CONSTITUTION AND BYLAWS

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(Housekeeping update, February 2019)
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Constitution

1. The Canadian Actors’ Equity Association as presently constituted shall be continued as a voluntary association, and shall be known in this Constitution and all Bylaws as the Association.

OBJECTS

2. The objects of the Canadian Actors' Equity Association are:
   (a) to support the general welfare and advancement of the performing arts not limited to but focusing more particularly on the theatrical performing arts and those engaged in theatrical production;
   (b) to negotiate collective bargaining agreements for its members;
   (c) to advise and assist its members in obtaining engagements and to improve their remuneration and working conditions;
   (d) to assist in the perpetuation of all theatrical institutions;
   (e) to negotiate and lobby for legislation and legislative interpretation for the improvement of working conditions, compensation, general welfare and advancement of the performing arts;
   (f) to co-operate with any other association to carry out the objectives of the Canadian Actors’ Equity Association;
   (g) to assist members in pursuing their lawful rights and remedies.

MEMBERS

3. The members of the Association shall be those persons presently members of Canadian Actors’ Equity Association and those persons who may qualify and be admitted as members as provided by the Bylaws.

COUNCIL

4. The affairs of the Association shall be managed by a Council comprised of at least 20 members with one member from each Region and additional members from a Region based on the number of members in the Region proportionate to the total membership.

5. For the better governing and advancement of the objects of the Association, Council is empowered to pass bylaws providing for:
   (a) standards of conduct and rules for members, discipline procedures and sanctions for members found to be acting contrary to the Constitution and Bylaws or in a manner detrimental to the members;
Constitution

(b) classes of members and admission to the Association;
(c) dues, fines, fees and assessments to be paid by members;
(d) the rights and duties of members;
(e) the duties and powers of Council;
(f) election of Council members and officers of Council;
(g) establishment of Regions;
(h) banking and finance and appointment of auditors;
(i) the appointment and terms of appointment of an Executive Director;
(j) meetings of members and Council;
(k) procedures for amending the bylaws;
(l) any other matter deemed necessary by the Council to advance or carry out the objects of the Association.

6. The Head Office of the Association shall be at such place in the City of Toronto as Council may determine from time to time.

7. Where the Council has considered and approved an amendment to the Constitution, such amendment shall be made after an affirmative vote of not less than 75% of the membership voting in a referendum sent to all members.
DEFINITIONS

1. The following terms, wherever used in these bylaws, shall be defined as follows:

(i) artist – a person pursuing a professional career within the jurisdiction of the Association;

(ii) Association – the Canadian Actors’ Equity Association, both as an organization of its members, and as represented by its Council and its staff, respectively working in their assigned capacities;

(iii) defaulting engager: engagers who owe outstanding fees, benefits, or any other sums to Equity members, or who are otherwise in a material and unresolved breach of a contractual agreement with the Association or any of its members, may be declared ‘defaulting engagers’;

(iv) engagement permit – leave for a non-member to be engaged under a form of contract otherwise reserved for Equity members;

(v) good standing – a member who is not in arrears or under suspension and who is not under any other restriction as the result of disciplinary proceedings;

(vi) Jurisdiction – professional live performance in Canada and tours originating in Canada, including theatre, opera, entertainment, dance, ballet, industrial show, cabaret or concert performance: as declared in legislation, certification, and our scale and other engagement agreements; as mutually recognised through historical practice; and as amended by agreement with any other professional performing artists’ association or union;

(vii) harassment – a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome; and as further defined in the Association’s Harassment Policy;

(viii) non-resident – a person who is not a permanent resident or citizen of Canada;

(ix) performer – a member whose primary discipline of work is in performance within the jurisdiction of the Association (e.g. an actor, singer, opera singer, dancer, ballet dancer);

(x) permanent resident - a person who has been granted permanent resident status by the Government of Canada;

(xi) suspension – a restricted membership status, as the result of monies owing to the Association, or as the result of disciplinary proceedings;
Bylaws

(xii) unit company – a recognized company of non-resident artists, temporarily operating within the Association’s jurisdiction; and

(xiii) withdrawal – a restricted membership status, wherein a member may elect to temporarily place their regular membership on hiatus without penalty.

MEMBERSHIP

2. An artist who wishes to become a member of the Association shall sign an application for membership.

3. Every artist who meets the qualifications as set out in these bylaws shall be admitted as a member.

4. Every member agrees to be bound by the constitution, bylaws, collective agreements of the Association, and rules and orders of Council.

5. As a condition of membership, an artist shall be required to change their professional name where there is a conflict with the name of an existing artist.

MEMBERSHIP CLASSES

6. There shall be the following classes of members:
   (i) regular members;
   (ii) regular - extended visa members;
   (iii) non-resident members;
   (iv) honorary members;
   (v) life members;
   (vi) associate members;
   (vii) withdrawn members; and
   (viii) suspended members.

Regular Members and Regular - Extended Visa Members

7. Artists who are citizens of Canada or permanent resident in Canada and who have performed or who have contracted to perform under a Canadian Actors’ Equity Association contract shall be eligible as regular members.

7.1
   (a) Regular - extended visa membership is a limited-term form of regular membership for non-resident artists who have relocated to Canada on a long-term basis, but who do not qualify for regular membership. This includes artists:
      (i) having serial engagements with the same engager; or
Bylaws

(ii) who are not yet citizens or permanent residents, but who have a visa permitting work within our jurisdiction, not restricted to a single engager.

(b) The Association shall have full power to grant, refuse or rescind regular - extended visa membership.

(c) An artist previously accepted as a non-resident member on the terms and conditions set out in Article 8, will become eligible for regular - extended visa membership upon renewal of the engagement for which non-resident membership was initially granted.

(d) An artist admitted to the country with a visa permitting work within our jurisdiction, but not restricted to a single engager, is eligible for regular - extended visa membership for the first and subsequent engagements.

(e) The regular - extended visa member shall have all rights and obligations a regular member.

(f) Regular - extended visa membership automatically terminates when:
   (i) the serial engagement for which the membership status was initially approved is terminated, ends, or is not renewed; or
   (ii) the applicable visa expires and is not renewed.

(g) Where a regular - extended visa member attains the status of a Canadian permanent resident, the artist may apply to become a regular member of the Association without payment of a new initiation fee.

Non-Resident Members

8. (a) The Association shall have full power to grant, refuse, rescind or extend non-resident membership.

(b) Artists legally admitted to Canada solely for the purpose of engagement in a theatrical production shall be eligible as non-resident members on the terms and conditions set out in Article 8, provided that the Association has approved of the engagement prior to the entry of the artist into Canada.

(c) Within the theatre discipline, and where a reciprocal agreement does not provide for a different process, the Association may admit an artist as a non-resident member only in circumstances that do not disadvantage Equity members. Without limitation, this shall preclude:
   (i) replacement of Equity members, except where the skills of the non-resident applicant are unique or essential to the success of a production employing Equity members;
Bylaws

(ii) where the applicant is a theatre, granting non-resident membership to an artist without demonstrated “star” recognition; and

(iii) where the applicant is an individual, granting non-resident membership without evidence that application has also been made for permanent resident status, a Social Insurance Number, and an appropriate work visa.

(d) The term of membership of a non-resident member shall be restricted to the period of the engagement contract and the engagement for which the non-resident member was approved. The Association may when so requested extend or renew the term of membership of a non-resident member.

(e) A non-resident member shall pay to the Association:

(i) on the first occasion of becoming a non-resident member, the full initiation fee of the Association;

(ii) basic dues while under contract, at the rate set out in Article 90; and

(iii) working dues at the rate set out in Article 94.

(f) As of the termination of the approved engagement, a non-resident shall not pay basic dues. However, a non-resident member by virtue of a reciprocal agreement with the Association may voluntarily continue to pay basic dues.

(g) Excepting those non-resident members by virtue of a reciprocal agreement with the Association, a non-resident is not eligible for further non-resident membership within the six month period following the termination of the approved engagement. Notwithstanding the provisions of this sub-article, where a non-resident is engaged to perform the same role that they previously performed as a non-resident member, the Association may re-admit the artist as a non-resident member within the ensuing six month period.

(h) During the term of membership, a non-resident member shall obey and be subject to all rules and bylaws of the Association but shall have no vote in any meeting.

(i) Where a non-resident attains the status of a Canadian permanent resident, such non-resident may become a regular member of the Association.

Unit Company

9. (a) The Association may grant and approve unit company status in the engagement of non-residents where the Association is satisfied that:
Bylaws

(i) the company is a repertory organization that will present at least one full production from its repertoire for an engagement not to exceed 12 weeks in Canada;

(ii) the company is of internationally recognized status and considered to be of the highest artistic standard and reputation;

(iii) the company has established its identity over a period of at least five years; and

(iv) the production(s) intended to be presented are regularly on the production schedule of the company.

(b) Where an artist is performing in a recognized unit company organized outside Canada, such artist shall pay the initiation fee at the rate of 50% of the amount set out in Article 89, and basic and working dues as set out in Articles 90 and 93.

