Canadian Actors'

EQUITY

Association

CONSTITUTION AND BYLAWS

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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:
   (i) 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;
   (ii) to negotiate collective bargaining agreements for its members;
   (iii) to advise and assist its members in obtaining engagements and to improve their remuneration and working conditions;
   (iv) to assist in the perpetuation of all theatrical institutions;
   (v) to negotiate and lobby for legislation and legislative interpretation for the improvement of working conditions, compensation, general welfare and advancement of the performing arts;
   (vi) to co-operate with any other association to carry out the objectives of the Canadian Actors' Equity Association; and
   (vii) 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:
   (i) 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;
   (ii) classes of members and admission to the Association;
   (iii) dues, fines, fees and assessments to be paid by members;
   (iv) the rights and duties of members;
   (v) the duties and powers of Council;

(vi) election of Council members and officers of Council;
(vii) establishment of Regions;
(viii) banking and finance and appointment of auditors;
(ix) the appointment and terms of appointment of an Executive Director;
(x) meetings of members and Council;
(xi) procedures for amending the Bylaws;
(xii) 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.

BYLAWS

DEFINITIONS

General

1. Use of the singular throughout shall be understood to equally apply in plural where such is the case.

   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) arrears – a membership status where a member owes more than the basic dues for the current six-month dues billing period and is no longer in good standing;

   (iii) 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;

   (iv) complainant – a party who files a formal complaint against a member;

   (v) concession – any alteration, approved by Equity, to the terms and conditions of the applicable negotiated or promulgated scale agreements or engagement policies;

   (vi) 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;

   (vii) permit – terms under which a non-member is engaged on a contract otherwise reserved for Association members;

   (viii) Equity Liaison - an Equity member who is elected to serve as a link between Equity and all other Artists engaged on an Association contract.

   (ix) good standing – a membership status where a member holds the full rights and privileges of their membership type and is not under any membership restriction as an outcome of the Complaints Process;

   (x) 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;

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

(xii) 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);

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

(xiv) respondent – a member about whom a formal complaint has been made;

(xv) suspension – a membership status where a member is no longer in good standing as an outcome of the Complaints Process. Suspended members shall not be eligible for services regularly provided to members in good standing;

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

(xvii) withdrawal – a restricted membership status, wherein a member may elect to temporarily place their regular membership on hiatus without penalty. While on withdrawal a member does not have the rights and privileges of a member in good standing but is subject to the duties and obligations of membership.

MEMBERS

2. An artist who has been admitted to Equity upon having applied to become a member of the Association, and who has met the qualifications as set out in these Bylaws.
3. Every member agrees to be bound by the Constitution, Bylaws, negotiated or promulgated scale agreements of the Association, and rules of Council.
4. 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.

Member Types

5. There shall be the following types of members:
   (i) regular member;
   (ii) regular-extended visa member;
   (iii) non-resident AEA member;
   (iv) non-resident – theatre or opera member (legacy)
   (v) life member;
   (vi) associate member – ballet and opera;
   (vii) affiliate member – touring into the USA; and
   (viii) honorary member.

Regular Members

6. (A) An artist who is a citizen of Canada or permanent resident and who has completed the joining requirements as set out in these Bylaws, and who shall:
   (i) receive the benefits set out in the Association's Council Policies, the negotiated and promulgated engagement agreements and policies, and the rights and privileges in these Bylaws; and
   (ii) fulfill the duties and obligations set out in these Bylaws.

Regular-Extended Visa Members

7. (A) A regular-extended visa member is a limited-term member of the Association who is not a Canadian citizen or permanent resident, but who has:
   (i) serial engagements with the same engager; or
   (ii) a visa permitting work within our jurisdiction, not restricted to a single engager.
   (B) A regular-extended visa member shall have all the rights and obligations of a regular member.
   (C) The Association shall have full power to grant, refuse or rescind regular-extended visa membership.
   (D) An artist previously accepted as a regular-extended visa member shall have their regular-extended visa membership extended upon renewal of the engagement for which the regular-extended visa membership was initially granted.
   (E) Regular - extended visa membership automatically terminates, and the artist reverts back to permittee 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.
   (F) When a member attains permanent resident status, the artist shall become a regular member of the Association without payment of a new initiation fee.

Non-Resident AEA Members

8. (A) An Actors Equity Association (AEA) member shall be required to join as a non-resident AEA member, in accordance with the terms of the Reciprocal Agreement between the Association and AEA when the artist has legally entered Canada solely for the purpose of an engagement that has been approved by the Association.
   (a) The artist shall be required to be in good standing with AEA in order to be eligible for such engagement.

(B) A non-resident AEA member shall pay to the Association:
  (i) the initiation fee, set out in Bylaw 37, subject to the terms of the Reciprocal Agreement, the applicable semi-annual basic dues and the appropriate insurance premiums; and
  (ii) working dues at the rate set out in Bylaw 47(B).

(C) A non-resident AEA member shall remain in good standing for the duration of their engagement in Canada.

(D) As of the termination of the approved engagement, a non-resident AEA member shall not be required to pay basic dues. They shall pay the applicable semi-annual basic dues should they return to Canada for a subsequent engagement.

(E) A non-resident AEA member shall have all the rights, privileges, duties and obligations of a regular member but they shall have no vote in any membership meeting or election, nor hold any office. They may participate in the election of the Equity Liaison. Further, a non-resident AEA member may participate in voting on concessions to the applicable negotiated or promulgated scale agreement for their engagement.

(F) If a non-resident AEA member becomes a citizen of Canada or permanent resident, the artist shall become a regular member of the Association without payment of a new initiation fee.

Non-Resident - Theatre or Opera Members (Legacy)

9. (A) A non-resident – theatre or opera member is an artist who was admitted to the Association as a non-resident member – theatre or opera prior to December 2021.

(B) A non-resident - theatre or opera member shall pay to the Association:
  (i) basic dues while under contract, at the rate set out in Bylaw 41; and
  (ii) working dues at the rate set out in Bylaw 47(B).

  As of the completion of their engagement, such member shall not be required to pay basic dues. They shall pay the basic dues for the current six-month dues billing period should they return to Canada for a subsequent engagement.

(C) A non-resident – theatre or opera member shall have all the rights, privileges, duties and obligations of a regular member but they shall have no vote in any membership meeting or election, nor hold any office. They may participate in the election of the liaison. Further, such member may participate in voting on concessions to the applicable negotiated or promulgated scale agreement for their engagement.

(D) If a non-resident – theatre or opera member becomes a citizen of Canada or permanent resident, the artist shall become a regular member of the Association without payment of a new initiation fee.

Life Members

10. (A) A life member is a member of the Association whom Council has recognized to have made an outstanding contribution to the performing arts and to the Association.

(B) A life member shall pay no basic or working dues but shall have all rights and privileges, and other duties and obligations of membership.

Associate Members – Ballet and Opera

11. (A) The Association may admit as an associate member an artist engaged by a ballet or opera company under a negotiated agreement on a single contract for one or more productions.

(B) An associate member shall pay 50% of the initiation fee set out in Bylaw 37 plus the basic dues for the current six-month dues billing period 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 basic dues for the current six-month dues billing period and to become a regular member of the Association.

(D) An associate member engaged at any of the ballet companies shall have all the rights, privileges, duties and obligations of a regular or regular-extended visa member for the period of their associate membership.

(E) An associate member engaged at any of the opera companies shall have all the rights, privileges, duties and obligations of a regular or regular-extended visa member for the period of their associate membership, but they shall have no vote in any membership meeting or election, nor hold any office. They may participate in the election of the Equity Liaison. Further, an associate member may participate in voting on concessions to the applicable negotiated or promulgated scale agreement for their engagement.

