the meeting to each NEB member, and to each Committee Chair or other person invited to the meeting by the President or the NEB. The written notices contemplated in Articles 8.06 and 8.07 may be given by electronic means such as e-mail or facsimile.
- 8.08 A special meeting may be conducted by conference call, provided that all NEB Members consent to same.
- 8.09 Quorum for any NEB regular or special meeting shall be a minimum one-third (1/3rd) of NEB members present in person or by telephone, two (2) of whom must be officers, and at least two of whom must be Council Chairs (or their respective designates as contemplated in Article 8.12(c)). An NEB member cannot vote or attend a meeting by proxy.
- 8.10 Any matter before the NEB shall be decided upon a simple majority vote of NEB members who are present or are participating by way of conference call. Each NEB member, except the Chair, is entitled to one vote on each matter put to a vote, regardless of whether that member occupies two positions on the NEB.

- 8.11 The Chair at any NEB meeting shall only vote in order to break a tie. A committee Chair who attends an NEB meeting or participates by conference call may participate in debate, but shall not vote.
- 8.12 An NEB member:
- (a) is not entitled to cast his vote by way of proxy;
  - (b) may designate any Full Member to attend and to participate in debate at an NEB meeting in place of the NEB member; however, any Member so designated shall not have the right to vote at the meeting; and
  - (c) with respect to the ex-officio NEB members contemplated in Article 8.02(b), may designate any elected officer from such Council to attend, to participate in, debate at and to vote at an NEB meeting in place of such NEB member.
- 8.13 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.
- 8.14 The NEB shall ensure that minutes are taken of all of its meetings.
- 8.15 An NEB resolution takes effect immediately unless the contrary intention is expressed, and remains in effect until amended or repealed by the NEB.
- 8.16 (a) Subject to Article 8.16 (b), a member of the NEB shall not receive remuneration for services provided as such, but the NEB shall reimburse each member for reasonable expenses incurred in relation to any functions carried out as a member of the NEB.
- (b) In exceptional circumstances, the NEB may provide a payment to a member of the NEB in recognition of outstanding service to the DGC, subject to an affirmative vote of 75% of the members of the NEB (excluding the members to whom the payment will be made).
- (c) The NEB may apply the provision of Article 8.16 (b) on a retroactive basis as the NEB deems appropriate.
- 8.17 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 an NEB member within the scope of the member's position on the NEB.
- 8.18 (a) *Each of the NEB members defined in Article 14.11 shall hold office from the end of*

*the AGM at which the member was elected or appointed to the earlier of the date on which the second (2<sup>nd</sup>) AGM thereafter ends, or the date on which the member resigns or is removed, or the date on which a successor for the member has been elected or appointed, so that such member shall hold office for a term of two (2) years. For greater certainty, this provision will not apply retroactively, but will only commence application to terms which start after the AGM at which this amendment is enacted.*

- (b) Each of the officers shall hold office from the end of the AGM at which such officer was elected or appointed to the earlier of the date on which the second (2<sup>nd</sup>) AGM thereafter ends, or the date on which the officer resigns or is removed, or the date on which a successor for the officer has been elected or appointed, so that such officer shall hold office for a term of two (2) years. In addition, the election for President and First Vice-President, together, and the election of Second Vice-President and Secretary-Treasurer, together, will take place in rotation. In order to start such rotation, the Second Vice-President and the Secretary-Treasurer elected at the AGM immediately following the enactment of this amendment, shall only hold office for a term of one (1) year until the date on which the next AGM ends.
- 8.19 When a position on the NEB previously held by a group representative elected under Article 14.11 becomes vacant, the NEB shall appoint a replacement from the group within sixty days of the vacancy.
- 8.20 When a position on the NEB previously held by a Council Chair becomes vacant, the successor Chair elected by the Council shall become the Council representative on the NEB.
- 8.21 If the position of President is 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 defined in Article 14.11(a), 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.
- 8.22 If the position of First Vice-President is 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.
- 8.23 Any vacancy on the NEB resulting from the appointment to First Vice-President as contemplated in Article 8.22 shall be filled within sixty (60) days of such vacancy in accordance with Article 8.19. Any other vacancy resulting from an appointment pursuant to Article 8.22 shall be filled within sixty (60) days of the vacancy in the manner contemplated by this Article 8, as applicable.

- 8.24 Any NEB member shall be deemed to be removed from his NEB position upon:
- (a) the loss of good standing as a Member under Article 3.20,
  - (b) a criminal conviction which has a material impact or effect on the ability of such NEB member to perform duties or carry out responsibilities as contemplated herein, as determined by the NEB in its sole discretion,
  - (c) the failure to attend three consecutive regular NEB meetings,
  - (d) ceasing to be ordinarily resident in Canada,
  - (e) acceptance of the person's application for honourable withdrawal as a Member, or
  - (f) a finding of a Hearings Committee that removal is appropriate, unless an appeal is in process.
- 8.25 An officer or any other NEB member may be removed from office if:
- (a) 10% of Full Members present a written request for a referendum under Article 22,
  - (b) 25% of Full Members return ballots in the referendum, and
  - (c) 66.67% of the ballots returned are cast in favour of the removal of the officer or NEB member.
- 8.26 If a complaint is lodged against an NEB member under Article 17, or a member is charged with an offence, the NEB shall determine:
- (a) whether the member should resign his position on the NEB temporarily until the complaint, charge or any appeal therefrom is decided, and
  - (b) whether to name a temporary substitute for that member.
- 8.27 Any Member that holds any elected or appointed position on the executive of any Council shall be deemed to be removed from such position upon the loss of good standing as a Member under Article 3.20.