Honorary Members

10. (a) Council may admit as honorary members those persons who are not members but who have been conspicuous in promoting the objects of the Association or who have made an outstanding contribution to the performing arts.

(b) Honorary members may not vote and shall have neither rights nor obligations of membership.

Life Members

11. (a) Council may elect as life members those members of the Association whom Council deems to have made an outstanding contribution to the performing arts and to Canadian Actors' Equity Association.

(b) Life members shall pay no dues but shall have all rights and obligations of membership.

Associate Members

12. (a) The Association may admit as an associate member an artist who is a resident of Canada engaged in one or more productions under a single Equity contract where the engagement is for a period of less than three months.

(b) An artist shall pay half of the initiation fee plus the full current period’s dues before being granted an associate membership.

(c) An associate member must agree, where an engagement is obtained within two years after the date of becoming an associate member, to pay the balance of the initiation fees and the dues for the current period and to become a regular member of the Association.
Bylaws

(d) An associate member shall have all the rights, privileges, duties and obligations of a member but shall not be entitled to any vote or to hold any office.

Withdrawn Members

13. (a) A member may elect to temporarily withdraw from regular membership in the Association for a period of at least one year by application in writing to the Executive Director. Withdrawal is not available to members under suspension.

(b) A withdrawn member shall not provide services, with or without a contract, within the jurisdiction of the Association.

(c) A withdrawn member shall not have the privileges or rights of a regular member, but shall continue to abide by all laws and regulations of the Association.

(d) A withdrawn member shall not be eligible to attend any meetings of the Association or to cast any vote.

(e) A withdrawn member shall not be liable for any dues, fees or penalty assessments to the Association while being a withdrawn member.

(f) Notwithstanding the terms of sub-article (e), where a withdrawn member is signed to a contract within the jurisdiction of the Association within one year of going on withdrawal, their withdrawn status is reversed, and the member shall be liable for all unpaid and current dues, and any penalties on missed dues payments, as if the member had not gone on withdrawal.

(g) Where a withdrawn member, after the expiry of at least one year of being a withdrawn member, applies to resume their status as a regular member, such member shall pay a reinstatement fee of $25, basic dues for the current billing period, plus any dues or penalties owing at the time of becoming a withdrawn member.

(h) Where a member provides services, with or without a contract, in contravention of Article 13(b), such member shall pay, prior to the first day of engagement, a reinstatement fee of $25, basic dues for the current billing period, and any dues or penalties owing at the time of becoming a withdrawn member, failing which the theatre shall be advised to deduct and remit the full amount outstanding.

Suspended Members

14. (a) A suspended member shall not accept any contract for services within the jurisdiction of the Association;
Bylaws

(b) A suspended member shall not have the privileges or rights of a regular member, but shall continue to abide by all laws and regulations of the Association.

(c) A suspended member shall not be eligible to attend any meetings of the Association or to cast any vote.

(d) A suspended member shall remain liable for all past and current dues and penalties as they accumulate, to the maximum set out in Article 99.

JOINING PROGRAM

Engagement Permits

15. (a) Engagement permits are offered to non-members, to facilitate initial engagements under the terms of a Canadian Actors’ Equity Association performer or stage management contract, in theatre only. Engagement permits offer access to professional experience and professional contracts, while not immediately binding artists to the obligations of regular membership at a time when their future career path within the jurisdiction of the Association is uncertain.

(b) An artist wishing to pursue a career within the jurisdiction of the Association as a performer or stage manager in theatre, who is a citizen of Canada or permanent resident in Canada, shall be eligible for an engagement permit upon being offered a Canadian Actors’ Equity Association contract.

(c) A professional artist ordinarily working in a discipline not within the jurisdiction of the Association, and not wishing to pursue a career within the jurisdiction of the Association as a performer or stage manager in theatre, who is a citizen of Canada or permanent resident in Canada, shall be eligible for an engagement permit upon being offered a Canadian Actors’ Equity Association contract.

(d) Notwithstanding the terms of Articles 15(b) through (d), engagement permits will be granted for artists working in stage management only if it can be demonstrated that there are no suitable regular member stage managers available for the production.

(e) Notwithstanding the terms of Articles 15(b) through (d), the Association may, in its absolute discretion, require joining where:

(i) the artist is a member of another performing arts association or union;

(ii) the artist has a significant existing professional career in live or recorded performance;
Bylaws

(iii) the engagement is in excess of 10 weeks;
(iv) the engagement is on a commercial (Sector 2) contract; or
(v) the artist will be working in the jurisdiction of an association with which the Association has a reciprocal agreement requiring membership.

(f) An artist working under an engagement permit contract shall work under the same terms as a regular member for the duration of the engagement permit contract, with the exceptions that the artist shall not:

(i) be eligible to vote for or serve as a deputy;
(ii) be eligible to contribute to the Association’s registered retirement savings plan or non-registered savings plan; and
(iii) be eligible for insurance coverage beyond the coverage terms ordinarily available to members through payment of basic dues.

(g) In lieu of working dues or basic dues, an artist working under an engagement permit contract shall pay the filing fee set out in Article 24 by source deduction for each engagement permit contract. This fee shall be applied to the eventual initiation fee paid by the artist, to a maximum of $333 per engagement. Filing fees paid in excess of this amount are non-refundable. Excess payments made toward the applicable initiation fee, are non-refundable, except as provided in Article 89.2.

(h) The artist shall also pay a filing fee by source deduction, in an amount equivalent to the insurance premium applicable to the contract.

(i) For an artist working under an engagement permit contract, and who is also pursuing membership through apprenticeship, each engagement permit contract will count as an apprenticeship credit, including retroactively.

15.1 For the purposes of Articles 16 and 23(b):

(i) engagement permit contracts of 14 days and more, including free days, will count as one engagement permit contract;

(ii) for shorter contracts, each 12 workdays aggregated across multiple engagement permit contracts will count as one engagement permit contract; and

(iii) remounts and tours of the same original production, with the artist engaged in the same role or position, will count as one engagement permit contract.
Bylaws

Limits on Engagement Permits

16. An artist working as a performer or a Stage Manager in theatre is expected to join the Association after a maximum of four engagement permit contracts.

17. (a) Contributions to the initiation fee expire three years after the start of the associated engagement permit contract.
(b) If extenuating circumstances prevent the artist from being able to join in a timely manner, and avoid expiry of contributions, the artist may ask to have the expiry period of the contributions extended.
(c) To apply for an extension, the artist must write a letter of application to the Executive Director, who will determine if an extension may be granted.
(d) If granted, the expiry period for each existing contribution to the initiation fee is extended by one year, for which the extension fee set out in Article 24 is payable.

Apprenticeships

18. (a) Apprenticeship credits are granted to non-members, in recognition of experience gained while working on productions governed by a Canadian Actors’ Equity Association scale agreement or engagement policy.
(b) An artist wishing to pursue a career within the jurisdiction of the Association as a performer or stage manager, who is:
(i) a citizen of Canada or permanent resident in Canada;
(ii) 16 years of age or older; and
(iii) not a member of any professional performing artists’ association or union;
may be engaged as an apprentice on productions governed by a Canadian Actors’ Equity Association scale agreement or engagement policy, outside the terms of the applicable policy or contract.
(c) One credit is granted for each completed registered engagement as an apprentice.
(d) An artist engaged as an apprentice shall pay the applicable apprenticeship fee set out in Article 24 for each credit granted, which amount shall comprise a fee for Association services and an amount to be applied to the eventual initiation fee paid by the artist.
(e) Once the number of credits set out in Articles 22(b) and 23(c) as applicable has been acquired, the portion of the apprenticeship fee that goes toward the initiation fee is no longer levied. The artist may voluntarily pay the entire apprenticeship fee for subsequent credits, and continue to reduce their eventual initiation fee.
Bylaws

19. (a) Except where an artist pursuing membership through apprenticeship has had a prior engagement permit contract, a first apprenticeship credit may only be acquired for participation in productions governed by one of the negotiated scale agreements, or the Independent Theatre Agreement.

(b) Subsequent credits may be granted for participation in productions governed by any one of the negotiated or promulgated scale agreements or engagement policies, where:

(i) 50% plus one of the participants are Equity members and 66.6% of the performers are Equity members; and

(ii) the stage manager and director are Equity members.

Stage Management Apprenticeships - Additional

20. (a) An artist working in stage management, who has graduated from a post-secondary theatre program at an accredited university, college or conservatory, and who has completed their first registered apprenticeship, may retroactively apply for an additional credit in recognition of:

(i) completion of stage management training as part of that theatre program; or

(ii) work done as a stage management apprentice on a professional production as part of that theatre program.

A credit granted in this way does not count as a “second engager” credit.

(b) Credit for professional work done outside of the umbrella of Equity, or a “body of work” credit, shall be considered upon application to the Executive Director.

(c) To apply for credits under Articles 20(a) or (b), the artist must write a letter of application the Executive Director, who will determine if a credit may be granted.