Affiliate Members – Touring Into the USA

12. (A) The Association may admit as an affiliate member – touring into the USA an artist who is a citizen of Canada or permanent resident, engaged for a touring production under a single

Association contract governed by a negotiated or promulgated scale agreement, and who has not chosen to join the Association as a regular member at that time. Further, the production must be touring outside of Canada.

(B) An affiliate member - touring into the USA shall pay a reduced initiation fee of 50% before being granted membership.

(C) The affiliate member - touring into the USA shall pay the same permit filing fees as apply for a permittee as set out in Bylaw 36(i) plus the applicable basic dues as stated in Bylaw 41 for the period of engagement.

(D) During the term of their engagement, an affiliate member - touring into the USA shall obey and be subject to the Bylaws of the Association. They shall have no vote in any membership meeting or election, nor hold any office, but they may participate in the election of the Equity Liaison. Further, they may participate in voting on concessions to the applicable negotiated or promulgated scale agreement for their engagement.

(E) Engagements as an affiliate member - touring into the USA are subject to deductions and expiration of filing fees, as per Bylaw 19.

(F) The initiation fee expires three years after the start of the associated engagement.

(G) Affiliate membership - touring into the USA shall terminate at the completion of the engagement contract, and the artist will revert back to permittee.

Honorary Members

13. (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.

NON-MEMBERS

Apprentices

14. (A) An apprentice is an artist who:

(i) is a citizen of Canada or permanent resident;

(ii) is not subject to a reciprocal agreement which provides for a different process;

(iii) has not yet fulfilled the requirements to be a regular member or who chooses not to join the Association, after having met those requirements; and

(iv) is offered an Association apprentice engagement governed by any one of Association's negotiated or promulgated scale agreements.

(B) During the term of their apprentice engagement, an apprentice shall be subject to the Bylaws of the Association but shall have no vote in any meeting nor hold any office.

(C) One apprentice credit shall be granted for each completed engagement as an apprentice that has been registered with the Association.

Permittees

15. (A) A permittee is an artist who:

(i) is a citizen of Canada or permanent resident;

(ii) is not subject to a reciprocal agreement which provides for a different process;

(iii) has not yet fulfilled the requirements to be a regular member or who chooses not to join the Association; and

(iv) has signed an engagement contract under the Association's negotiated or promulgated scale agreements or engagement policies that guarantee a minimum fee.

(B) During the term of their engagement, a permittee shall be subject to all rules and Bylaws of the Association. They shall have no vote in any membership meeting or election, nor hold any office. However, a permittee may participate in voting on concessions to the applicable negotiated or promulgated scale agreement for their engagement.

Non-Resident Permittees

16. (A) Artists legally admitted to Canada solely for the purpose of engagement in a production shall be eligible to be engaged as non-resident permittees, provided that the Association has approved of the engagement prior to the entry of the artist into Canada.

(B) The Association shall have full power to approve, refuse, rescind or extend non-residents permits.

(C) Theatre

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 permittee only in circumstances that do not disadvantage Association members.

Without limitation, this shall preclude:

(i) replacement of Association members, except where the skills of the non-resident applicant are unique or essential to the success of a production employing Association members;

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

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

(D) Opera and Ballet

Within the opera and ballet disciplines, where a reciprocal agreement does not provide for a different process, the Association may grant permission for an artist to be engaged as a non-resident permittee.

(E) In lieu of working dues or basic dues, an artist working as a non-resident permittee shall pay the permit filing fee set out in Bylaw 36(i) and an amount equivalent to the appropriate insurance premium by source deduction for each permit.

A maximum of $400 per engagement will be applied to the eventual initiation fee. Permit filing fees paid in excess of this amount are non-refundable.

(F) If a non-resident permittee becomes a citizen of Canada or permanent resident, the artist may become a regular member of the Association.

(G) During the term of their engagement, a non-resident permittee shall be subject to the Bylaws of the Association. They shall have no vote in any membership meeting or election, nor hold any office. However, a non-resident permittee may participate in voting on concessions to the applicable negotiated or promulgated scale agreement for their engagement.

Unit Company Permittees

17. (A) The Association may approve unit company status where the Association is satisfied that:

(i) the company is an organization that will present at least one full production 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; and

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

(B) An artist performing in a recognized unit company shall be engaged as a unit company permittee.

(C) A unit company permittee shall pay an amount equivalent to

(i) 50% of the initiation fee set out in Bylaw 37; and

(ii) the applicable basic and working dues as set out in Bylaws 41 and 47(B) for the period of engagement.

(D) The engagement of a unit company permittee shall be governed by the terms and conditions in the applicable negotiated or promulgated scale agreement. A unit company permittee may serve as Equity Liaison for the production.

(E) During the term of their engagement, a unit company permittee shall obey and be subject to the Bylaws of the Association. They shall have no vote in any membership meeting or election, nor hold any office, but they may participate in the election of the Equity Liaison. Further, a unit company permittee may participate in voting on concessions to the applicable negotiated or promulgated scale agreement for their engagement.

PERMITS

General

18. (A) Permits are offered to non-members, to facilitate engagements under the terms of an Association contract for a performer, director, stage manager, choreographer, fight director, or intimacy director. Permits offer access to professional experience and professional contracts, while not binding artists to the obligations of regular membership.

(B) An artist working within the jurisdiction of the Association as a performer, stage manager, director, choreographer, fight director, or intimacy director, shall be eligible for a permit upon being offered an Association contract under any negotiated or promulgated scale agreement or policy.

(C) Notwithstanding the terms of Bylaw 18(B), 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.

(D) Notwithstanding the terms of Bylaws 18(B) and (C), the Association may, in its 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;

(iii) the engagement is in excess of 10 weeks;

(iv) the engagement is on a commercial contract; or

(v) the artist will be working under a contract in another jurisdiction subject to a reciprocal agreement with the Association.

(E) An artist working under a permit shall work under the same negotiated or promulgated scale agreement terms as a regular member for the duration of the permit, with the exceptions that the artist shall not:

(i) be eligible to vote for or serve as an Equity Liaison;

(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.

(F) In lieu of working dues or basic dues, an artist working under a permit shall pay the permit filing fee set out in Bylaw 36(i) by source deduction for each permit. A maximum of $400 per engagement will be applied to the eventual initiation fee. Permit filing fees paid in excess of this amount are non-refundable.

(G) For an artist working under a permit, and who is also pursuing membership through apprentice credits, each permit will count as an apprentice credit, including retroactively.

(H) The following count as one permit:

(i) 14 workdays or more, including free days;

(ii) for shorter duration contracts, each 12 workdays aggregated across multiple permit contracts; and

(iii) remounts and tours of the same original production, with the artist engaged in the same role or position.

Expiration of Permit Filing Fees

19. (A) Permit filing fees applied to the initiation fee expire three years from the end of the associated permit.

(B) If extenuating circumstances prevent the artist from being able to join in a timely manner, and to 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 Bylaw 36(v) is payable.

APPRENTICE CREDITS

Apprentice Credits for Performers – Stratford Addendum and Opera Agreement (OPA)

20. (A) Apprentice credits are granted to non-members, in recognition of experience gained while working on productions under the Stratford Addendum to the Canadian Theatre Agreement and the Opera Agreement (OPA).

(B) An artist wishing to pursue a career within the jurisdiction of the Association as a performer may be engaged as an apprentice if they are:

(i) a citizen of Canada or permanent resident;

(ii) 16 years of age or older; and

(iii) not a member of any professional performing artists' association or union;

(C) One apprentice credit is granted for each completed registered engagement as an apprentice.

(D) An artist engaged as an apprentice shall pay the applicable apprentice fee set out in Bylaw 36(ii) or (iii) for each apprentice 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 three apprentice credits have been acquired, the portion of the apprentice fee that goes toward the initiation fee is no longer levied. The artist may voluntarily pay the entire apprentice fee for subsequent apprentice credits and continue to reduce their eventual initiation fee.