**ARTICLE 9**

**Government - Officers**

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- 9.01 The officers of the DGC are the President, the First Vice-President, the Second Vice-President and the Secretary-Treasurer. The officers shall be elected by the Full Members in the manner set out in Articles 8.02 and 14.10.
- 9.02 Subject to Article 8.18, each officer shall hold office from the end of the AGM at which he is elected to the earlier of the date on which the second (2<sup>nd</sup>) AGM thereafter ends, the date on which the officer resigns or is removed under Articles 8.25 or 8.26, or the date on which a successor for the officer has been elected or appointed.
- 9.03 The duties of the President are:
- (a) to act as Chair of the NEB;
  - (b) to act as a resource to the District Councils;
  - (c) to implement decisions of the NEB;
  - (d) to act as spokesperson for the DGC;
  - (e) to execute on behalf of and in the name of the DGC all authorized agreements and contracts;
  - (f) to serve as a trustee of the DGC Health and Welfare Plan.

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

- 9.04 (a) The duties of the First Vice-President are:
- (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 the DGC's representative on the DRCC.
- (b) The duties of the Second Vice-President are:

- (i) to assist the President;
- (ii) to serve as a trustee of the DGC Health and Welfare Plan; and
- (iii) to perform such duties and exercise the powers of the President as are assigned by the President.

9.05 The duties of the Secretary-Treasurer are:

- (a) to keep a permanent record of all proceedings, minutes of meetings, and resolutions of the NEB;
- (b) to ensure that one of the DGC staff maintains a registry of the name, category, address, telephone number, and other relevant information relating to each Member;
- (c) to ensure that one of the DGC staff maintains a record of any disciplinary action against each Member;
- (d) to maintain possession of the DGC seal and to affix it when necessary;
- (e) to receive and deposit DGC funds with the chartered bank selected by the NEB;
- (f) to maintain complete and proper accounting and financial records for the DGC;
- (g) to maintain itemized accounts of all funds expended on behalf of the DGC;
- (h) to ensure that an audit of the DGC financial statements is conducted, and that complete audited statements are presented at every AGM;
- (i) to certify from time to time, such documents as may require certification for or on behalf of the DGC;
- (j) to send notices of all NEB and membership meetings; and
- (k) to serve as a trustee of the DGC Health and Welfare Plan.

9.06 An officer shall not receive remuneration for services provided as such, but the NEB shall reimburse each officer for reasonable expenses incurred in relation to any functions carried out as an officer.

- 9.07 At all times the President and the First Vice-President must hold qualification in the Directors category defined in Article 14.11(a) and the Second Vice-President must not hold such qualification.
- 9.08 The NEB may delegate one or more of the duties set out in Articles 9.03, 9.04 or 9.05 above to any staff of the DGC, on whatever terms the NEB considers appropriate.

## ARTICLE 10

### **Standing Committees - M&T, Hearings and Executive Committee of the National Directors' Division**

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- 10.01 M&T, a National Hearings Committee and an Executive Committee of the National Directors' Division shall be maintained as standing committees.
- 10.02 At each AGM the President shall appoint an M&T Chair, and prior to the first meeting of the newly elected NEB, a Chair for the National Hearings Committee. Each Chair shall serve until the next AGM.
- 10.03 If the Chair of a Committee is unwilling or unable to continue to serve as Chair, then the President shall appoint a new Chair to serve until the next AGM.
- 10.04 M&T shall consist of the Chair and an elected Full Member from each Council. Each Member so appointed shall serve until the next AGM.
- 10.05 Quorum for a meeting of M&T shall be a majority of M&T members present in person, or with the consent of the members of the Committee participating in such meeting, by telephone.
- 10.06 The responsibilities of M&T include those set out in Articles 3 and 4, and such others as are assigned from time to time by the NEB.
- 10.07 The responsibilities of the National Hearings Committee include those set out in Article 17, and such others as are assigned from time to time by the NEB.
- 10.08 The responsibilities of the Executive Committee of the National Directors' Division include those set out in Article 25 and such others as are assigned from time to time by the NEB.

## ARTICLE 11

### Ad Hoc Committees

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- 11.01 The NEB or the President may establish such ad hoc committees as are necessary. Where an ad hoc committee is established by the President, then the President shall report its creation to the NEB. The NEB has the power to review and rescind any decision by the President to constitute any committee.
- 11.02 Whether constituted by the NEB or the President, each committee shall be provided with written terms of reference, including the duties, composition and term of office of the committee.
- 11.03 An ad hoc committee shall have a term of office which does not extend beyond the next AGM, unless the newly elected President or NEB reaffirms the committee's mandate.
- 11.04 The Chair of each ad hoc committee shall appoint to the committee the number of members specified in its terms of reference.

## ARTICLE 12

### Committees - General

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- 12.01 The President, by virtue of office, is a non-voting member of all committees, except the National Hearings Committee.
- 12.02 Except where provided otherwise, a committee shall consist of a Chair and two other members, all of whom must be Full Members. Quorum shall be two members.
- 12.03 A committee Chair shall not vote on any matter put to a vote by the committee, except to break a tie.
- 12.04 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.
- 12.05 Except where provided otherwise, if a committee Chair is unwilling or unable to continue to serve as Chair, then the President or the NEB shall appoint a new Chair.

- 12.06 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.
- 12.07 The President may remove a committee Chair, and either the President or a committee Chair may remove a committee member for cause at any time without notice, subject to the right to file a complaint under Article 17.
- 12.08 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.
- 12.09 Notices of all meetings of committees shall be given in the manner as set out in Article 23.
- 12.10 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.