Limits on Apprenticeships

21. (a) A non-member artist working as a performer may acquire an unlimited number of apprenticeship credits.

(b) A non-member artist working in stage management may acquire a maximum of eight apprenticeship credits, where the credits have been earned with a single engager, or a maximum of 10 apprenticeship credits, where the credits have been earned with multiple engagers. In all cases, the artist must register for each production in order to receive credit.
Bylaws

(c) Contributions to the initiation fee expire three years after the start of the associated apprenticeship engagement.

(d) If extenuating circumstances prevent the artist from acquiring sufficient apprenticeship credits to join in a timely manner, and avoid expiry of contributions, the artist may ask to have the expiry period of the contributions extended.

(e) To apply for an extension, the artist must write a letter of application to the Executive Director, who will determine if an extension may be granted.

(f) If granted, the expiry period for each existing contribution to the initiation fee is extended by one year, for which the extension fee set out in Article 24 is payable.

Joining as a Regular Member for Performers in Theatre

22. (a) An artist working as performer, may apply to the Association to join as a regular member in accordance with Articles 2 and 89, at any time after signing their first Equity contract.

(i) If acceptance to membership is completed by the end of the first two weeks of a contract, the filing fees deducted for that entire contract will be applied toward working dues, RRSP contributions and insurance premiums, as for regular members.

(ii) If acceptance to membership is completed following the first two weeks of a contract, the filing fees deducted for that entire contract will be applied as for an engagement permit contract.

(b) An artist working as a performer may apply to the Association to join as a regular member without reference to a contract, in accordance with Articles 2 and 89, upon acquisition of three apprenticeship credits, including those acquired under the terms of Article 15(i).

(c) When pursuing membership through both a registered apprenticeship and engagement permits, an artist may make use of either joining option (Article 22(a) or (b)) as it becomes available.

Joining as a Regular Member for Stage Managers

23. (a) As a general rule, an artist working in stage management may only join as a regular member through demonstrated experience gained under productions governed by a Canadian Actors’ Equity Association agreement or engagement policy.
(b) An artist working in stage management may apply to the Association to join as a regular member in accordance with Articles 2 and 89, at any time after signing their fourth or subsequent engagement permit contract.

(i) If acceptance to membership is completed by the end of the first two weeks of a contract, the filing fees deducted for that entire contract will be applied toward working dues, RRSP contributions and insurance premiums, as for regular members.

(ii) If acceptance to membership is completed following the first two weeks of a contract, the filing fees for that entire contract will be applied as for an engagement permit contract.

(c) An artist working in stage management may apply to the Association to join as a regular member without reference to a contract, in accordance with Articles 2 and 89:

(i) upon acquisition of eight apprenticeship credits, including credits acquired under the terms of Article 15(i), and including at least two credits acquired on productions governed by one of the negotiated scale agreements, or the Independent Theatre Agreement; or

(ii) upon acquisition of six apprenticeship credits, including credits acquired under the terms of Article 15(i), where those credits have been acquired with at least two different engagers and include at least two credits acquired on productions governed by one of the negotiated scale agreements, or the Independent Theatre Agreement.

(d) When pursuing membership through both a registered apprenticeship and engagement permits, an artist may make use of either joining option (Article 23(b) or (c)) as it becomes available.

(e) Where it can be demonstrated that an undue restriction (geographical or other) prevents an artist from completing the requirements of Article 23(b)(ii), despite having taken all reasonable steps to do so, the artist, having completed no less than four credits, may apply to the Executive Director to join the Association without reference to a contract.
Joining Program Fees

24. The following fees apply:
   (i) filing fee for the first four engagement permit contracts – 8.25% of the engagement fees;
   (ii) apprenticeship fee for performers – $150, of which $125 will be applied to the eventual initiation fee;
   (iii) apprenticeship fee for stage management – $75, of which $62.50 will be applied to the eventual initiation fee; and
   (iv) extension fee – $25.

25. Repealed.

RESIGNATION

26. A member who wishes to resign from the Association shall submit to Council an application to resign in writing signed by the member, acknowledging the option to withdraw but declining it, undertaking to terminate their professional career and agreeing to abide by all terms that Council may determine at the time of any future application for reinstatement.

27. On an application to resign, Council shall not accept the resignation where the member is:
   (i) indebted to the Association;
   (ii) suspended;
   (iii) in breach of any provision of the Constitution or Bylaws of the Association;
   (iv) the respondent in a current complaint proceeding; or
   (v) in breach of any proper ruling of Council or its proper agent.

28. Council may, on receiving an application to resign:
   (i) accept the resignation; or
   (ii) decline the resignation pursuant to Article 27.

29. (a) Where a resigned member wishes to become a member the resigned member shall apply to the Executive Director, who may accept the application on the terms set out in Article 29(c).
   (b) Where the Executive Director believes that reasonable grounds exist to deny the application, the matter will be placed on the next Council agenda for its decision.
   (c) On acceptance of the application under Articles 29(a) or (b), the member shall pay the initiation fee of the Association and the dues for the current period.

29.1 A resigned member who wishes to rejoin shall not be eligible for engagement permits or engagement as an apprentice.
EXPULSION

30. If a member has been expelled pursuant to Article 61.1(iv), Council may re-admit the expelled member to the Association where such member:
   (i) has been offered an engagement contract within the jurisdiction of the Association;
   (ii) applies in writing for re-admission;
   (iii) pays all monies owing to the Association; and
   (iv) pays the full initiation fee.

DUTIES OF MEMBERSHIP

Membership Card

31. All members in good standing will be given a membership card that will act as proof of membership and may be required to allow access to auditions, meetings, discounts, and other member privileges.

Contracts

32. (a) Members of the Association must sign an appropriate engagement contract as determined by the Association, which must be signed by the engager before the member commences an engagement. A member shall send a copy of this contract to the office of the Association within one week after the contract is executed by the member and the engager.

   (b) No Equity member is permitted to enter into a contractual relationship with a defaulting engager, as determined by the Association.

   (c) A member who fails to file a copy of a contract with the Association shall, upon receiving notice from the Association, pay a fine of $25.

   (d) Any fine not paid as required by Article 32(c) shall be added to the dues payable by the member under Article 90.

Address and Discipline

33. Each member of the Association shall be responsible for maintaining on record, at the Head Office of the Association:
   (i) a current address and such address shall be considered the correct address of the member for all Association business, and Registered Retirement Savings Plan;
   (ii) the current electoral region to which the member belongs for voting purposes; and
   (iii) the work discipline (e.g. actor, singer, dancer, director, stage manager, choreographer, fight director) for which the artist is principally engaged.
STANDARDS OF CONDUCT AND THE DISCIPLINARY PROCESS

34. The Association recognizes that the members of Equity, as professional artists, aspire to the highest standards in the practice of their craft. In the context of this endeavour, the Disciplinary Process is intended to address the needs of the members while maintaining and enhancing professional working relationships. The goal is resolution.

Complaints

35. Any person, or the Association, may file a complaint against any member of the Association who:
(i) engages in workplace violence, or workplace discrimination, harassment or reprisal, as defined in the Association's Respectful Workspace Policy;
(ii) acts in an unprofessional manner;
(iii) is in conflict of interest to the detriment of another member of the Association;
(iv) acts in a manner detrimental to the objects of the Association;
(v) fails to pay any monies owing to the Association;
(vi) refuses to fulfil a contract without reasonable cause; or
(vii) violates any of the Association's agreements.

36. In Articles 37 through 82:
(a) use of the singular “complainant”, “respondent”, “appellant” or “member” shall be understood to equally apply in the plural where such is the case; and
(b) use of “Executive Director” shall be understood to mean Executive Director or their designate.

Filing and Filing Deadlines

37. Complaints against a member shall be made in writing, signed by the complainant, and delivered to the Executive Director.

38. The Association will provide a filing template and resource document for guidance. The complainant need not use the filing template, but must include all the information required by the template form. If Council accepts the complaint for action, all information provided in the filing will be shared with the respondent, with the exception of items flagged as confidential in the filing template.

39. In order to ensure a fair process for all parties to a complaint, and so that the Association has a reasonable prospect for definitive findings and resolution of the matter, complaint filings must be made in a timely manner.
Bylaws

(a) The filing deadlines for complaints are as follows. For a complaint involving:

(i) sexual assault: no deadline;

(ii) workplace violence, or workplace discrimination, harassment or reprisal filed under Article 35(i): two years from the date on which the complainant became aware of the incident(s) giving rise to the complaint;

(iii) general unprofessional and prejudicial behaviour filed under Article 35(ii) through (iv): 12 months from the date on which the complainant became aware of the incident(s) giving rise to the complaint; or

(iv) administrative infractions filed under Article 35(v) through (vii): three months from the date on which the complainant became aware of the incident(s) giving rise to the complaint.

(b) Where there is a series of incidents giving rise to the complaint, the deadline will be calculated from the date of the most recent incident.

(c) The filing will be deemed to have met the applicable deadline when the initial request to file a disciplinary complaint is made within that deadline.