(F) Apprentice fees applied to the initiation fee are subject to expiration as per Bylaw 36(v).

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

Apprentice Credits for Stage Managers

21. (A) Apprentice credits are granted to non-members, in recognition of experience gained while working on productions governed by an Association negotiated or promulgated scale agreement or engagement policy.

(B) An artist wishing to pursue a career within the jurisdiction of the Association as a stage manager, may be engaged as an apprentice if they are:

(i) a citizen of Canada or permanent resident;

(ii) 16 years of age or older; and

(iii) not a member of any professional performing artists' association or union.

(C) One apprentice credit shall be granted for each completed engagement as an apprentice that has been registered with the Association.

(D) An artist engaged as an apprentice shall pay the applicable apprentice fee set out in Bylaw 36(iv) for each apprentice 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) Apprentice fees applied to the initiation fee are subject to expiration as per Bylaw 19.

22. (A) First Apprentice Credit

Except where an artist pursuing membership through apprentice credits has had a prior permit, a first apprentice credit may only be acquired for participation in productions governed by one of the negotiated or promulgated scale agreements.

(B) Subsequent Apprentice Credits

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 Association members and 66.6% of the performers are Association members; and

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

(C) Upon attaining the requisite number of credits set out in Bylaw 27(C) as applicable, the portion of the apprentice fee that goes toward the initiation fee is no longer levied. The artist may voluntarily pay the apprentice fee for subsequent credits and continue to reduce their eventual initiation fee.

(D) Maximum Apprentice Credits

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

Upon having obtained the maximum number of stage management apprentice credits, an artist is no longer eligible to be engaged as a stage management apprentice.

Apprentice Credits for Intimacy Directors

23. (A) Apprentice credits are granted to non-members, in recognition of experience gained while working on productions governed by an

Association negotiated or promulgated scale agreement which specifically includes apprentices as a category of engagement or while working on a production under an engagement policy which meets the requirements listed below.

(B) An artist engaged as an apprentice shall pay the applicable apprentice fee set out in Bylaw 36(iv) for each apprentice 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.

(C) Although only one apprentice credit may be applied towards the joining criteria, the artist may voluntarily continue to work as an Apprentice, pay the apprentice fee for subsequent apprentice credits, and continue to reduce their eventual initiation fee.

(D) Apprentice credits will be granted for participation in productions governed by any one of the negotiated or promulgated scale agreements or engagement policies only where the intimacy director is an Association member.

(E) Apprentice fees applied to the initiation fee are subject to expiration as per Bylaw 19.

Expiration of Apprentice Fees

24. (A) Contributions to the initiation fee expire three years after the start of the associated apprentice credit engagement.

(B) If extenuating circumstances prevent the artist from acquiring sufficient apprentice 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.

(i) 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.

(ii) 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 Bylaw 36(v) is payable.

JOINING AS A REGULAR OR REGULAR-EXTENDED VISA MEMBER

25. For any artist joining as a regular or regular-extended visa member the following apply:

(A) If joining requirements are completed by the end of the first two weeks of a contract, the permit filing fees deducted for that entire contract will be applied toward working dues, RRSP contributions and insurance premiums, as for regular or regular-extended visa members.

(B) If joining requirements are completed following the first two weeks of a contract, the permit filing fees deducted for that entire contract will be applied as for a permit contract.

Performer

26. (A) An artist working as a performer may apply to the Association to join as a regular or regular-extended visa member by submitting their completed membership application form, the initiation fee, and the basic dues for the current six-month dues billing period, as stated in Bylaws 37 and 41, at any time after signing their first Association contract under a negotiated or promulgated scale agreement, which contract may not be less than 14 work days, including free days. For shorter duration contracts, 12 workdays aggregated across multiple permit contracts may be combined to qualify to join.

(B) An artist working as a performer may apply to the Association to join as a regular or regular-extended visa member without reference to a contract, upon acquisition of three apprentice credits, including those acquired under the terms of Bylaw 18(G).

(C) When pursuing membership through both registered apprentice credits and permits, an artist may make use of either joining option as it becomes available.

(D) Alternatively, an artist working as a performer may join upon application to Association for admittance by virtue of professional reputation or based on a body of work, which shall require the submission of a complete CV, listing all engagements as a performer and other related work experiences in the live performance or recorded media.

Stage Manager

27. (A) As a general rule, an artist working in stage management may only join as a regular or regular-extended visa member through demonstrated experience gained under productions governed by an Association negotiated or promulgated scale agreement or engagement policy.

(B) An artist working in stage management may apply to the Association to join as a regular or regular-extended visa member without reference to a contract by submitting their completed membership application form, the initiation fee and the basic dues for the current six-month dues billing period, as set out in Bylaws 37 and 41, at any time after completion of the engagement for their fourth permit. Apprentice credits do not count toward the required number of permits.

(C) An artist working in stage management may apply to the Association to join as a regular or regular-extended visa member without reference to a contract, by submitting their completed membership application form, the initiation fee and the basic dues for the current six-month dues billing period, as set out in Bylaws 37 and 41, at any time after accumulating:

(i) Eight Apprentice Credits
Upon acquisition of eight apprentice credits, including at least two credits acquired on productions governed by one of the negotiated or promulgated scale agreements; or

(ii) Six Apprentice Credits
Upon acquisition of six apprentice credits, 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 or promulgated scale agreements.

(D) Where it can be demonstrated that an undue restriction (geographical or other) prevents an artist from completing the joining requirements, 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.

28. To apply for the following apprentice credits, the artist must write a letter of application to the Executive Director, who will determine if a credit may be granted to:

(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 engagement as an apprentice or permittee, under an Equity negotiated or promulgated agreement, may retroactively apply for an additional apprentice 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.

This credit does not count as a credit with a second engager.

(B) An artist working in stage management, who has completed their first engagement as an apprentice or permittee, under an Equity negotiated or promulgated agreement, may retroactively apply for an additional apprentice credit in recognition of receipt of a certificate of completion from the SMArts (Stage Managing the Arts) training program. This credit does not count as a credit with a second engager.

(C) An artist working in stage management in recognition of their professional stage management “body of work”.

Apprentice Credits and Permits

29. An artist working in stage management can pursue membership through:

(i) registered apprentice or permit as set out in Bylaw 27(B) and (C) above; or

(ii) a combination of both registered apprentice credits and permits. In such instances, permits can be applied toward the total number of required apprentice credits, however apprentice credits will not be applicable towards the total number of required permits.

Directors

30. An artist working as a director may apply to the Association to join as a regular or regular-extended visa member by submitting their completed membership application form, the initiation fee and the basic dues for the current six-month dues billing period, as set out in Bylaws 37 and 41, in any of the following ways:
    (i) at any time after signing their first Association contract under a negotiated or promulgated scale agreement, as a director;
    (ii) after having accumulated permit filing fees equal to the initiation fee, under a negotiated or promulgated scale agreements or engagement policies that guarantee a minimum fee; or
    (iii) upon application to Association for admittance by virtue of professional reputation or based on a body of work, which shall require the submission of a complete C.V., listing all directorial and other related work experiences in the live performance or recorded media. When pursuing membership by application, a director may join as a regular or regular-extended visa member, upon confirmation of eligibility for membership.

Intimacy Directors

31. As a general rule, an artist working in intimacy direction may only join the Association through demonstrated training and experience. An artist working as an intimacy director may apply to the Association to join as a regular or regular-extended visa member, by submitting the following materials:
    (A) A completed membership application form, the initiation fee, and the basic dues for the current six-month dues billing period, as set out in Bylaws 37 and 41.
    (B) A completed Intimacy Director Application Form.
    (C) Proof of at least three engagements as an intimacy director of which:
        (i) one engagement must have been done under an Association contract under a negotiated or promulgated scale agreement.
        (ii) the other two engagements may come from work done in recorded media, under an Association engagement policy, on a non-Association production or with a registered apprentice credit. Only one apprentice credit may be applied towards joining. Work done outside of Canada will be recognized.