## ARTICLE 13

### Membership Meetings

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- 13.01 An AGM shall be held at least once each calendar year and not more than fourteen months after the prior AGM. The time and place of the AGM shall be determined by the NEB, provided that the AGM shall be held in Canada. In addition to the requirements of Article 13.04, the NEB shall advise each Council of the date and location of the AGM at least six (6) months prior to the date of the meeting.
- 13.02 The following business shall be transacted at the AGM:
- (a) An annual report of DGC business shall be presented.
  - (b) Audited DGC financial statements shall be presented, with the report of the auditor thereon, and approved.
  - (c) A qualified auditor shall be appointed for the DGC for the then current year.
  - (d) NEB elections shall be conducted.
  - (e) Any miscellaneous DGC business shall be transacted.

- 13.03 A special membership meeting may be called by the NEB, or at the written request of the President or at least ten percent (10%) of the Full Members. The written request shall be filed with the Secretary-Treasurer.
- 13.04 The Secretary-Treasurer shall provide written notice to Members of each membership meeting:
- (a) specifying the time, place and agenda of the AGM at least thirty days prior to the AGM;
  - (b) the time, place, purpose and sufficient detail pursuant to Article 23.05, and the resolutions to be decided at a special membership meeting at least seven days prior thereto (or fourteen days prior if notice is given by mail).

Notice of any such meeting may be given by electronic means such as e-mail or facsimile.

- 13.05 (a) A quorum for any membership meeting (including, without limitation, the AGM and any special membership meeting) shall be ten percent (10%) of Full Members, either present in person or represented by proxy. No business shall be transacted at any meeting unless the requisite quorum is present at the time of the transaction of such business provided, however, that if a quorum is present at the opening of a meeting, the Members present may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting. If a quorum is not present at the time appointed for a membership meeting or within a reasonable time thereafter as the Members present may determine, the Members present and entitled to vote may adjourn the meeting to a fixed time and place and the provisions of Article 13.04 with regard to notice shall apply to such adjourned meeting.
- (b) A Full Member may appoint a proxy in writing confirming that the proxy holder may vote the absent Member's vote. Only a Full Member is entitled to represent another Full Member by proxy. A proxy may contain a mandatory method of voting on any given issue.
- 13.06 Any solicitation of proxies shall be made to all Full Members in the notice of meeting and shall provide a Member with enough information to form a reasoned judgment.
- 13.07 A proxy holder shall not 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 proxy grantor. The form and manner of any proxy shall be established by the NEB.

- 13.08 The Chair of a membership meeting shall be the President, unless he is unable or unwilling

to act as such, in which case it shall be the First Vice- President unless he is unable or unwilling to act as such, in which case it shall be the Second Vice-President unless he is unable or unwilling to act as such, in which case it shall be the Secretary-Treasurer. The Chair shall only vote in order to break a tie.

- 13.09 Any matter requiring a vote shall be decided by majority vote unless the Act or this Constitution provides otherwise. Subject to Article 20.02, a resolution approved at a membership meeting shall take effect immediately, unless the contrary intention is expressed therein, and shall remain in effect until amended or repealed at a subsequent membership meeting.
- 13.10 The minutes of the AGM shall be sent to each Member at least thirty days prior to the next AGM.
- 13.11 Members may participate in the AGM or any special membership meeting through the use of written resolutions and mail ballots, including electronic means that allow Members to communicate adequately with each other provided that:
- (a) the NEB has passed a resolution addressing the mechanics of holding such a meeting and dealing specifically with how security issues should be handled and the procedures for establishing quorum and recording votes;
  - (b) each Member has reasonable access to the specific means of communication to be used; and
  - (c) each Member has consented in advance of meeting to the specific means of communication proposed for use at the meeting through the receipt of a copy of this Article 13.11 upon approval.

## ARTICLE 14

### **Elections - NEB, Officers, Group Representatives**

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- 14.01 A Member may be nominated and may stand for election to any elected NEB position, subject to satisfying the following conditions as of the date of nomination:
- (a) The Member is a Full Member.
  - (b) The Member has completed two consecutive years as a Full Member.
  - (c) The Member is ordinarily resident in Canada, and intends to reside in Canada while serving on the NEB.

- 14.02 No later than January 31 each year, the NEB shall appoint a Nominating Committee Chair who shall appoint four other Full Members to the Committee. Not more than two of the Committee members shall be NEB members.
- 14.03 The Nominating Committee shall prepare a list of candidates for elected NEB positions.
- 14.04 The list of candidates prepared by the Nominating Committee shall be mailed to all Members at the same time as notice of the AGM.
- 14.05 A nomination to stand for election may be made by the Nominating Committee, or two Full Members at the AGM.
- 14.06 The Secretary-Treasurer shall ensure that proper ballots are prepared containing the names of all candidates.
- 14.07 At least thirty days prior to the AGM of the DGC, each Council shall elect its Chair. Notwithstanding such election, the previous Chair shall continue to represent the Council on the NEB as contemplated in Article 8.02(b) until the end of the next following AGM of the DGC. The newly elected Chair of the Council will, during such interim period, be entitled to attend NEB meetings as an observer, but shall not be entitled to vote thereat.
- 14.08 Elections for NEB positions shall take place after the presentation of the annual reports, financial statements and related business. Each candidate shall be given the opportunity to address all Members present at the AGM prior to the election.
- 14.09 The vote for NEB positions shall be by secret ballot.
- 14.10 The election of the President shall be the first election held at the AGM, if so required, followed thereafter by the election of the First Vice-President. The election of the Second Vice-President shall be followed by the election of the Secretary-Treasurer, if so required.
- 14.11 Following the election of the Officers as contemplated in Article 14.10, each Member present at the AGM shall meet with one of the following Departments (also known as a group) to elect, for a two-year term, the National Department Representatives:
- (a) National Directors' Division,
  - (b) Assistant Directors' Department,
  - (c) Production Department,

(d) Locations' Department,

(e) Art Department,

(f) Editing Department,

(g) Production Accountants' Department,

(h) Production Coordinators' Department, and

(i) such other departments as may be determined from time to time by M&T and ratified by the NEB pursuant to Article 4.03.