(d) Where a complaint fails to meet the applicable deadline, Council may still decide to accept the complaint where it is satisfied that:

(i) the delay was incurred in good faith; and

(ii) no substantial prejudice will result to any person affected by the delay.

39.1 For complaints brought under Article 35(i), Council and/or the Executive Director may allow such reasonable flexibility in the process, timelines and deadlines of Articles 40 through 79 as deemed advisable in the circumstances, provided such accommodations do not compromise the integrity of the process as a whole.

As of July 6, 2018, for a period of two years, there shall be no deadline for complaints filed under Article 35(i), following which time the deadline expressed in Article 39(a)(ii) will apply, including retroactively. Further, recognising that Council may be asked to consider an unusual number of complaints as a result of this special resolution, complaints filed under this special resolution are recognised as an “extraordinary circumstance” under the terms of Article 45; both Council and staff will attend to them as expeditiously as possible, and the timeline for completion in Article 44 is automatically extended as needed to ensure that each complaint receives a fair and thorough process.
Bylaws

39.2 Once a complaint has been filed with Equity, the complainant and respondent will be cautioned to refrain from discussing the complaint and its investigation in any way or forum that could prejudice the process.

Verifiable Communication

40. Except where otherwise stated, all filings, applications, requests, reports and notices required under Articles 35 through 79 shall be communicated in writing, through a service that provides for verification of receipt (e.g. registered mail, courier service requiring a signature, personal service.) Use of an unverified delivery service (e.g. regular mail, email and fax) is acceptable only when pre-arranged with the recipient.

Preliminary Review and Resolution Process

41. The Executive Director will review the complaint and direct it as follows:

(a) If the matter is a contractual or membership issue properly dealt with by staff, or if the complaint has been brought by the Association under the terms of Articles 35(v), (vi) or (vii), the complaint need not be placed before Council. The Executive Director may enact only such financial penalties and for such causes as are set out in Article 82 and the applicable engagement document.

Council will be informed of the complaint and the outcome at its next meeting, in the following cases:

(i) if the facts of the matter are not in dispute;

(ii) if the member has been given notice of the infraction and an opportunity to respond or resolve the matter;

(iii) if the matter has not been otherwise resolved; and

(iv) if the applicable agreement or engagement policy does not already provide for penalties appropriate to the infraction.

(b) For all other matters, the Executive Director will review the complaint against the grounds for complaint set out in Article 35. Where the complaint is thereby covered, the Executive Director will determine if the complainant has attempted to address the matter with the member in question or taken all other reasonable steps to address the matter prior to launching a formal complaint proceeding.

(i) Where this has already been done, the Executive Director will deliver the complaint submission to Council.
(ii) Where this has not already been done, the Executive Director will offer staff assistance to attempt a proactive resolution to the matter.

(iii) If this offer is not acceptable to the complainant, is not a reasonable, appropriate or feasible expectation in the circumstances, or the assistance does not result in resolution, the Executive Director will deliver the complaint submission to Council.

(c) Where it is determined that the complaint is not covered under Article 35, the Executive Director will so inform the complainant and, where appropriate, offer other staff assistance in resolving the matter.

(d) Where it is determined that the nature of the complaint is such that outside authorities, such as the police, must be notified, the Executive Director will so inform the complainant. The Executive Director may suspend further action on the complaint pending completion of any other process, except that Council will be given general, non-identifying notice of the complaint and any action taken at its next meeting.

41.1 At any point before the complaint is conveyed to Council, the complainant may request that the Executive Director choose another suitable member of the senior staff to handle the complaint. Such request will not be unreasonably denied.

42. Complaint submissions to Council arising out of Articles 41(b)(i) or (iii) shall be put before Council at its next regularly scheduled meeting.

Privacy

43. (a) During the preliminary review, and in submitting the complaint to Council, the Executive Director will take all reasonable steps to preserve the privacy of both the complainant and respondent.

(b) For complaints to be submitted to Council, the Executive Director will not inform the respondent of the complaint unless Council accepts the complaint for further action.

(c) The written complaint will submitted to Council with identifying information removed. If Council accepts the complaint for further action, identifying information will be provided thereafter as necessary.

(d) Council will treat the complaint and the identities of those involved as confidential information.
Timeline for Completion

44. Completion of a complaint proceeding, including complaints handled under Article 41(a), is a priority activity for the Association. The Association will attempt to conclude administrative complaints within six months of filing, where the pertinent facts are not in dispute. The Association will attempt to conclude all other complaints within 12 months of filing.

45. Should extraordinary circumstances necessitate an extension on the completion deadline of proceedings beyond the conclusion date set out in Article 44, either party, or the Executive Director, shall apply to Council for permission to extend, which permission will not be unreasonably withheld.

Review by Council

46. Upon receipt of a complaint, Council may:
   (i) direct the Executive Director to establish a Disciplinary Committee;
   (ii) direct the Executive Director to retain the services of a mediator, who shall attempt to settle any dispute or problem between the parties; or
   (iii) dismiss the complaint, where the information provided by the complainant has failed to demonstrate the complaint:
         (a) may be pursued under existing bylaws;
         (b) has a reasonable prospect for resolution or a finding of fault through the options provided for under subsections (i) or (ii) of this Article.

46.1 Where Council directs the establishment of a Disciplinary Committee, it may also recommend that the committee include members appropriate to the nature of the complaint or the discipline involved.

47. The Executive Director shall give notice of Council’s decision under Article 46 to the complainant within five business days of the decision.

48. Upon direction to engage a Mediator or establish a Disciplinary Committee, the Executive Director shall give notice of the complaint proceeding to the respondent within 10 business days of the decision. Such notice must include:
   (i) a copy of the complaint;
   (ii) notice of expectation of a written response from the respondent;
   (iii) explicit mention of the response requirements in Article 49, including a specific (calendar date) deadline;
(iv) explicit mention of failure to appear or respond requirements and outcomes under Articles 50 and 57(c); and

(v) a summary of the general process requirements, including verifiable communication requirements in Article 40.

49. The response under Article 48(ii) must:
   (i) be received by the Executive Director within 21 days of notice being given to the respondent;
   (ii) respond to each allegation in the complaint; and
   (iii) include any additional facts, allegations, and information on which the respondent intends to rely in their response.

50. The respondent is not obliged to provide a response to the initial complaint. However, the following conditions apply:
   (a) Where a respondent does not provide a response, the Disciplinary Committee or Mediator may deem the respondent to have accepted all the allegations in the complaint, deem the respondent to have waived all rights with respect to further notice or participation in the proceeding, proceed to deal with the matter without further notice to the respondent, and decide the matter based only on material otherwise provided or available to it.
   (b) Where a respondent files a response that is incomplete, the Disciplinary Committee or Mediator is not obliged to admit or consider evidence or submissions with respect to a fact or issue that was not raised in the written response.

51. Upon receipt, the Executive Director shall provide a copy of the response to the complainant within one week.

Disciplinary Committee

52. The Disciplinary Committee shall be comprised of no fewer than three members of the Association in good standing not involved in the complaint, one of whom must be on Council.

53. Article 52 notwithstanding, if a vacancy develops on the Disciplinary Committee, the Executive Director may use their best judgment as to whether or not a replacement need be found, and the best manner for bringing the replacement up to date on the proceedings.

Disciplinary Committee and Mediation Timelines

54. The Disciplinary Committee or Mediator will be informed of the timeline provisions of Articles 44 and 45. The Disciplinary Committee or Mediator will set reasonable timelines for exchange of information, hearings and other necessary activities, and will not permit parties to unnecessarily delay proceedings.
55. Where a complaint proceeding is not concluded within the completion deadline or extension established under Articles 44 and 45, the Disciplinary Committee or Mediator may either declare the complaint abandoned, or proceed to decide the matter on the basis of available information.

**Disciplinary Committee Process**

56. (a) The Disciplinary Committee shall provide to the complainant and respondent at least 30 days notice of the time and place of hearing. The Disciplinary Committee may hold the hearing in person or by teleconference or videoconference.

(b) The Disciplinary Committee shall select one of its members as chairperson and shall determine its own practice and procedure.

(c) The Disciplinary Committee shall not be required to follow the rules of evidence applicable in judicial proceedings but shall not consider, request or admit evidence not clearly relevant to the complaint.

(d) The Disciplinary Committee shall have the right to question any witnesses and may inquire about the facts in the manner it deems acceptable and appropriate.

57. (a) The complainant and respondent may attend and give oral evidence, may bring witnesses, and may present affidavit(s) or other written evidence, provided all such evidence is clearly relevant to the complaint.

(b) Parties to the complaint may elect to be represented by another person of their choice. Any such other representative shall participate at the parties' own expense.

(c) The respondent is not obliged to appear at, have representation at, or provide a submission to the hearing. However, where no response is put forward by a respondent, any allegations made in respect of that respondent may be deemed to have been accepted, and the Disciplinary Committee or Mediator may proceed to decide the matter on the basis of available information.

58. The complainant's case shall be presented first, followed by that of the respondent, and the reply, if any, of the complainant.