Where the work is not clearly contracted under any of the titles of intimacy director, coach or captain, comparable proof of engagement in that capacity may be accepted for the purposes of this Bylaw.

(D) Two letters of reference, from two different productions, as detailed in the Intimacy Director Application Form:

(i) one of which must come from any of an intimacy director/professional mentor, director, producer, stage manager or other senior person who worked with the applicant in their capacity as an intimacy director; and

(ii) one from a Performer that they have worked with in their capacity as an intimacy director.

(E) Proof of having completed no less than 50 hours of intimacy training, including those training requirements detailed in the Intimacy Director Application Form.

32. An artist who is already a member of the Association and wishes to be recognized as an intimacy director shall be required to demonstrate proof of the same criteria above, subject to approval by Equity.

Fight Directors

33. (A) An artist working as a Fight Director may apply to the Association to join as a regular or regular-extended visa member, by submitting their completed membership application form, the initiation fee and the basic dues for the current six-month dues billing period, as set out in Bylaws 37 and 41:

(i) at any time after completing their first Association contract under a negotiated or promulgated scale agreement; and

(ii) having confirmed their accreditation as a Fight Director with a professional Fight Directors' society that has been approved by the Association.

(B) Where it can be demonstrated that an undue restriction (geographical or other) prevents an artist from completing the joining requirements, despite having taken all reasonable steps to do so, the artist, may apply to the Executive Director to join the Association without reference to a contract.

Choreographers

34. An artist working as a choreographer may apply to the Association to join as a regular or regular-extended visa member by submitting their completed membership application form, the initiation fee and the basic dues for the current six-month dues billing period, as set out in Bylaws 37 and 41, at any time after completing their first Association contract, as a choreographer, under a negotiated or promulgated scale agreement.

FINANCES AND DUES

Fiscal Year

35. The fiscal year of the Association shall end on June 30.

Permit Filing Fees and Apprentice Fees

36. The following fees apply:
    (i) permit filing fee – is the total of 8.25% of the engagement fees plus the equivalent of the applicable insurance premium. A maximum of $$400 per engagement will be applied to the eventual initiation fee;
    (ii) apprentice fee for performers – $150, of which $125 will be applied to the eventual initiation fee;
    (iii) apprentice fee for performers engaged under the Opera Agreement – $125, of which $100 will be applied to the eventual initiation fee;
    (iv) apprentice fee for stage managers and intimacy directors – $75, of which $62.50 will be applied to the eventual initiation fee; and
    (v) extension fee – $25.

Initiation Fee

37. A candidate for membership shall pay an initiation fee of $1,200, together with the basic dues for the current six-month dues billing period, on acceptance of membership.
38. Where the initiation fee is reduced in keeping with the terms of a reciprocal agreement, the reduction will be in addition to any eligible permit fees already applied to the initiation fee.
    (A) The application of the reduced initiation fee as per the reciprocal agreement only applies to the first instance of joining.
39 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.
40. 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.

Basic Dues for Regular, Regular-Extended Visa, or Non-Resident Members, and Associate Member – Ballet and Opera

41. (A) A regular, regular-extended visa, or associate member – ballet and opera, shall pay basic dues of $200 per year ($212 as of May 1, 2028).
    (B) A non-resident theatre or opera member (legacy) shall pay the applicable basic dues when under an Association contract.

(C) Except as otherwise required in Bylaws, basic dues shall be payable in equal semi-annual installments on the first days of May and November.

(D) A regular, regular-extended visa, non-resident member, or associate member – ballet and opera, shall pay dues within three months after the dues become payable.

Dues Remission

42. Regular members are eligible for the remission of basic dues:
    (i) at age 65 for performers, stage managers, directors, choreographers, fight directors, and intimacy directors, at age 55 for opera singers and at age 45 for ballet dancers; and
    (ii) have paid basic dues as billed, and been a member in good standing, without entering arrears status for the 10 consecutive years immediately prior to the first six-month basic dues billing period when they would be eligible for dues remission.

43 Basic dues remission is not automatic, and members must apply for this status. A member who declines to apply at the time they become eligible may still apply at any later date, so long as they are in good standing at the time of their application.

44 A regular member who has been in arrears or on withdrawal for two or more consecutive billing periods during those 10 years will become eligible to apply after adding the number of billing periods they were in arrears or on withdrawal to the 10 consecutive year period.

45 Regular members on dues remission do not pay basic dues but will continue to pay working dues when under contract.

46 Notification of eligibility to apply for dues remission will be sent to all members eligible according to Bylaw 42 immediately prior to the first six-month basic dues billing for which dues remission may be granted.

Working Dues for Regular, Regular-Extended Visa, and Non-Resident Members, and Associate Members – Ballet and Opera

47. (A) In addition to the payment of basic dues, a regular, regular-extended visa, or non-resident member, or an associate member – ballet and opera, 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 earnings of a regular, regular-extended visa, non-resident member, or an associate member – ballet and opera, 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 Bylaw, the member shall remain responsible for the remittance of dues to the Association.

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

MEMBERSHIP ARREARS

Arrears

49. (A) Where a regular, regular-extended visa, non-resident member, or an associate member – ballet and opera, has not remitted a basic dues payment within the applicable time set out in Bylaw 41, or a working dues payment as set out in Bylaw 47, they will be considered in arrears and shall be assessed a $15 penalty in addition to the first missed dues payment.

(B) A regular, regular-extended visa, non-resident member, or an associate member – ballet and opera, who remains in arrears on basic dues longer than three months shall be assessed a further $15 penalty payment per quarter to be billed at the beginning of the quarter, in addition to the penalty assessed in Bylaw 49(C)(iii).

(C) In order to come out of arrears and back into good standing, a regular, regular-extended visa, non-resident member, or an associate member – ballet and opera shall:

(i) pay all outstanding dues, and penalties owing to the Association, not to total more than 50% of the current initiation fee; and

(ii) pay current basic dues according to the current six-month dues billing and payment schedule.

(D) Any member in arrears shall not sign any contract for services within the jurisdiction of the Association.

Where, in contravention of this Bylaw, a member is signed to a contract within the jurisdiction of the Association while in arrears, all outstanding and current basic dues and, penalties, and an administrative fee, shall be paid prior to the first day of the engagement, failing which the engager shall be advised to deduct and remit the full amount outstanding.

(E) Any member in arrears shall not have the privileges or rights of membership, but shall continue to abide by Bylaws and rules of the Association.

(F) Failure to pay dues for eight consecutive dues billing periods, as per the dues billing and payment schedule, will terminate membership.

MEMBERSHIP WITHDRAWAL AND RESIGNATION

Withdrawal

50. (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 Association. Withdrawal is available to regular, regular-extended visa, and associate members in good standing only.

(B) A withdrawn regular or and regular-extended visa member shall not provide services, with or without a contract, within the jurisdiction of the Association.

(C) A withdrawn regular, regular-extended visa, or associate member shall not have the privileges or rights of a regular member, but shall continue to abide by all Bylaws and rules of the Association.

(E) A withdrawn regular, regular-extended visa, or associate member shall not be liable for any dues, fees or penalty assessments to the Association while being on withdrawal.

(F) Where a withdrawn regular, regular-extended visa, or associate member is signed to a contract within the jurisdiction of the Association within one year of going on withdrawal, their withdrawn status is reversed, they shall be liable for all unpaid and current dues, and any penalties on missed dues payments, as if they had not gone on withdrawal, unless the fees paid to the artist will not exceed the amount owing.