14.12 Full Members in each group defined in Article 14.11 shall nominate and elect one representative to the NEB. Any Member who qualifies in two or more categories shall be entitled to vote in only one group as defined in Article 14.11 above.

14.13 Notwithstanding anything contained herein to the contrary, the President shall be prohibited from standing for election at an AGM for either any office or as a department representative after having served three (3) consecutive terms as President. Other officers shall be prohibited from standing for election at an AGM for their current office (but not for another office or as a department representative) after having served three (3) consecutive terms in such office. Other NEB members referred to in Article 8.02(c) shall be prohibited from standing for election at an AGM as a department representative member (but not as an officer) after having served six (6) consecutive terms on the NEB. After having served the consecutive terms as set out above, such person must wait until the next following AGM before standing for election. For greater certainty, this provision will not apply retroactively but will only commence application to terms which start on or after the AGM at which this amendment is enacted.

## ARTICLE 15

### **National Collective Agreements (NCA) and the Council Collective Agreement (CCA)**

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15.01 Each Council shall engage in collective bargaining negotiations and may enter into a CCA with any employer.

- 15.02 Where appropriate, the DGC may engage in collective bargaining negotiations and may enter into a National Collective Agreement.
- 15.03 A CCA binds the Council, but not the DGC. An NCA binds the DGC, but not a Council, and is effective upon execution by the employer and at least one DGC officer.
- 15.04 Every Member must cooperate with and assist the DGC, the Council and other Members to satisfy all obligations under a NCA or a CCA in a prompt and efficient manner.
- 15.05 The DGC or a Council must not enter into a NCA or a CCA which establishes a maximum rate of compensation.
- 15.06 The DGC or a Council may in its discretion:
- (a) grant dispensation to a Member to work in a DGC category for an employer who is not a signatory to a NCA or a CCA, provided the Member seeks dispensation prior to commencing work;
  - (b) determine that a particular type of production is exempt from NCA or CCA requirements.
- 15.07 The DGC or the 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.
- 15.08 (a) 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.
- (b) The DGC must advise a Council of any collective bargaining or NCA issue which may have a significant effect on that Council.
- 15.09 In applying for, accepting and maintaining membership in the Guild, a Member is deemed to authorize the DGC or any applicable District Council to enter into a CCA or NCA on behalf of the Member and to resolve any grievance thereunder relating to the Member in accordance with Article 15.07.
- 15.10 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, upon resolution supported by 66.67% of votes cast by the NEB or District Council Executive, as the case may be.

- 15.11 It shall be the right of every voting Member of the Guild 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.

## ARTICLE 16

### Code of Ethics and Professional Conduct

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- 16.01 Each Member must comply with all provisions of the DGC Constitution and any applicable National Collective Agreement, any applicable Council constitution or CCA, and all resolutions.
- 16.02 With respect to work performed in a DGC category, each Member must:
- (a) notify the local Council before commencing work in a DGC category on any production within the Council's jurisdiction, except:
    - (i) where the category is not normally covered by the CCA executed by that Council;
    - (ii) where, and only as long as a Member provides services prior to the commencement of pre-production;
  - (b) if required by the Council, report on a confidential basis to the Council the terms of employment secured by the Member;
  - (c) work only for:
    - (i) an employer who has not been declared unfair;
    - (ii) an employer who is signatory to a CCA, except where under Article 15.06 the Member has been granted dispensation by the Council, or where the production falls within an exemption granted by the Council;
  - (d) work only for a fee that is at least the applicable minimum fee prescribed in the CCA, unless dispensation or exemption is granted under Article 15.06;

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

16.03 With respect to a Member's interaction with other Members or another individual or organization, each Member must:

- (a) not impose on another nor accept for himself a task incompatible with professional dignity;
- (b) not use fraud, defamation, blackmail, intimidation, harassment or other methods unworthy of the Member's standing. Harassment includes a course of conduct or comment consisting of actions or words that disparage or cause humiliation to a person in relation to any prohibited ground of discrimination set out in Article 3.15(i);
- (c) 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,
  - (ii) a reprisal by a Member against a person who has rejected the Member's sexual advance or solicitation, and
  - (iii) harassment as defined in Article 16.03 (b);
- (d) not engage in any form of discrimination based on any prohibited ground of discrimination set out in Article 3.15 (i);
- (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 where the Member borrows elements of form or content for the requirements of his 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 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;
- (j) not use the published list of Members in an improper or unauthorized manner;
- (k) not engage in any harassment or abusive treatment of another Member or DGC or Council staff;
- (l) not act in a manner that is prejudicial to the interest and welfare of the DGC and its Members;
- (m) not engage in any conduct unbecoming a Member.

16.04 Each Member has an onus to inform himself of his rights, privileges, duties and obligations under the DGC Constitution and any applicable NCA, any Reciprocal Agreement, any applicable Council constitution or CCA, and any resolution.