59. The complainant and the respondent, or their representative, shall have the right to question witnesses presented by the opposite party.
Bylaws

Remedies:

60. The Disciplinary Committee may dismiss the complaint, or:
   (i) specify one or more of the penalties set out in Article 61.1, taking guidance from past decisions on similar complaints; and
   (ii) solicit and consider a restorative process proposal from the complainant, as set out in Article 61.2.

61.1 The following penalties are available to the Disciplinary Committee:
   (i) reprimand;
   (ii) suspension for a period not to exceed two years;
   (iii) a fine in an amount not to exceed $5,000, with terms for payment;
   (iv) expulsion from membership in the Association.

61.2 A restorative process proposal must:
   (i) require the respondent to acknowledge their role in the harm caused;
   (ii) include some form of reparation to address that harm;
   (iii) be reasonable and appropriate to the offence; and
   (iv) be within the means of the Association to carry out in a productive manner.

61.3 The Disciplinary Committee will determine if the restorative process proposal is to be satisfied in addition to, or as an alternative to, the penalty specified under Article 60(i).

61.4 The restorative process will be proposed to the respondent, who must accept this proposal for it to proceed.

61.5 In proposing a restorative process to the respondent, any alternative penalty chosen by the Disciplinary Committee shall not be offered as a substitute to agreeing to the proposal.

61.6 Failure for the complainant, the respondent and the Disciplinary Committee to jointly agree on terms for a restorative process proposal, or failure of the respondent to satisfy the terms of the accepted proposal, will result in the application of the penalty chosen by the committee under Article 60(i) and ratified by Council under Article 65.

62. In making a determination on remedies under Article 60, the Disciplinary Committee may take into consideration previous rulings concerning the respondent.

63. Where the Disciplinary Committee determines that the complaint was solely frivolous or vexatious in its intent or made in bad faith, and the complaint is dismissed, the Disciplinary Committee may impose one or more of the penalties from Articles 60(i) through (iii) on the complainant.
Bylaws

64. The Disciplinary Committee shall make a report in writing within 30 days of the conclusion of the hearing, which report shall include brief reasons for its decision, and shall deliver a copy of its report to the Executive Director for conveyance to the complainant, the respondent and Council.

65. Upon ratification by Council, such consent not to be unreasonably withheld, the decisions of the Disciplinary Committee shall be immediately enforceable, until and unless reversed by the Appeals Process set out in Articles 71 to 79.

65.1 Fines collected by the Association under Article 61.1(iii) will be directed to The AFC.

Mediation Process

66. The Mediator shall determine their own reasonable practice and procedures to assist both parties to resolve the matter, except that the Mediator may not permit any amendment or setting aside of Association Bylaws or Council Policy.

67. The Mediator shall make a report in writing within 30 days of the conclusion of the mediation, which report shall include a summary of all points of agreement, signed by the affected parties, and shall deliver a copy of its report to the complainant, to the respondent and to Council.

68. Where an agreement is reached resulting in resolution, the results of the mediation shall be enforceable upon the terms set out in the signed agreement.

69. Where the complaint is not resolved, the complaint will again be put before Council at its next regularly scheduled meeting. Council may:
   (i) direct the Executive Director to establish a Disciplinary Committee; or
   (ii) dismiss the complaint, where the information provided by the complainant has failed to demonstrate that the complaint may be pursued under existing bylaws with a reasonable prospect for resolution or a finding of fault.

70. The Executive Director shall give notice of Council’s decision under Article 69 to the complainant and respondent within 10 business days of the decision.

Appeals Process

71. Where the complainant or the respondent is dissatisfied with the decision of the Disciplinary Committee, the complainant or the respondent may appeal to Council by submitting a Request for Appeal to the Executive Director within 30 days after receiving the report.
72. The Request for Appeal shall include a copy of the Disciplinary Committee’s report that is the subject of the request for appeal, and a short summary of the reasons for the request for appeal, which must be based upon at least one of the following grounds:

(i) the Disciplinary Committee did not provide an impartial hearing or a reasonable opportunity for the presentation of the appellant’s complaint or defence;

(ii) the Disciplinary Committee based its decision on facts that were not in evidence, did not follow the procedures provided for in the bylaws, or otherwise materially erred in its procedure;

(iii) there is new evidence available at the time of filing the appeal, that was not available or could not reasonably have been obtained at the time of the hearing; or

(iv) the penalty imposed was either insufficient or excessive.

73. Where Council receives a Request for Appeal, Council shall, at its next regular meeting, consider the grounds for the appeal, and may, in its sole discretion, dismiss the request or appoint an Appeal Committee comprised of no fewer than three members of Council. Any member of Council with previous involvement in the complaint process must recuse themselves from the vote and may not be appointed to the Appeal Committee.

74. The Appeal Committee shall provide prompt notice of their intent to address the appeal to the appellant and the affected complainant or respondent from the original complaint. The notice shall outline the timeline for receipt of the written submissions.

75. Both the appellant and the respondent shall be offered an opportunity to provide written submissions addressing the criteria enumerated in Article 72.

76. The Appeal Committee shall determine the appeal based on written submissions addressing the criteria enumerated in Article 72. This process shall be conducted in advance of the next scheduled meeting of Council following the deadline for submissions.

77. The Appeal Committee may:

(i) uphold the decision of the Disciplinary Committee and dismiss the appeal;

(ii) request that Council appoint a new Disciplinary Committee in accordance with Articles 52 through 65; or

(iii) alter the penalty imposed by the Disciplinary Committee, in accordance with Article 60.
78. The Appeal Committee shall deliver a copy of its report to Council and to the Executive Director for conveyance to the complainant and the respondent.

79. The decision of the Appeal Committee is final and binding.

80. Repealed

Notice to Membership

81. Following conclusion of the Appeals Process, or expiry of the deadline for launching an appeal, Council will publish a brief notice to the membership, providing general non-identifying information on the complaint and its disposition.

81.1 In cases of expulsion from membership in the Association, the respondent will be identified in the notice to the membership.

Administrative Penalties

82. The Executive Director may impose the following financial penalties under Article 41(a).

(a) For working while on withdrawal, suspension or when fines are outstanding:

(i) 1st offence: payment of all outstanding amounts plus a fine of $100;

(ii) 2nd offence: payment of all outstanding amounts plus a fine of $200; or

(iii) 3rd offence: payment of all outstanding amounts plus a fine of $300 and a mandatory meeting with the Executive Director for membership education.

(b) For working without an appropriate Equity contract; for working for less than the applicable minimum fees or those fees as modified by concession by the Association; for working for a defaulting engager as determined by the Association; for failure to respect a reciprocal agreement between Equity and another association:

(i) 1st offence: a fine of no less than $200, and no more than $500;

(ii) 2nd offence: a fine of no less than $300, and no more than $750; or

(iii) 3rd offence: a fine of no less than $400, and no more than $1,000.

(c) For failure to fulfil the terms of an engagement without reasonable cause, including lateness to rehearsals or performances:

(i) 1st offence: a fine of up to $250;

(ii) 2nd offence: a fine of up to $500; or

(iii) 3rd offence: a fine of up to $750.
(d) For refusal to fulfil a contract without reasonable cause, or failure to appear for a performance:
   (i) First offence: a fine of up to one week’s fee as stated on the contract or a calculated equivalent where there is no guaranteed fee; or
   (ii) Second offence: a fine of up to two weeks' fees as stated on the contract or a calculated equivalent where there is no guaranteed fee.

83. Any member subject to a penalty under Article 82 may appeal to Council by submitting a Request for Appeal to the Executive Director within 30 days after receiving the notice of the penalty.

84. The Request for Appeal shall include a short summary of the reasons for the request for appeal, which must be based upon at least one of the following grounds:
   (i) that the penalty was inappropriately applied; or
   (ii) the penalty imposed was excessive.

85. Where Council receives a Request for Appeal, Council shall, at its next regular meeting, decide the matter. Council may:
   (i) uphold the decision of the Executive Director;
   (ii) alter the penalty imposed by the Executive Director, within the bounds of Article 82; or
   (iii) set aside the penalty.

86. Council shall report its decision to the Executive Director and to the appellant.

87. The decision of Council is final and binding.

FINANCES AND DUES

Fiscal Year

88. The fiscal year of the Association shall end on March 31.

Initiation Fee

89. A candidate for membership shall pay an initiation fee of $1,000, along with the first instalment of basic dues to the Association, on acceptance to membership.

89.1 Where the initiation fee is reduced in keeping with the terms of a reciprocal agreement, the reduction will only apply to the first instance of joining.

89.2 Amounts paid in excess of the total applicable initiation fee are non-refundable, except where such overpayment occurs through satisfaction of mandatory minimum eligibility requirements for joining as a regular member. In such cases, excess initiation fee payments made up to the point where the candidate achieved eligibility to join shall be refunded upon completion of the joining process.
Bylaws

Basic Dues for Regular Members
90. (a) Regular members shall pay basic dues of $180 per year, and extending at least until April 30, 2018.
(b) Except as otherwise required in bylaws, basic dues shall be payable in equal semi-annual installments on the first days of May and November.
(c) A member shall pay dues within three months after the dues become payable, or prior to signing an Association contract, whichever comes first.