(G) Where a withdrawn regular, regular-extended visa member, or associate, after the expiry of at least one year of being on withdrawal or in advance of providing services, applies to resume their status as a regular or regular-extended visa member, they shall pay a reinstatement fee of $25, basic dues as per the current six-month dues billing and payment schedule, plus any monies owing at the time of going on withdrawal.

Resignation

51. Any regular, regular-extended visa, or non-resident, member, in good standing may terminate their membership by submitting a signed resignation application to the Executive Director. This application affirms that the member:

(i) will no longer work in Equity's jurisdiction;

(ii) is aware of and has declined the option to place their membership on withdrawal;

(iii) is not indebted to the Association;

(iv) is not currently a Complainant or Respondent in an active Complaints Process; and

(v) agreeing to abide by all terms that Council may determine at the time of any future application for reinstatement.

52. REPEALED.
53. REPEALED.
54. (A) Where a resigned member wishes to rejoin, the resigned member shall apply to the Executive Director, who may accept the application on the terms set out in Bylaw 54(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, the member shall pay the full current initiation fee of the Association and the basic dues for the current six-month dues billing period.
55. A resigned member shall not be eligible for engagement as an apprentice.

MEMBERSHIP SUSPENSION AND EXPULSION

Suspension

56. (A) Where any member has been found to be in contravention of any of Bylaw 67, and the penalty as assessed in Bylaw 91(iii)(c) is suspension, they shall not be reinstated as a member in good standing until such member:
        (i) has fulfilled any requirements imposed by the Resolution Panel;
        (ii) paid any outstanding dues, penalties and current basic dues owing to the Association, not to total more than 50% of the current initiation fee; and
        (iii) paid a reinstatement fee of $25.
    (B) Where a member is signed to a contract within the jurisdiction of the Association while on suspension, they shall be treated as a permittee.
    (C) A member on suspension shall not have the privileges or rights of a regular member but shall continue to abide by all laws and regulations of the Association.
57. (A) A member on suspension shall not accept any contract for services within the jurisdiction of the Association;
    (B) A member on suspension 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 member on suspension shall not be eligible to attend any meetings of the Association or to cast any vote.

Expulsion

58. If any member has been expelled pursuant to Bylaw 91(iii)(d), 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

Standard of Professional Conduct

59. Members of Canadian Actors' Equity Association are artists who uphold professional standards in the practice of their craft and behave in a way that favourably reflects on themselves, the Association, and the live performance community in which they work. Specifically, members are expected to:
    (A) Execute their professional commitments and responsibilities with integrity, and
    (B) Uphold and participate in collaborative and inclusive work environments that respect the dignity and well-being of co-workers.

    As an expression of these values, members will refrain from engaging in Inappropriate Behaviour, as defined in Bylaw 67.

Member Number

60. All members in good standing will be given an Equity member number that should be used in all correspondence with the Association, and may be required to allow access to auditions, meetings, discounts, and other member privileges. A virtual membership card is available in a member's online profile.

Equity Registered Retirement Savings Plan

61. All eligible regular and regular-extended visa members, as determined by the Association, shall sign and return the necessary forms for opening an individual Registered Retirement Savings Plan with such appropriate corporation as designated by Council.

Contracts

62. (A) All members of the Association must sign an appropriate engagement contract as determined by the Association, before the member commences an engagement.
    (B) No member is permitted to enter into a contractual relationship with a defaulting engager, as determined by the Association.

Address, Discipline, Genre and Electoral Region

63. All members of the Association shall be responsible for maintaining on record, with the Association:
    (i) up-to-date contact information, including:
        (a) a permanent address. Such address shall be considered the correct address for all Association business.
        (b) a temporary mailing address if applicable;
        (c) phone number; and
        (d) email address.
    (ii) the work discipline (e.g. performer (actor, singer, dancer), director, stage manager, choreographer, fight director, intimacy director) for which the artist is principally engaged.
        (a) Unless otherwise stated in the joining requirements, a member may change their discipline of record or add an additional discipline within the jurisdiction of the Association, where they can demonstrate:
            (i) one engagement in said discipline under an Equity collective or promulgated agreement; or
            (ii) three engagements in said discipline under an Equity engagement policy; and
            (iii) satisfaction of any certification requirements that may apply for joining as a member within that discipline.
    (iii) the artistic genre (dance, opera, theatre) in which the artist primarily works; and
    (iv) the current electoral region to which the member belongs for voting purposes.

Association Communication

64. By virtue of their membership, members agree to receive essential information from the Association, including but not limited to:
    (i) basic dues notifications;
    (ii) receipts for tax purposes; and
    (iii) ratification, referendum, and other voting materials.

    The Association's default method of communication is email, but communication preferences may be edited in the member's online profile.

COMPLAINTS PROCESS

65. A formal complaint may be filed against a member who violates the Association's Standard of Professional Conduct. The Association and its members commit to a complaint resolution process that is respectful, fair, timely, transparent, and equitable. Where needed throughout the process, accommodations will be made for accessibility.

Scope of the Formal Complaints Process

66. This process applies to:
    (A) Workplaces, as defined by relevant provincial occupational health and safety regulations and related to an engagement under Equity's jurisdiction, be they in-person work sites or digital platforms, including but not limited to:
        (i) rehearsals;
        (ii) performances;
        (iii) fittings;
        (iv) production meetings;
        (v) travel and housing; and
        (vi) social or other events organized by an engager and related to an engagement; and
        (vii) where work continues outside of planned work hours or settings.
    (B) Additionally, this process extends to:
        (i) The pursuit of work under Equity's jurisdiction [i.e., auditions, meetings, and interviews];
        (ii) Member-Councillor interactions where the Councillor is acting in their capacity as a Councillor; and
        (iii) Member-Equity staff interactions where a staff member is acting in their capacity as Equity staff.
        (iv) occurrences at work-related social events where repercussions come back negatively into any formal workplace as defined in (A).

Inappropriate Behaviour

67. Any person, or the Association may file a formal complaint against any member who violates the Association's Standard of Professional Conduct in the workplace by engaging in any of the Inappropriate Behaviour below:
    (A) Abuse of Power

        Use of official or vested authority to improperly disadvantage, discriminate, or harass a person, or to procure personal advantages for oneself.
    (B) Discrimination

The unfair or unequal treatment of a person on the basis of their protected personal characteristics or the Prohibited Grounds of Discrimination, as established in the Canadian Human Rights Act, and/or applicable provincial human rights legislation".

(C) Harassment

Any action, conduct, or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or physical or psychological injury or illness. Though harassment is generally behaviour that persists over time, serious individual incidents may also be considered harassment.

(D) Reprisal

Any action, or threat, that is intended as retaliation for claiming or enforcing a right under the Association's Bylaws, or negotiated or promulgated agreements.

(E) Unprofessional Behaviour

Any workplace behaviour not otherwise specified in Bylaw 67 that would reasonably be regarded as inappropriate and unprofessional within the context of a professional live performance workplace. Such behaviour includes, but is not limited to:

(i) intoxication (of any sort) while at work;

(ii) disregard for member safety or dignity in the workplace; and

(iii) theft of personal property.

(F) Violence

Actions, conduct, threats or gestures that can be reasonably expected to cause harm, injury, or illness. Violence can include verbal threats, abuse, or intimidation.

Frivolous Complaints or Interference in the Complaints Process

68. The Association may file a formal complaint against any member who has been found to have:

(A) filed a formal complaint which is solely frivolous or vexatious in its intent, or made in bad faith; or

(B) interfered with, or failed to adhere to, the terms and conditions of the Complaints Process.