## ARTICLE 17

### Hearings

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- 17.01 Any Member or Council may file a complaint against another Member, suspended Member or Council alleging a violation of the DGC Constitution, any applicable Council constitution, or any resolutions.
- 17.02 Each complaint should be brought within 30 days of the event giving rise to the complaint, and must:
- (a) be in writing;
  - (b) identify the complainant;
  - (c) identify the person or Council against whom the complaint is made;
  - (d) provide sufficient particulars of the complaint so as to enable the respondent to appreciate the substance of the complaint and to respond;
  - (e) allege a violation of a specific provision of the DGC Constitution or any applicable Council constitution or a specific resolution;

- (f) not be based on a prohibited ground of discrimination set out in Article 3.15(i);
  - (g) identify the specific remedy sought.
- 17.03 Each Council in the DGC shall maintain a Council Hearings Committee.
- 17.04 Any complaint by or against a Member shall be submitted to the applicable Council Hearings Committee Chair and shall ordinarily be disposed of by that Council Hearings Committee.
- 17.05 Any complaint by or against a Council shall be submitted to the National Hearings Committee Chair through the DGC National Office, and shall ordinarily be disposed of by the National Hearings Committee.
- 17.06 Subject to Article 7.04, a complaint against a Council:
- (a) cannot be brought by the NEB;
  - (b) can be brought by another Council or by any ten Full Members.
- 17.07 In order for a Council Hearings Committee to decline jurisdiction or the National Hearings Committee to accept jurisdiction over a complaint, the complaint must involve a national issue. A national issue is one which affects the DGC as a whole, or more than one Council, and includes an issue between two Councils, and may include an issue raised by or against an International Member or between two International Members.
- 17.08 If a Council Hearings Committee decides that a complaint raises a national issue, the Council Hearings Committee shall decline jurisdiction, and shall refer the complaint forthwith, together with a copy of its decision in this regard to the National Hearings Committee Chair. If the National Hearings Committee also declines jurisdiction, then the NEB shall determine which Hearings Committee must address the complaint.
- 17.09 If the National Hearings Committee decides that a complaint does not raise a national issue, the National Hearings Committee shall decline jurisdiction, and shall refer the complaint forthwith, together with a copy of its decision in this regard to the appropriate Council Hearings Committee Chair. If the Council Hearings Committee also declines the jurisdiction, then the NEB shall determine which Hearings Committee must address the complaint.
- 17.10 Upon receipt of a complaint, the National Hearings Committee Chair shall forthwith appoint Full Members to the Committee, subject to the following:
- (a) the Chair shall appoint at least two Committee members in addition to the Chair;

- (b) if the complaint is against a Member, then at least one Committee member must be from the same category as the respondent;
  - (c) if the complaint is filed against a Council, then at least one Committee member must be from that Council;
  - (d) neither the Chair nor a Committee member can have any interest, whether direct or indirect in the subject matter of the complaint, but appointment of a Committee member from a Council under Article 17.10 (c) shall not violate this principle;
  - (e) an NEB member cannot be appointed to the Committee.
- 17.11 Upon receipt of a complaint, the Hearings Committee Chair shall forthwith forward a copy of the complaint to the respondent. The respondent shall have fifteen days to file a reply, including any submissions as to whether the complaint raises a national issue.
- 17.12 The Hearings Committee shall be convened either in person or by conference call within ten days of the filing of the reply to determine if the complaint justifies a hearing. The Committee may dismiss a complaint without a hearing where the complaint:
- (a) does not raise a national issue;
  - (b) does not comply with Article 17.02;
  - (c) is more properly addressed in another forum, including but not limited to the NEB, a Council Executive, the Courts or a Human Rights Commission or Tribunal;
  - (d) is frivolous or vexatious.
- 17.13 A complaint determined to be frivolous or vexatious may itself provide the basis for a complaint by the respondent to the original complaint.
- 17.14 (a) Once the Hearing Committee determines that a hearing is warranted, or the NEB refers the complaint to the National Hearings Committee, then the parties to the complaint must engage in a mediation process before an independent mediator selected by the parties, or absent agreement, by the President. 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.
- (b) At the completion of the mediation process, and upon notification to the Hearings Committee by any party that the mediation was unsuccessful, the Hearings Committee shall then convene the hearing within fifteen (15) days of such notification.

- 17.15 The Hearings Committee shall determine the time and place of the hearing, and shall provide reasonable notice to the parties to the complaint in this regard.
- 17.16 All members of the Hearings Committee must be in attendance to hear all of the evidence and the argument presented at the hearing.
- 17.17 Each party shall be entitled to:
- (a) attend at the hearing;
  - (b) be represented by a third party who is a DGC Member in good standing of an equal or higher category;
  - (c) present evidence and argument;
  - (d) cross-examine any witnesses tendered by the opposite party.
- 17.18 If a hearing is granted, the Hearings Committee shall render its decision based on the complaint, the reply and the evidence and argument presented at the hearing.
- 17.19 The decision of the Hearings Committee shall:
- (a) be rendered by majority vote, without proxy,
  - (b) be in writing, and
  - (c) set out the reasons therefore.
- 17.20 The Hearings Committee may fashion any remedy appropriate to the circumstances, including but not limited to dismissal of the complaint, a reprimand, fine, apology, suspension, termination, expulsion or any other discipline on such terms and conditions as the Committee considers just in all the circumstances.
- 17.21 The Hearings Committee may order the losing party to pay all or part of the legal costs of the successful party.
- 17.22 A decision to expel a Member or terminate membership requires a unanimous vote.
- 17.23 Any dissenting Hearings Committee members shall write one or more minority decisions containing their reasons and conclusions.
- 17.24 The Hearings Committee decision, together with any dissenting decision shall be filed forthwith with the Secretary-Treasurer through the DGC National Office and forwarded to

each party to the complaint. The Secretary-Treasurer shall in turn forward a copy to the NEB.