91. Regular members at age 65 for performers, stage managers, directors choreographers and Fight Directors, at age 55 for opera singers and at age 45 for ballet dancers, who have been regular members in good standing for at least 10 years, will be eligible for remission of basic dues but will continue to pay working dues.

91.1 Notification of eligibility to apply for dues remission will be sent to all eligible members no later than the first dues billing for which remission may be granted. An eligible member who declines to apply at that time may still apply at any later date.

92. Council shall have the authority to waive and/or reduce the initiation fee and payment of first basic dues to the Association, when the Association is engaged in organizing new members.

Working Dues for Regular and Non-Resident Members
93. (a) In addition to the payment of basic dues, regular members shall pay working dues to the Association, as a percentage of the member’s current earnings within the jurisdiction of the Association.
(b) The working dues rate is 2.25%.
(c) The Association will ordinarily arrange for such dues to be deducted from the member’s earnings by the engager and remitted to the Association. Where source deduction arrangements are not in place, or where the engager does not deduct the dues as set out in this article, the member shall remain responsible for the remittance of dues to the Association.

94. A non-resident member shall pay working dues to the Association in the amount of:
(a) $50; or
(b) a percentage of the fees paid for services rendered under Association contracts, at the rate set out in Article 93; whichever is greater.
Bylaws

Dues owing, if not deducted at source, shall be paid to the Association within 10 days of receipt by the non-resident member of final contractual payment.

95. The amount of dues payable by regular or non-resident members may vary from the amount set in Article 94 where a reciprocal agreement is made with the professional association of the jurisdiction in which the non-resident member is a member or where an agreement is made with an engager.

96. There shall not be any maximum working dues per calendar year.

Arrears

97. (a) Where a member has not remitted a basic dues payment within the applicable time set out in Article 90, or a working dues payment as set out in Article 93(b), that member will be considered in arrears and shall be assessed a $10 penalty in addition to the first missed dues payment.

(b) A member in arrears shall not accept any contract for services within the jurisdiction of the Association.

(c) A member in arrears shall not be eligible to attend any meetings of the Association or to cast any vote.

(d) A member in arrears shall not have the privileges or rights of a regular member, but shall continue to abide by all laws and regulations of the Association.

(e) A member in arrears shall remain liable for all past and current dues and penalties as they accumulate.

(f) A member in arrears shall not be reinstated as a member in good standing until such member has paid all the monies owing to the Association.

(g) Where, in contravention of Article 97(b), a member is signed to a contract within the jurisdiction of the Association while in arrears, all arrears, penalties and current dues shall be paid prior to the first day of the engagement, failing which the theatre shall be advised to deduct and remit the full amount outstanding.

Suspension

98. (a) A member who remains in arrears on basic dues longer than three months shall be suspended from membership.

(b) A suspended member shall be assessed a $10 penalty payment per quarter to be billed at the beginning of the quarter, in addition to the penalty assessed in Article 97(a).

(c) A suspended member shall not be reinstated as a member in good standing until such member has paid all monies owing to the Association.
(d) Where, in contravention of Article 14(a), a member is signed to a contract within the jurisdiction of the Association while suspended, all arrears, penalties and current dues shall be paid prior to the first day of the engagement, failing which the theatre shall be advised to deduct and remit the full amount outstanding.

99. A member who remains suspended longer than six months by reason of arrears on basic dues shall not be reinstated as a member until such member:
   (i) applies in writing for reinstatement;
   (ii) pays all arrears, penalties and current basic dues owing to the Association, not to total more than 50% of the current initiation fee; and
   (iii) pays a reinstatement fee of $25.

MEETINGS OF MEMBERS

National Meetings

100. A National Annual General Meeting shall be held during each year of the term of Council, said year running from November 1 to the following October 31, at such time and place as Council may designate.

101. (a) Printed notice of the Annual General Meeting with the proposed agenda shall be sent to all regular and life members at least 30 days prior to the date of the meeting.
   (b) 25 members in good standing present at the Annual General Meeting shall constitute a quorum.
   (c) The Annual General Meeting shall receive the financial statement for the previous fiscal year and shall appoint auditors for the ensuing year.
   (d) Where quorum is not achieved, Council shall both receive the financial statement and appoint the auditor, on behalf of the membership, at its next meeting.

102. (a) Members shall have the ability to pass resolutions at the Annual General Meeting.
   (b) The President shall be given at least 10 days notice in writing of proposed resolutions.
   (c) Where Council decides at its first meeting following a meeting of members that a resolution passed at the Annual General Meeting may be detrimental to the Association, Council may vote to set aside the resolution. Council shall give notice, within six months after that meeting of members, of its decision and supporting reasons.
Regional Meetings
103. (a) Each geographic region shall hold a Regional Annual General Meeting at least once per year. The regional Councillor(s) will also arrange additional meetings as emerging issues warrant, and upon written request of 10 members in good standing.

(b) All members resident in the geographic region, regardless of discipline, shall be notified of the time and place of the meeting, with the proposed agenda, at least 30 days prior to the date of the meeting. Best efforts must be made to notify the greatest number of regular members in good standing and life members in the region.

Special Meetings
104. Special meetings of members may be called by the President, Council, the Executive Director, or on written request to the Executive Director of 25 members in good standing.

Rules of Order
105. All meetings of members, and of Council, shall be governed by Bourinot's Rules of Order.

SCALE AGREEMENTS
106. (a) Where a scale agreement has been negotiated with a producer or producers' organization:

(i) if it is a new agreement, the group of life members or regular members in good standing affected by the new agreement shall be determined by the Executive Director, and it shall be submitted to such members for approval;

(ii) with the exception of the Canadian Theatre Agreement, if the agreement contains amendments to any of the working conditions provided for under an existing or expired scale agreement under which a group of life members or regular members in good standing has been engaged, it shall be submitted to such members for approval; or

(iii) in the case of the Canadian Theatre Agreement only, if the agreement contains amendments to any of the working conditions provided for, it shall be submitted for approval to all life or regular members in good standing who have been engaged under any theatre agreement or policy, with the exception of engagement under the Artists' Collective Policy or the Festival Policy, within the six-year period ending with the expiry date of the Agreement.
(b) Where the incoming agreement would cover a group of members not previously addressed in the agreement, then such group of life and regular members in good standing shall be included in the voting group.

(c) Notwithstanding the terms of Article 106(a)(iii), any life or regular member in good standing may register to be part of the voting group for the Canadian Theatre Agreement, using the form designed for that purpose. Registration for the vote will open six months before the expiry of the agreement and close with the anticipated closing date of negotiations. Registration will be for a single ratification vote only. Members so registered must remain in good standing until the closing date of enumeration to maintain eligibility to vote.

(d) A majority affirmative response from the votes cast shall be required for the approval of the agreement.

(e) Voting may be carried out by mail referendum, by electronic ballot, or by a special meeting of the group of members called for the purpose of voting on the amendments. In the latter case, voting shall be by secret ballot.

RETIREMENT AND INSURANCE BENEFITS

Registered Retirement Savings Plan

107. (a) All regular and regular - extended visa members shall sign the necessary forms for opening an individual Registered Retirement Savings Plan with such appropriate corporation as designated by Council, or if ineligible to participate in Equity's registered retirement savings plan, shall sign the necessary forms for participating in a Canadian Actors' Equity Association savings plan.

(b) Regular members and regular - extended visa members who are ineligible to contribute to a Registered Retirement Savings Plan by virtue of age shall be relieved of this obligation.

(c) Eligible members shall make Registered Retirement Savings Plan contributions as a percentage of current earnings within the jurisdiction of the Association.

(d) The contribution rate shall be 6% unless a different arrangement is negotiated in a collective agreement or specifically excluded by the Association under certain forms of engagement.

(e) The Association will ordinarily arrange for such Registered Retirement Savings Plan contributions to be deducted from the eligible member's earnings by the Engager and remitted to the Association for deposit to the member's account.
Bylaws

(f) Where money is paid to the Association by an Engager for a member who is not eligible, such money will be returned to the member.

(g) Where money is paid to the Association by an Engager on behalf of an eligible member for a Registered Retirement Savings Plan for the member, the member shall sign, within a reasonable period following such payment, the necessary forms in order to allocate the money to the eligible member’s account.

(h) Unallocated funds will be held on behalf of the eligible member for no less than 12 months. When the money is held beyond such period, and the member has failed to sign the necessary forms to properly allocate the money, Council may assign such money to The AFC.

Special Accident and Sickness Insurance

108. (a) Council shall arrange with an appropriate insurer for a group insurance policy for the benefit of members. The policy shall indemnify members, subject to all the exclusions, provisions, limitations and other terms of the policy, against expenses incurred or income lost as a result of accident or sickness.