Overview of the Formal Complaints Process

69. The Association will publish a formal complaint process, formal complaint filing form, and materials for guidance.

70. A formal complaint against a member must be filed on a Complaint Filing Form with the Association's Complaints Manager.

(A) Formal complaints of Inappropriate Behaviour, will be directed to Council.

(B) Formal complaints of Inappropriate Behaviour must be filed within one year from the date on which the Complainant became aware or ought to have become aware of the incident(s) giving rise to the complaint.

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

(ii) Filing deadlines may be extended at the discretion of Council in the event that:

(a) Council is satisfied that any delay in filing the complaint was incurred in good faith; and

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

(C) In all cases, it is the responsibility of the party sending time-sensitive communication to ensure verifiable receipt by any applicable deadline.

(D) The alleged Inappropriate Behaviour must be clearly identified by the Complainant so that it may be evaluated and tested. An allegation of unspecified Inappropriate Behaviour in the workplace is insufficient grounds for a complaint.

71. Completion of a formal complaint proceeding is a priority for the Association.

(A) The Association will attempt to conclude complaints within 12 months of the complaint filing.

(B) Should extraordinary circumstances necessitate an extension on the completion deadline of proceedings beyond the conclusion date set out in Bylaw 71(A), either party or the Complaints Manager may apply to Council for permission to extend for a specified period, which permission will not be unreasonably withheld.

Integrity of the Formal Complaints Process

72. Once a complaint has been filed all parties involved will refrain from any activities that could be reasonably seen as an attempt to undermine the fairness of the process.

Interference with the Complaints Process, including any act or threat of reprisal against a participant in the process, shall constitute grounds for disciplinary action.

73. While the Complaints Process is ongoing, all information regarding the complaint will be kept confidential to the fullest extent possible by all parties involved, including the Complainant, Respondent, Council, Review Panel, Resolution Panel, and any members serving as witnesses.

74. During the course of the Complaints Process, including the investigation, parties to the process, as well as witnesses, will not discuss or confer on the incident, complaint or the investigation with the intention or effect of influencing or biasing the process in any way. Contributions to the Complaints Process and investigation are expected to be individual and not collaborative.
75. Throughout the Complaints Process, Councillors will identify any reasonably perceived conflict of interest they have regarding a complaint. The Council President will determine if the Councillor is required to recuse themselves from any discussion or vote on the matter, or in the case of a Review Panel or a Resolution Panel, if they must be replaced.
76. If the Complainant(s) or Respondent(s) feel that there is a conflict of interest concerning any member of the Review Panel or Resolution Panel, or that a panel is lacking in appropriate representation, they must submit their objection to the Complaints Manager in writing within 14 days of being notified of the panel members. The objection must clearly identify the nature of the alleged conflict of interest or lack of appropriate representation. The Complaints Manager will forward any objection to the Council President for consideration.
    (A) Where it is determined that a panel member is in conflict of interest, the member in question shall be removed from the panel and a replacement panel member shall be appointed by the Council President.
    (B) Where it is determined that a panel is lacking in appropriate representation, the Council President may appoint additional member(s) in good standing to address the objection.

Formal Complaints Process

77. A formal complaint will be referred to a Review Panel made up of at least three Council members.
78. The Review Panel will consider the unredacted formal complaint to determine if it:
    (i) contains actions that violate the Association's Standards of Professional Conduct that may be pursued under the existing Bylaws; and
    (ii) has a reasonable prospect for a finding of fault and/or restoration to a respectful workplace.
79. In pursuit of its determination, the Review Panel may elect to:
    (i) consult with the Complainant(s);
    (ii) consult with legal or other experts.

80. Within two regular Council meetings following the filing of a formal complaint, the Review Panel will present to Council a redacted version of the complaint, taking all reasonable steps to preserve the privacy of both the Complainant(s) and the member(s) named in the complaint, along with its recommendation to:
    (i) dismiss the complaint as having failed to demonstrate the necessary criteria as per Bylaws 66 and 67:
    (ii) refer the complaint to a Resolution Panel for further investigation and determination; or
    (iii) refer the matter back to the Complainant(s) and Respondent(s) for mediation.
        (a) Where both parties are amenable, an independent third party will be used to act as a mediator.
        (b) Where one or both parties are not amenable, the options provided in Bylaws 80(i) or 80(ii) will be pursued.

81. Council shall make the final determination on how to proceed regarding a complaint. Having received a complaint and the Review Panel's recommendation, Council may:
    (i) accept the panel's recommended action; or
    (ii) reject the panel's recommended action in favour of another action, per Bylaw 80.

82. (A) The Complainant(s) will receive notice of Council's decision within seven days of the decision.
    (B) Where Council has referred the complaint to a Resolution Panel, the Respondent(s) will receive notice of Council's determination within 14 days of the decision.

    Such notice must include a summary of general process requirements, including explicit mention of the specific deadlines and the ramifications of not participating in the process.

83. Where Council has dismissed the complaint as per Bylaw 80(i), the Complainant may re-submit their complaint if new evidence or additional information has become available since the initial complaint was submitted. The filing deadlines in Bylaw 70(B) still apply.

84. Where Council has referred the matter to a Resolution Panel, the Respondent(s) will be provided with the opportunity to respond to the complaint made against them. The following conditions will apply:
    (A) The response must be received by the Complaints Manager within 30 days notice of notice of the complaint; and
    (B) The response must:
        (i) address each allegation in the complaint;
        (ii) set out which details in the complaint the Respondent(s) agree with or disputes; and
        (iii) include any details that support their dispute.

(C) The deadline for providing a response may be extended at the discretion of the Resolution Panel in the event that:
  (i) the request for the extension is received prior to the deadline expressed in Bylaw 77(A);
  (ii) the panel is satisfied that any delay in providing the response was incurred in good faith; and
  (iii) no substantial prejudice will result to any person affected by the delay.

(D) The Respondent(s) will have 30 days from notification should they wish to file any complaint related to the same underlying matters of the initial complaint.

85. Where Council has referred the matter to a Resolution Panel, the Council President will appoint at least three Council members to serve as the Resolution Panel.

(A) A Councillor who has served on the Review Panel cannot serve on the Resolution Panel.

(B) Council may, in its discretion, direct more than one complaint to the same Resolution Panel when it would make procedural sense and/or when it appears that the joining of the complaints will promote the expeditious resolution of these complaints.

(C) If a vacancy develops on the Resolution Panel, the Council President may use their best judgement as to whether or not a replacement needs to be found, and the best manner for bringing the replacement up to date on the proceedings and will update Council at the earliest opportunity.

86. In pursuit of its determination, the Resolution Panel will:

(i) interview the Complainant(s) and Respondent(s), either separately, or simultaneously in the form of a hearing.

  (a) In the event of a hearing, the panel will provide to the Complainant and Respondent at least 30 days notice of the time and place of the hearing and the deadline by which to submit evidence, including that of any relevant witnesses, that support the arguments presented in the initial formal complaint and response. The panel is not obliged to consider new arguments and allegations.

(ii) consider affidavits or other documentation provided by the Complainant(s) and Respondent(s);

(iii) consider any initial findings provided by the Review Panel;

(iv) consult with witnesses, if necessary;

(v) consult with legal, mediation, or other experts, if necessary;

(vi) refer the investigation to a Third-Party Investigator, if necessary.