- 17.25 Either party to the complaint may seek leave to appeal the decision of the Hearings Committee within fifteen days following the date on which the decision is mailed, by filing with the Secretary-Treasurer written submissions setting out detailed reasons why the decision ought to be set aside.
- 17.26 Upon receipt of a request for leave to appeal, the Secretary-Treasurer shall forward a copy of the submissions filed in support thereof to the other party who shall then have fifteen days within which to respond to the request for leave to appeal. The NEB shall review the written appeal submissions, any reply thereto, any decision of a Hearings Committee, and the original complaint and any reply thereto. The NEB shall determine whether to grant leave to appeal at the next NEB meeting following the filing of any reply.
- 17.27 If the NEB determines that the request for leave to appeal is without merit, it shall dismiss the application. Where the NEB considers the application to have potential merit, then each party shall be notified of the NEB's decision to grant leave to appeal.
- 17.28 Each party shall be notified of the time and place of the NEB meeting at which the appeal will be considered. Each party has the right to attend that meeting and to be represented by legal counsel.
- 17.29 The NEB shall not on appeal rehear the oral evidence presented at the hearing before the National Hearings Committee. In determining the appeal, the NEB shall consider the written record and any arguments presented on appeal.
- 17.30 The NEB shall render its decision by majority vote, and it may:
  - (a) dismiss the appeal in its entirety;
  - (b) quash the decision and dismiss the complaint in its entirety;
  - (c) confirm the decision on the merits and any remedy;
  - (d) confirm the decision on the merits and amend the remedy;
  - (e) return the complaint to the Hearings Committee with directions concerning the rehearing;
  - (f) dispose of the appeal in any other manner it considers appropriate;
  - (g) order that the legal costs of the successful party on the appeal and before any Hearings Committee be paid in full or in part by the losing party.

- 17.31 The decision of the NEB on appeal is final.
- 17.32 A Hearings Committee or the NEB on appeal shall 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 Hearings Committee or the NEB.
- 17.33 Any request for an adjournment shall be decided on such terms as are considered just in the circumstances.
- 17.34 If a party to a complaint fails to file any submissions or to attend at a hearing, then a Hearings Committee or the NEB may decide the complaint or appeal in any reasonable manner, without further notice to that party.

## **ARTICLE 18**

### **Finances**

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- 18.01 All new Member dues and annual dues shall be paid by each Member to the DGC in an amount determined by Full Members at a membership meeting, and shall constitute the property of the DGC. Failure to pay annual dues will lead to automatic suspension from or termination of membership under Articles 5.06, 5.07, 5.08, 5.09 or 5.10. Notwithstanding the foregoing, the NEB may from time to time on a temporary basis for no more than twenty-four (24) months reduce or eliminate such dues which are payable by Members in specified categories and/or Councils.
- 18.02 The NEB or Full Members at a membership meeting may implement a compulsory or voluntary assessment to be paid by all Members, or the members of a particular category. Any assessment levied by the NEB must be ratified in a referendum under Article 22 by the Full Members affected. Failure to pay an assessment will lead to automatic suspension from or termination of membership under Article 5.11.
- 18.03 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.
- 18.04 The DGC fiscal year shall be determined by the NEB.

- 18.05 (a) All monies payable to a 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 Council and shall constitute the property of that Council.
- (b) All monies payable to the DGC by an employer pursuant to the terms of a NCA, including but not limited to dues checkoffs, Producer's levy, permit fees and training fees shall be paid to the DGC and shall constitute the property of the DGC.
- 18.06 DGC shall, through the NEB, act as the settlor of a trust (the "DGC Health and Welfare Plan") to provide life, health and related insurance benefits to the members of DGC and any other persons on whose behalf contributions are made by employers. The trust shall be vested in a Board of Trustees comprised of the President, Vice-President, Secretary-Treasurer, National Executive Director and any other Member appointed to serve at the pleasure of the NEB. 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.
- 18.07 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.
- 18.08 Each Council shall collect on behalf of the trustees of the DGC Health and Welfare Plan all health and welfare contributions payable under a CCA, 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 under a CCA shall constitute the property of the trustees of the DGC Health and Welfare Plan.
- 18.09 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.
- 18.10 By February 28 each year, each Council must file its audited financial statements with the Secretary-Treasurer of the DGC.
- 18.11 The NEB may in its discretion require a Council to file monthly or quarterly financial statements.
- 18.12 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.

- 18.13 All Councils must contribute annually to the DGC an amount based on each Council's total gross revenues from all sources in the Council's previous fiscal year. This requirement shall not apply during the first three full fiscal years of any new Council. These contributions shall constitute the property of the DGC. Such annual amount shall be no less than 15% or such other percentage to a maximum of 25% (which percentage shall be the same for each District Council, except as otherwise herein provided in respect of new Councils) as determined from time to time by the NEB by resolution approved by all NEB members.
- 18.14 Each Council shall pay its contribution to the DGC in instalments payable on the first day of each quarter of the DGC fiscal year.
- 18.15 A Council has no responsibility for any deficit, liability or obligation of any nature or kind of the DGC, and neither the DGC nor any Council has any responsibility for any deficit, liability or obligation of any kind of any other Council.
- 18.16 The NEB shall select the chartered bank with which the DGC shall conduct its financial affairs.
- 18.17 Any cheque or negotiable instrument issued on behalf of the DGC shall be executed by any one officer and one of the DGC National Office staff designated by the NEB.