(b) Council shall determine, in consultation with the insurer, the amount of premium, if any, required to be paid for each form of contract. The premiums shall be paid by the member unless Council has negotiated for the premiums to be paid by the engager. All members must pay the premium as determined by Council except when specifically exempted.

(c) Any member or group of members shall be exempted from paying insurance premiums if the member is:
   (i) 80 years of age or over; or
   (ii) engaged under a contract or agreement that has been negotiated by the Association from time to time to include insurance, paid for in whole or in part by the engager, which provides benefits that are equivalent to or better than those offered by the Association’s policy. Such contract or agreement shall require the consent of the Association before the engager may change or terminate the policy.
COUNCIL

Composition

109. (a) Council members shall be elected by the regions as follows and in the following numbers:

(i) Ontario region shall elect seven;
(ii) British Columbia and the Yukon region shall elect three;
(iii) Alberta South region shall elect one;
(iv) Northwest Territories and Alberta North region shall elect one;
(v) Saskatchewan region shall elect one;
(vi) Manitoba and Nunavut region shall elect one;
(vii) Eastern Ontario/Outaouais region shall elect one;
(viii) Quebec region shall elect one;
(ix) Atlantic region shall elect one;
(x) Eastern Opera region shall elect one;
(xi) Western Opera region shall elect one;
(xii) Dance region shall elect one; and
(xiii) Stage Managers region shall elect two.

(b) At the commencement of election planning for each new term, Council will review the distribution of Council seats among the regions and confirm, by vote, the distribution to be used for the upcoming elections. Any change from the existing distribution must also be reflected in an amendment to Article 109(a).

(c) At the same time as Council reviews and determines the distribution of Council seats, it will also determine the number of seats it will strive to be see filled from demographic groups underrepresented within Equity’s membership, defined for this purpose as:

(i) Indigenous (First Nations, Inuit, Métis);
(ii) Persons of Colour;
(iii) d/Deaf, and/or Persons with a Disability(ies)

(d) The membership-reflective number will be calculated as the combined percentage of regular, regular-extended visa and life Equity members who have self-identified in one or more of these groups in the member database – plus one.

(e) This number of seats is not guaranteed, but will be the goal for Council’s efforts to ensure inclusivity through its election process.
Officers
110. Council shall elect the following officers from among its members:
   (i) a chief governance officer called the Council President;
   (ii) a First Vice-President;
   (ii) a Second Vice-President; and
   (iv) a Secretary-Treasurer.
110.1 Elections to fill any vacant offices shall be held at the first regular meeting of Council in each new term, and thereafter as needed to fill vacancies or as required in Article 110.2.
110.2 Officers shall serve for a period of two years, at which point a new election for the office shall be held. An incumbent officer may run again to continue to fill the same office.
110.3 Where the two-year period spans two terms of Council, an incumbent officer:
   (i) who is re-elected to Council shall remain in office until the two-year period is complete; or
   (ii) who does not run in the Council elections or is not re-elected to Council, shall be deemed to have vacated the office at the end of the expiring term.
111. Council will determine and declare in its Policies a job description for each officer.
112. Council may, at its sole discretion, name any previous President, President Emeritus. A previous President so named may, at Council's discretion, attend Council meetings with voice, but no vote.

Authority
113. Council shall decide all matters of policy for the carrying out of the objects of the Association.
114. Council will determine and declare in its policies rules for its own effective and efficient operation.
115. In order to ensure that Council maintains its ability to govern effectively and to a high standard on behalf of the members, Council may in its sole discretion remove a member of Council who is acting in contravention of the bylaws or Council Policies or in a manner detrimental to Canadian Actors’ Equity Association.
116. Council shall designate from time to time those persons with authority to sign contracts or obligations, cheques or any banking documents as may be required to administer the affairs of the Association.
COUNCIL COMMITTEES

Council Committees

117. (a) Council shall strike such advisory committees as it may need to ensure knowledgeable input on major issues, regional concerns or discipline-related topics.

(b) Where a representative and reasonable number of members at large wish to form a committee to address a specific issue not already the subject of a committee, Council shall facilitate the creation and support of such a committee, and appoint a Councillor to serve as liaison.

118. Council will determine and declare in its policies rules for the effective and efficient operation of its committees.

REGIONS AND ELECTIONS

Regions

119. (a) For the purposes of the Association, Canada shall be divided into nine regions as follows:

(i) British Columbia and the Yukon;

(ii) Northwest Territories and Alberta North, comprised of that part of Alberta north of a line drawn parallel to the northern boundary of the province one kilometre north of the city of Red Deer;

(iii) Alberta South, comprised of the area not included in Article 119(a)(ii);

(iv) Saskatchewan;

(v) Manitoba and Nunavut;

(vi) Ontario;

(vii) Eastern Ontario/Outaouais, in Ontario comprised of the area east of Highway 41, and in Quebec comprised of Outaouais;

(viii) Quebec; and

(ix) Atlantic, comprised of New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador.

(b) In addition to the geographical regions provided in Article 119(a), there shall be the following:

(i) Dance;

(ii) Stage Managers;

(iii) Western Opera, comprised of the area of Canada west of Saskatchewan; and

(iv) Eastern Opera, comprised of the area of Canada east of Alberta.
Bylaws

Elections for Council

120. There shall be one election for members of Council every three years.

121. Council will determine and declare in its policies rules for the secure, anonymous, verifiable and accurate conduct of election logistics.

122. The Executive Director will be responsible for election logistics, including the preparation of voters’ lists, the composition and distribution of ballots, and the receipt, verification and tabulation of ballots.

Eligibility for Nominations, Candidacy, Voting and Election

122.1 Only life members and regular members in good standing are eligible to nominate or stand as candidates. A member from any region may nominate a candidate from any region.

122.2 A member shall be entitled to run for Council only in:
   (i) the geographic region in which the member will reside upon election; or
   (ii) the Stage Managers, Dance or Eastern Opera or Western Opera region, according to the member’s chosen discipline and permanent residence.

122.3 Article 122.1 notwithstanding, no member who has been found, through proper completion of the disciplinary process set out in bylaw Articles 34 through 87, to be in violation of Articles 32(a) or (b), or Article 35, shall be eligible to stand as a candidate for five years from the date of the finding, or until such time as any judgement or penalty from the disciplinary process has been satisfied, whichever is the longer.

123. (a) Only life members and regular members in good standing at the time of the enumeration are eligible to vote.

(b) Enumeration to determine eligibility will close at 5:00 p.m. Eastern time, five business days prior to the close of voting.

(c) No member is eligible to hold any elected office in the Association unless the member:
   (i) is at least 18 years of age;
   (ii) is a life member or regular member of the Association in good standing; and
   (iii) is a resident of Canada.
Nominations and Candidacy

124. In order to promote a representative diversity within Council, Council will:

(i) include a diversity statement in any solicitation of nomination or candidacy;

(ii) make special efforts to ensure that all members are equally aware of their opportunity for nomination and candidacy; and

(iii) establish regional recruitment committees consisting of the sitting Councillor(s) and at least one other member in good standing with the following responsibilities:

(a) to seek out qualified candidates within underrepresented communities in their region and nominate at least one more candidate than seats in the region so that an election can take place, unless the culture of the region is to acclaim the candidate(s);

(b) to seek out qualified candidates from underrepresented communities interested in serving as regional representatives on Council committees for the coming term;

(c) to make every effort to personally contact each candidate in the region (including those nominated by petition) to make sure they understand what’s expected of a Councillor or committee member; and

(d) to assist staff with setting up regional meetings (either in person or virtual) and collecting nomination materials in a timely fashion from all candidates.

125. Nominations close on the first Thursday following Labour Day. Members shall be notified no less than two months prior to the close of nominations:

(i) that nominations by petition must be made in writing, consented to in writing by the nominee and signed by two other life members or regular members in good standing; and

(ii) that all candidates for election will be given the opportunity to submit their own written and/or video statement for distribution to members; speak at an in-person or virtual election meeting and/or have a statement presented on their behalf. All statements and materials must be received at the National Office no later than one week after nominations close.
Bylaws

126. There shall be a notice of the election, a list of candidates and election statements received (including links to written and/or video statements where available) provided to each member in September in an election year.

126.1 Nominations received before the close of nominations, but which are incomplete or otherwise invalid (for any reason) as submitted, must be rectified no later than three business days following the close of nominations, or be disqualified. Such nominations will be noted in any public list during that period, however the candidate will not be identified until the deficiency has been corrected.

Voting

127. A member shall be entitled to vote for members of Council only in:
   (i) the geographic region in which the member resides; or
   (ii) the Stage Managers, Dance or Eastern Opera or Western Opera region, according to the member's chosen discipline and residence.

128. (a) A voter kit shall be sent to each member eligible to vote on or before the last day of September in an election year.
(b) The voter kit may list all nominees for each of the regions but members may vote in one region only as set out in Article 127.

129. Only those ballots received on or before the last business day of October in an election year shall be valid ballots.