87. The Respondent is not obligated to participate in any element of the process. However, where no response, appearance or submission is made by the Respondent, any allegations made in respect of that Respondent may be deemed to have been accepted and the Resolution Panel may proceed to decide the matter on the basis of available information.
88. Throughout the process, 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.
89. The Resolution Panel will render its decision and provide a report, in writing, to the Complaints Manager within 30 days of receipt of the Third Party Investigator's report or conclusion of the hearing, or within six months of the complaint being referred to the panel, whichever is greater.
90. In rendering its decision, the Resolution Panel will endeavor to achieve consensus. However, if consensus cannot be reached, the panel will move to a majority vote.
91. The Resolution Panel's report shall include summary reasons for its decision and at least one of the following determinations:
    (i) dismissal of the complaint;
    (ii) a restorative process that has been solicited from the Complainant and has been proposed to and agreed upon by the Respondent. The restorative process will:
        (a) require the Respondent to acknowledge their role in the harm caused;
        (b) include some form of reparation to address that harm;
        (c) be reasonable and appropriate to the offence; and
        (d) be within the means of the Association to carry out in a productive manner.
    (iii) specify one or more of the following penalties, taking into consideration any action previously taken against the same Respondent under the Complaints Process, and taking guidance from past decisions on complaints of a similar nature:
        (a) reprimand;
        (b) a fine in an amount not to exceed $5,000, with terms for payment. Such fine will be directed to The AFC.
        (c) suspension for a period not to exceed two years;
        (d) expulsion from membership in the Association.
92. The Complaints Manager shall notify the Complainant and Respondent of the Resolution Panel's decision and provide each with a copy of its report within 14 days. The Complaints Manager will provide the report to Council for reference, with any identifying information removed.

93. The decision of the Resolution Panel shall be enforceable immediately following the deadline for launching an appeal, unless reversed by the Appeal Process outlined in Bylaws 95 through 103.

94. If the Respondent was subject to criminal charges related to the same facts underlying the complaint and has either been convicted of said charges or has pleaded guilty to said charges, Council may, at its own discretion, make a determination in the complaint without adhering to the Complaints Process.

Complaint Decision Appeal Process

95. Where the Complainant and/or the Respondent is dissatisfied with the decision of the Resolution Panel, or a penalty imposed under Bylaw 91(iii), either party may submit an appeal to Council. The appeal must be submitted within 30 days of receiving the panel's decision.

    The deadline for submitting the appeal may be extended at the discretion of Council in the event that:

    (i) the request for extension is received prior to the deadline expressed in Bylaw 95 above;

    (ii) Council is satisfied that any delay in filing the appeal was incurred in good faith; and

    (iii) substantial prejudice will result to any person affected by the delay.

96. The appeal must be made in writing to the Complaints Manager and shall include rationale that must be based on at least one of the following grounds:

    (i) the Third Party Investigator and/or Resolution Panel did not provide an impartial investigation or a reasonable opportunity for the presentation of the complaint or defence;

    (ii) the Resolution Panel based their decision on facts that were not in evidence, did not follow the processes set out in the Bylaws, or otherwise materially erred in its procedure;

    (iii) the decision contains an obvious material error;

    (iv) 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 investigation; or

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

97. Council will receive the appeal with the identifying information removed, and shall, at its next regular meeting, consider the grounds for the appeal and may, in its sole discretion:

    (i) dismiss the appeal where it does not meet the grounds for appeal expressed in Bylaw 96; or

    (ii) accept the appeal for consideration at a subsequent meeting and determine such date with an aim to resolve it in a timely manner.

98. When considering an appeal, Council members who sat on the Resolution Panel will recuse themselves from any vote on the appeal and limit their participation in discussion to providing clarification if requested by Council.
99. Where Council has accepted an appeal for consideration, the Complaints Manager shall provide prompt notice to the original Complainant and Respondent and offer them the opportunity to provide additional written submissions addressing the grounds stated in the appeal.
    (A) The deadline for any additional written appeal submissions will be at least 14 days prior to the meeting date.
    (B) The deadline for written submissions may be extended at the discretion of Council in the event that:
        (i) the request for extension is received prior to the deadline expressed in Bylaw 99(A);
        (ii) Council is satisfied that any delay in submitting written submissions was incurred in good faith; and
        (iii) no substantial prejudice will result to any person affected by the delay.
100. Any penalties imposed under 91(ii) will be suspended during the Appeal Process.
101. Council will determine the outcome of the appeal based on the written submissions addressing the grounds for appeal and may:
    (i) uphold the original decision, thereby dismissing the appeal;
    (ii) appoint a new Third Party Investigator and/or Resolution Panel; or
    (iii) alter the penalty and/or remedy imposed by the Resolution Panel.
102. The Complaints Manager will notify the original Complainant and Respondent of Council's decision on the outcome of the appeal within 14 days.
103. The appeal decision of Council is final and binding.

Notice to Membership

104. Council will publish an annual notice to the membership providing general, non-identifying information on new formal complaints received, ongoing complaints, and complaints that have concluded the Complaints Process within the annual reporting period.
    In cases of expulsion from membership of the Association, the Respondent will be identified in a notice to the membership within 30 days of the motion for expulsion being passed by Council.

Administrative Infractions

105. The Association may take action against any member who violates the Association's Duties of Membership. Specifically, a member who:
    (i) works on an engagement contract while not in Good Standing;

(ii) fails to pay monies owing to the Association;

(iii) fails to sign an appropriate engagement contract as determined by the Association;

(iv) works for less than the applicable minimum fees or those fees as modified by concession by the Association;

(v) works for a defaulting engager as determined by the Association;

(vi) fails to respect a reciprocal agreement between the Association and another association;

(vii) fails to fulfil the terms of an engagement without reasonable cause, including lateness to rehearsals or performances;

(viii) refuses to fulfil a contract without reasonable cause.

106. The Executive Director will take steps necessary, in the context of the Administrative Infraction, to determine whether a penalty is merited, ensuring that:

(i) the Respondent is given an opportunity to respond or resolve the matter; and

(ii) the applicable negotiated or promulgated scale agreement or engagement policy does not already provide for penalties appropriate to the infraction.

107. The following penalties may be imposed by the Executive Director:

(i) for Administrative Infractions, as per Bylaws 105 (i) and (ii):

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

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

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

(ii) for Administrative Infractions, as per Bylaws 105(iii) and 105(vi):

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

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

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

(iii) for Administrative Infractions, as per Bylaw 105(vii):

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

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

(c) 3rd offence: a fine of up to $750.

(iv) for Administrative Infractions, as per Bylaw 105(viii):

(a) 1st 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

(b) 2nd offence: a fine of up to two weeks' fees as stated on the contract or a calculated equivalent where there is no guaranteed fee.

108. A member may file an appeal with Council regarding for the decision on an Administrative Infraction based on at least one of the following grounds:

(i) that the penalty imposed was excessive; or

(ii) the penalty was inappropriately applied.

(A) In the case of an appeal of a penalty imposed by the Executive Director under Bylaw 107, Council may:

(i) uphold the decision of the Executive Director;

(ii) alter the penalty imposed by the Executive Director, within the bounds of Bylaw 107; or

(iii) set aside the penalty.

The Appeal Process will follow the same process set out in Bylaw 96.

109. The appeal decision of Council is final and binding.

MEETINGS OF MEMBERS

110. All official in-person meetings of members – whether National, Regional or Special – shall be held in accessible facilities. Accommodations for any members requiring accessibility services will be provided, upon request.

National Meetings

111. A National Annual General Meeting (National AGM) shall be held during each year, at such time and place as Council may designate.

112. (A) A notice of the National AGM with the proposed agenda shall be shared with all regular, regular-extended visa, and life members, at least 30 days prior to the date of the meeting.

(B) Quorum shall be 50 of such members in good standing, in attendance at the National AGM.

(C) The members in attendance at the National AGM shall accept the financial statements 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 statements and appoint the auditor, on behalf of the membership, at its next meeting.

113. (A) Members in attendance shall have the ability to propose a resolution at the National AGM provided they have given the proposed resolution in writing to the Council President at least 10 days in advance of the meeting.