## **ARTICLE 19**

### **Rival Organizations**

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- 19.01 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 Council.
- 19.02 Where the NEB decides that an organization is rival, all Members will be notified of that decision in a manner determined by the NEB. A Council cannot overturn a decision by the NEB that a particular organization is rival.
- 19.03 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:
- (a) is deemed to have a conflict of interest with the DGC, and

- (b) will have ten days following the mailing of the NEB's decision in which to resign his membership in, resign his executive, staff or elected or appointed Board position with, renounce his allegiance to, and cease promoting the objects of the rival organization.
- 19.04 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 organization subjects himself to expulsion from the DGC, or to suspension from or termination of membership in accordance with Articles 19.05 and 19.06.
- 19.05 Except where Article 19.06 applies, a suspension, termination or expulsion under Article 19.04:
- (a) is not effective unless and until a hearing is held under Article 17, and
  - (b) may be imposed on such terms as are considered appropriate by the Hearings Committee.
- 19.06 The membership of any Member who occupies or who accepts an executive, staff or elected or appointed Board position with an organization declared to be rival shall automatically be terminated without recourse to Article 17 or a hearing thereunder.

## ARTICLE 20

### Amendments

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- 20.01 A proposed amendment to this Constitution, as amended from time to time, will be put to a vote only if submitted in writing to the NEB under the signatures of at least ten Full Members.
- 20.02 Full Members may from time to time enact amendments to this Constitution relating in any way to the DGC or to the conduct of its business and affairs, including, but not limited to, proposed amendments providing for applications for supplementary letters patent, but no amendment to this Constitution shall be effective until sanctioned by at least two thirds (2/3rds) of the votes cast by Full Members in either of the two following manners, such manner to be chosen by the NEB, in its discretion:
- (a) by a vote of Full Members conducted by mail ballot for the purpose of considering same, provided that in order for such a vote to be valid, at least ten percent (10%) of Full Members must return ballots. Such a vote shall take place during a period of

thirty (30) days, commencing on the fourteenth (14<sup>th</sup>) day after ballots are mailed. The deadline for return of ballots may be extended to a specific date by the NEB in the event of a disruption to postal services or any force majeure: or

- (b) by a vote of Full Members in person or by proxy at a meeting of the Members duly called for the purpose of considering same, together with mail ballot votes, if any, submitted in accordance with Article 20.03.

and any amendment not embodied in the Letters Patent shall not be enforced or acted upon until the approval of the Minister of Industry, or its successor, in respect thereof has been obtained.

- 20.03 Any notice of meeting of the Members given in respect of a proposed amendment to this Constitution may, if the NEB so chooses, specify that Full Members are entitled to vote by mail ballot. In such event, the form of mail ballot shall be attached to the notice of such meeting and such notice shall specify that the mail ballot must be completed, signed by the Full Member and received by the Secretary of the DGC (at the address specified) at least 72 hours before the meeting at which the Member wishes to record his or her vote. Any votes received by mail ballot after such time shall not be counted for purposes of the meeting. In the event that a Member properly submits both a mail ballot and a proxy to vote on any such proposed amendment, the vote specified by such Full Member on the mail ballot shall govern such Member's vote on such amendment regardless of the date set out on either of them or the order in which both were received by the DGC.

## ARTICLE 21

### Merger, Amalgamation or Affiliation

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- 21.01 The DGC may merge, amalgamate, affiliate or combine in whole or in part, with any other union, association or organization:
- (a) provided that the merger or amalgamation is approved by a unanimous vote of the NEB; and
  - (b) not less than two-thirds (2/3rds) of all Full Members return ballots and two-thirds (2/3rds) of the votes cast in a referendum on the question conducted are cast in favour of such action.
- 21.02 The DGC may combine or coordinate its activities, or affiliate or associate with any other union, association or organization, provided that a majority vote of the NEB supports such action.

21.03 A Council shall neither merge or amalgamate in whole or in part, nor become an affiliate of, any labour or trade union, unless otherwise required by applicable law, unless:

- (a) The Executive Board of the Council has unanimously approved such action; and
- (b) Such Council has provided the NEB with written notice of such action at least thirty (30) days prior to such action being initially proposed, by mail or otherwise, to the members of such Council; and
- (c) Not less than two-thirds (2/3rds) of all Full Members of such Council return ballots and two-thirds (2/3rds) of the votes cast in a referendum on the question conducted are cast in favour of the action provided such referendum is completed within ninety (90) days from the date that notice contemplated in sub article (b) has been provided to the NEB. An independent scrutineer should be appointed to confirm the results of such vote.

For purposes of this section 21.03, "affiliate" means to formally become a recognized affiliate of such labour or trade union, association or organization.

21.04 A 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 Council to the DGC.

## ARTICLE 22

### Referenda

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- 22.01 The NEB may submit to all Full Members or to Full Members in a particular category a question to be decided by those Members by way of referendum, except in those circumstances that the Act requires a meeting.
- 22.02 The vote on any referendum question or proposal shall be conducted by mail ballot.
- 22.03 Except as contemplated in Articles 21.01 and 7.06(b), twenty-five percent (25%) of all Full Members or Full Members in a particular category must return ballots in order for the referendum to be valid. A simple majority vote of returned ballots shall determine the issue.
- 22.04 A referendum decision shall have the effect of amending or repealing any conflicting NEB resolution.