130. The members receiving the highest number of votes shall be elected and shall assume office at the first regular meeting of Council following the last day of October and shall serve for three years until the first regular meeting of Council in the subsequent term.

130.1 Council will announce and publish, along with the winner of each race, the total number of votes cast in each race, and the vote count for each candidate.

130.2 (a) Any member eligible to vote in a given election race may challenge the published results up to 90 days following the close of voting. Notice of the challenge must specify cause and be given in writing, to both the Executive Director and President, through a service that provides for verification of receipt (e.g. registered mail, courier service requiring a signature, personal service.) Use of an unverified delivery service (e.g. regular mail, email and fax) is acceptable only when agreed to in advance by the recipients.
Bylaws

(b) Upon receipt of such a challenge, the Executive Director and President will publish notice of the challenge and make immediate arrangements to have all necessary voting records and data retained and secured, and to have the voting results reviewed in a timely manner by an independent auditor. The decision of the auditor will be binding, following which both the details of the challenge and the final determination will be published in a timely manner.

131. Council will determine and declare in its policies rules for the effective and efficient filling of vacancies on Council as they may occur between elections.

Referendums

132. Council will determine and declare in its policies rules for the secure, anonymous, verifiable and accurate conduct of referendum logistics.

133. The Executive Director will be responsible for referendum logistics, including the preparation of voters’ lists, the composition and distribution of ballots, and the receipt, verification and tabulation of ballots.

134. (a) No member is eligible to vote in a referendum unless the member is a life member or regular member of the Association in good standing.

(b) Enumeration to determine eligibility will close at 5:00 p.m. Eastern time, five business days prior to the close of voting.

135. (a) Any member eligible to vote in a given referendum may challenge the published results up to 90 days following the close of voting. Notice of the challenge must specify cause and be given in writing, to both the Executive Director and President, through a service that provides for verification of receipt (e.g. registered mail, courier service requiring a signature, personal service.) Use of an unverified delivery service (e.g. regular mail, email and fax) is acceptable only when agreed to in advance by the recipients.

(b) Upon receipt of such a challenge, the Executive Director and President will publish notice of the challenge and make immediate arrangements to have all necessary voting records and data retained and secured, and to have the results reviewed in a timely manner by an independent auditor. The decision of the auditor will be binding, following which both the details of the challenge and the final determination will be published in a timely manner.
EXECUTIVE DIRECTOR

136. Council shall employ an Executive Director who shall be the chief executive officer of the Association, and who shall carry out such duties as may be directed by Council.

INDEMNITY OF COUNCIL MEMBERS AND EMPLOYEES

137. Every Council member of the Association, their heirs, executors, administrators and other legal personal representatives, and any employee of the Association, shall, from time to time, be indemnified and saved harmless by the Association from and against:

(i) any liability and all costs, charges and expenses that such Council member or employee sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against their or in the respect of the execution of the duties of their office or employment; and

(ii) all other costs, charges and expenses sustained or incurred in respect of the affairs of the Association, by direction of the governing bodies of the Association, except such costs, charges or expenses as are occasioned by the Councillor’s own wilful neglect or default.

MEMBERSHIP AND ORGANIZING ACTIVITIES

138. Membership organizing activities that would extend the jurisdiction of the Association require the approval of Council.

139. Jurisdictional changes that would fundamentally alter the nature of the Association shall not be concluded unless approved by 66.6% of the membership voting in a referendum of all regular and life members in good standing.

AMENDMENTS

140. Council, with the exception of changes to dues set out in Articles 90 and 93, may amend these bylaws.

141. Notwithstanding Article 140, any amendment to bylaws relating to dues shall not take effect unless accepted by 66.6% of the membership voting in a referendum of all members.

142. Council may vote on bylaw amendments at a meeting of Council, or by mail or electronic referendum.

143. Members of Council shall be given at least 10 days notice in writing of proposed bylaw amendments before a ballot is sent or before a vote is taken at a meeting of Council.
Bylaws

144. (a) Not later than two weeks after the passage of any amendment, the published version of the bylaws shall be brought up to date, and an electronic notice of the amendment(s) and a brief explanation of the change(s) shall be distributed and published on the Association website.

(b) Printed notice of such amendments having accumulated since the last printed notice and a brief explanation of the change(s) shall be included with the next available semi-annual dues mailing.

(c) With each notice, members will be advised how to access the bylaws online, and that printed copies may be had upon request to either office.

145. (a) All bylaws or amendments to bylaws passed by Council shall remain in effect unless revoked or amended by a majority of the membership voting in a referendum for that purpose, sent to all regular and life members in good standing. A representative petition to Council shall be sufficient to cause such a referendum to take place.

(b) In order to be valid for this purpose, the petition must:
   (i) identify the affected bylaw(s);
   (ii) clearly state the desired revocation action, or desired amendment text as applicable;
   (iii) include a rationale for the requested change;
   (iv) include a statement that the signatory members each endorse the requested changes and a referendum for that purpose;
   (v) include signatures, printed names and member numbers to allow verification of membership status;
   (vi) include signatures of no fewer than three hundred (300) regular or life members in good standing; and
   (vii) include no fewer than 30 signatures each from no fewer than five geographical regions.

(c) Upon receipt of a valid petition, Council may make the requested changes as a matter of ordinary business, or proceed to hold the referendum in a timely manner.
Bylaws

146. The Association shall be bound by all reciprocal agreements and amendments made with any other Association in the best interest of its members, including the Reciprocal Agreement made with the Actors' Equity Association of the United States of America.

147. Neither failure by the Association to apply or enforce any Article of these bylaws, nor decision to reasonably defer application or enforcement, shall be deemed to be a waiver of that Article.
Both Associations pledge themselves to fraternal cooperation in all matters of common interest and to the continual full and free interchange of their respective members across the international border. This principle of free interchange between the two memberships shall be considered to be an integral part of the agreement between the two Associations. Each Association pledges itself to provide free access to employment opportunities by members of the other Association in its own country, and each Association pledges that it will assist the members of the other Association in obtaining the appropriate governmental permission to work in either one country or the other.

1. MEMBERSHIP

Artists who were members of the original "international" Association before the dissolution will be entitled to membership in each "national" association upon payment of the current dues of each Association and any difference between one initiation and the other initiation fee at the time of originally joining the international Association.

Artists who have joined one national Association after dissolution would, upon working within the jurisdiction of the other national Association, be required to join said Association and pay the then current initiation fee and dues. The initiation fee payable shall be reduced by the amount of the initiation fee paid in the first instance to the other Association provided that the member is fully paid up in the other Association at the time; but the maximum reduction in any case shall not be more than 50 per cent of the full initiation fee of the Association which the Artist is joining.

2. TOURING

It is mutually agreed that members of an entire company whose point of origin is in one jurisdiction shall be permitted to perform freely with said company in the other jurisdiction without being required to join the other national Association. Such company must be an established theatrical entity of repute, to be attested to by the Association in the country of origin and mutually agreed upon by both Associations. Further, that the following conditions shall apply:

(a) No member shall have his compensation reduced by virtue of the fact that the company is touring within the jurisdiction of the other Association.

(b) Each member shall receive not less than the minimum compensation set forth in the appropriate agreement and rules of the jurisdiction in which the company is touring, whichever is the greater.
3. DEFAULTING MANAGEMENTS

Each Association agrees to furnish the other Association on a continuing basis a current list of managements and/or engagers which it has declared to be "unfair". Each Association pledges that it will not permit its members to enter into a contractual relationship with any management and/or engager which the other Association has declared to be "unfair". Each Association agrees to take whatever action may be necessary against managements within its jurisdiction to secure payment of sums owing to members of the other Association upon request from the other Association.

4. JOINT STANDING COMMITTEE

Both Associations hereby agree to create a Joint Standing Committee of not less than four members from each Association (with alternates), which shall meet not less than twice yearly to resolve all matters of interest to both memberships. As far as is practicable, the place of the meetings shall alternate between the United States and Canada.

Both Associations agree to bring any problems which might arise before the Joint Standing Committee of the two Associations. If no agreement can be reached from discussion in this committee, both Associations agree to take the dispute to an arbitration board. This board shall consist of one appointee of each Association, both of who shall than mutually agree upon the appointment of a third member of the board who is not a member of either Association and who shall act as Chairman. Both Associations agree to be bound by the decisions of the arbitration board.

5. LIMITATIONS

The terms of this agreement shall apply to members of each Association who are residents of the United States and/or Canada.

The term "Resident" shall mean a Landed Immigrant or Citizen in Canada, and a Resident Alien or Citizen in the United States.

The foregoing shall be an integral part of the dissolution agreement of Actors' Equity Association (U.S.A.) and Actors' Equity Association (Canada). The Constitution or Bylaws of each of the two unions shall acknowledge the existence of this agreement which shall have equal force with all other constitutional provisions contained in either document.

The terms and conditions of the above agreement may not be waived or modified unilaterally. Any change or modification contemplated shall be sub-mitted to the Joint Standing Committee for recommendation to both Councils and Memberships.
CONSTITUTION AND BYLAWS

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