(B) Where Council decides at its first meeting following a meeting of members that a resolution passed at the National AGM 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

114. (A) Each geographic region shall hold a Regional Annual General Meeting (Regional AGM) 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 regular, regular-extended visa and life members, 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.

Special Meetings

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

Rules of Order

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

COUNCIL

Composition

117. (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) 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.

Officers

118. 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.
119. 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 Bylaw 120.
120. 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.
121. 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.
122. Council will determine and declare in its policies a job description for each officer.
123. Council may, at its sole discretion, name any previous Council President, President Emeritus. A previous Council President so named may, at Council's discretion, attend Council meetings with voice, but no vote.

Authority

124. Council shall decide all matters of policy for the carrying out of the objects of the Association.
125. Council will determine and declare in its policies rules for its own effective and efficient operation.
126. In order to ensure that Council maintains its ability to govern effectively and to a high standard on behalf of the membership, 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 the Association.
127. 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

128. 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 Council committee and appoint a Councillor to serve as liaison.

129. (A) All Council committees are advisory and serve at the behest of Council.

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

COUNCIL ELECTIONS

Distribution of Regional Council Seats

130. 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 Bylaw 117(A).

Regional Boundaries and Disciplines

131. (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 Bylaw 131(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 Bylaw 131(A), there shall be the following discipline-based regions:

(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.

Elections for Council

132. There shall be one election for members of Council every three years.
133. Council will determine and declare in its policies rules for the secure, anonymous, verifiable and accurate conduct of election logistics.
134. 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.
135. Notwithstanding Bylaw 162, Bylaws related to the election of Council and the Officers of Council shall not be amended within 12 months prior to the election of Council.

Eligibility for Nominations and Candidacy

136. Only regular, regular-extended visa, and life members in good standing are eligible to nominate or stand as candidates. A member from any region may nominate a candidate from any region.
137. 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 discipline-based region, according to the member's chosen discipline and permanent residence.

    Permanent address, work discipline, and/or artistic genre (dance or opera only) shall determine eligible electoral region for voting purposes.
138. Eligibility

    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 regular, regular-extended visa, or life member of the Association in good standing; and
    (iii) is a resident of Canada.
139. Bylaw 136 notwithstanding, a member who has been found, in violation of Bylaw 67, as determined through the Compliant Process shall not 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 process has been satisfied, whichever is the longer.

Nominations and Candidacy

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

(i) establish regional recruitment committees, consisting of the sitting Councillor(s) and at least one other member in good standing who shall be a Life Member, regular member or regular extended-visa member;

(ii) Council and Council recruitment committees, acting on its behalf, will:

(a) ensure that all election communications include a diversity statement with appeals for candidates from historically under-represented identities or communities in any solicitation of nomination or candidacy;

(b) make every effort to ensure that all eligible members are notified of their opportunity for nomination and candidacy;

(c) endeavour to recruit at least one more candidate than seats in the region to encourage a democratic process for electing leadership;

(d) make every effort to personally contact each candidate in the region to make sure they understand what's expected of a Council member; and

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

141. At the start of the nominations period, members shall be notified:

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

(ii) that all candidates for election will submit a written and if desired a recorded candidate statement for distribution to members; all statements and materials must be received at the National Office no later than five days after nominations close; and

(iii) that all candidates for election will speak at an in-person or virtual all-candidates meeting or have a statement presented on their behalf.

142. Nominations close no later than one month prior to the start of the voting period. The nomination period shall last no less than one month.

Voting Process

143. 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 discipline-based region, according to the member's chosen discipline and residence.

Permanent address, work discipline, and/or artistic genre (dance or opera only) shall determine eligible electoral region for voting purposes.

144. (A) Only eligible members of any age, in good standing at the time of the enumeration are eligible to vote.
    (B) Enumeration to determine eligibility will close 24 hours prior to the close of voting.
145. A voter kit, including a ballot, a notice of the election, and a list of candidates and election statements (including links to written and/or video statements where available), shall be provided to each member eligible to vote no later than the first day of voting.
146. The voting period shall be no shorter than two weeks and no longer than three weeks and shall close on the last Thursday of November.
147. Only those ballots received by the established voting deadline shall be valid ballots.
148. The members receiving the highest number of votes in each region shall be elected and shall assume office at the first regular meeting of Council following the election and shall serve for three years until the first regular meeting of Council in the subsequent term.
149. Council will announce the winner of each race and, make accessible the total number of votes cast in each race and the vote count for each candidate.

Election Result Challenge

150. (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 Council 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 Council 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.

REFERENDUMS

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

152. 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.

153. (A) Any regular, regular-extended visa, or life member of the Association in good standing, is eligible to vote in a referendum.
(B) Enumeration to determine eligibility will close 24 hours prior to the close of voting.

154. (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 Council President. It is the responsibility of the member submitting the challenge to confirm receipt of their challenge.
(B) Upon receipt of such a challenge, the Executive Director and Council 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.

INDEMNITY OF COUNCIL MEMBERS AND EMPLOYEES

155. 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.

EXECUTIVE DIRECTOR

156. 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.

MEMBERSHIP AND ORGANIZING ACTIVITIES

157. Membership organizing activities that would extend the jurisdiction of the Association require the approval of Council.
158. 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, regular extended-visa and life members in good standing.

SCALE AGREEMENTS

159. (A) Where a scale agreement has been negotiated with a producer or producers' organization:
    (i) if it is a new agreement, the group of regular, regular-extended visa, associate member - opera and ballet, and life 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 regular, regular-extended visa, associate member- opera and ballet, and life 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 regular, regular-extended visa, and life members in good standing who have been engaged under the Canadian Theatre Agreement any addendum thereof, or the Independent Theatre Agreement, at least once in the previous two terms.
    (iv) in the case of any addendum to the Canadian Theatre Agreement, if the addendum contains amendments to any of the working conditions provided for, it shall be submitted for approval to all regular, regular-extended visa, and life members in good standing who have been engaged under that addendum, at least once in the previous two terms.

    (B) Where the incoming agreement would cover a group of members not previously addressed in the agreement, then such group of regular, regular-extended visa and life members in good standing shall be included in the voting group.

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

    (D) Voting may be carried out by mail referendum, by electronic ballot, or by a special meeting of the group of affected 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

160. (A) Eligible members shall make Registered Retirement Savings Plan contributions as a percentage of current earnings within the jurisdiction of the Association.
    (i) The contribution rate shall be 6% unless a different arrangement is in a negotiated or promulgated scale agreement or specifically excluded by the Association under certain forms of engagement.

(B) 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.

(C) 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.

(D) Unallocated funds will be held on behalf of the eligible member for 12 months.
    (a) Following the 12 months, unallocated funds shall be remitted to The AFC.

Special Accident and Sickness Benefits

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

(B) Council shall determine, in consultation with the benefits provider(s), 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 and health benefits, 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(s). Such contract or agreement shall require the consent of the Association before the engager may change or terminate the policy.

BYLAW AMENDMENTS

162. Council, with the exception of changes to dues set out in Bylaws 41 and 47, may amend these Bylaws.

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

164. 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.

165. (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) Twice annually, notice of Bylaw amendments having accumulated in the previous six months, and a brief explanation of the change(s), shall be provided to all members with "mail" set as their communication preference.

(i) With each notice, members will be advised that a full copy of the Bylaws are available online.

166. (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, regular extended-visa, 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 300 regular, regular extended-visa, 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.

167. Neither failure by the Association to apply or enforce any of these Bylaws, nor decision to reasonably defer application or enforcement, shall be deemed to be a waiver of these Bylaws.

Amendment of Bylaws Relating to Dues

168. 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.

RECIPROCAL AGREEMENTS

169. The Association shall be bound by all reciprocal agreements and amendments made with any other Association in the best interest of its members.

Canadian Actors'
EQUITY
Association

CONSTITUTION AND BYLAWS

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