- 22.05 The referendum ballot shall specify a time limit equal to thirty (30) days commencing on the fourteenth (14<sup>th</sup>) day after ballots are mailed, within which the ballot must be returned.

## ARTICLE 23

### Notices

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- 23.01 Any notice required to be sent to any Member shall be sent by courier, email, mail or facsimile or other electronic transmission to the Member's address or facsimile number as last reported to the DGC.
- 23.02 Where a notice is sent by mail, service of the notice is deemed to be effective on the fourteenth 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. All periods of time shall run from the date on which the notice is deemed to be effective.
- 23.03 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.
- 23.04 Any defect in the giving of notice shall 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.
- 23.05 Any notice for a meeting of the NEB or the Members at which special business will be conducted shall provide sufficient information to form a reasoned judgment.
- 23.06 The statutory declaration of the Secretary-Treasurer or the Chair of any meeting of the NEB or Members that notice of the meeting has been given pursuant to this Constitution, shall be sufficient and conclusive evidence of the giving of such notice.
- 23.07 No error or omission in giving notice for a meeting of the NEB or Members shall invalidate such meeting, or invalidate or make void any proceedings taken or had at such meeting, and any Member or NEB member may, at any time, waive notice of any such meeting and may ratify and approve any or all proceedings taken or had thereat.

## ARTICLE 24

### General

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- 24.01 The DGC shall operate and conduct its affairs throughout Canada.
- 24.02 The DGC shall maintain a National Office comprised of DGC staff.
- 24.03 Any procedural matter not provided for herein shall be governed by Robert's Rules of Order.
- 24.04 Except where expressed otherwise herein or in the Act, any matter requiring a vote shall be decided upon a simple majority of votes cast on the matter put to a vote. If the vote is conducted by ballot, then spoiled ballots will not be counted.
- 24.05 Except where expressed otherwise herein, any vote may be made by proxy, and a proxy vote shall be accepted to establish quorum at any membership meeting.
- 24.06 The masculine gender used herein shall mean and include the feminine and the feminine gender used herein shall mean and include the masculine, as applicable. The singular shall include the plural and the plural shall include the singular, as applicable.
- 24.07 Any power not expressly granted to the NEB or a Council pursuant to the DGC Constitution or the applicable Council constitution shall be deemed to be vested in the NEB.
- 24.08 The invalidity or unenforceability of any provision of the DGC Constitution shall not affect the validity and enforceability of any other provision of the DGC Constitution, which other provision shall remain in full force and effect.
- 24.09 Each Council must advise the DGC National Office and the DGC National Office must advise each Council immediately of any change and the effective date of any change in the status of a Member, including but not limited to expulsion of the Member, or suspension from or termination of the membership of the Member. For greater certainty and except as provided for in Article 3.15(a), any decision regarding the suspension, termination or withdrawal of a Member from any Council does not become effective until such decision is reviewed and approved by the NEB.

- 24.10 All governing documents and resolutions pertaining to Articles 20 (Amendments) and 21 (Merger) and 22 (Referenda) and other notices shall be made available in English and French.
- 24.11 In carrying out its objects, powers and obligations, a 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 NEB after written notice thereof. However, in no event shall the DGC be liable or responsible for autonomous acts of a Council. In no event shall a Council be liable or responsible for autonomous acts of the NEB or the DGC. 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 or their respective executive board, officers or employees.

## ARTICLE 25

### National Directors' Division

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- 25.01 A National Directors' Division of the DGC is established whose members shall consist of all Directors, Second unit Directors and Associate Directors.
- 25.02 The mandate and functions of the National Directors' Division are as follows:
- (a) the Executive Committee of the National Directors' Division ("the Executive Committee") shall prepare a Standard Directors' Schedule for each round of collective bargaining of the various CCA's which will become a bargaining objective of the District Councils subject to endorsement by a majority of the members of the National Directors' Division. The Executive Committee will 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,
  - (b) the Executive Committee will propose policies on other issues affecting the interests of Directors, including the following matters,
    - (i) Lobbying for national and international policy issues affecting Directors,
    - (ii) Membership standards affecting Directors,
    - (iii) Mobility issues affecting Directors,
    - (iv) National marketing and promotion affecting Directors,

- (v) Authorship and copyright issues affecting Directors,
- (vi) All reciprocal agreements affecting Directors, and,
- (vii) Any other issues relevant to Directors.

- 25.03 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.
- 25.04 The Executive Committee shall be comprised of the National Director Representative, the elected or appointed Director Representatives of each District Council and a Director who is an International Member of the DGC who shall be appointed by the other members of the Executive Committee. In the event that a Director Representative is not elected for or appointed by any District Council, the other members of the Executive Committee shall appoint a Director who resides in the province of such District Council to be a member of the Executive Committee.
- 25.05 The representative elected pursuant to Article 14.11(a) to represent the National Directors' Division on the NEB shall be the Chair of the Executive Committee.
- 25.06 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.
- 25.07 The provisions of Article 12 of the Constitution shall apply to the Executive Committee with the following exceptions, namely:
- (a) notwithstanding Article 12.01, the President shall not be a member of the Executive Committee,
  - (b) notwithstanding Article 12.02, a quorum for any meeting of the Executive Committee shall be five (5) members present in person or by conference call and any matter before the Executive Committee shall be decided upon a simple majority vote of members of the Executive Committee who are present or are participating by way of conference call.