

## ARTICLE 15 – CODE OF ETHICS AND PROFESSIONAL CONDUCT

- 15.1 For the purposes of this Article, a Member means a Member as defined in Article 4, and includes an International Member of the DGC, a permittee and a Member of another Council working within the jurisdiction of DGC Ontario.
- 15.2 Each Member will comply with all provisions of this by-law, any other by-laws of DGC Ontario, all resolutions of DGC Ontario, the DGC Constitution, any applicable collective agreement or Standard Agreement, and any other agreement to which DGC Ontario or DGC is a party, including a reciprocal agreement with any other guild, union, labour organization, association or Directors' organization.
- 15.3 With respect to work performed in a professional DGC category, each Member will:
- a. notify DGC Ontario, in writing, before commencing work in a DGC category on any production within DGC Ontario jurisdiction, except:
    - (i) where the category is not normally covered by a collective agreement or Standard Agreement executed by DGC Ontario; or
    - (ii) where, and only as long as, a Member provides services prior to the commencement of pre-production;
  - b. if required by DGC Ontario, report on a confidential basis to DGC Ontario, the terms and conditions of work secured by the Member;
  - c. work only for:
    - (i) a Producer who has not been declared unfair; or
    - (ii) a Producer who is a signatory to a collective agreement or Standard Agreement except where under Article 14.6, the Member has been granted dispensation by the Executive, or where the production falls within an exemption granted by the Executive;

- d. work only for a fee that is at least the applicable minimum fee prescribed in the collective agreement or Standard Agreement, unless dispensation or exemption is granted under Article 14.6;
- e. work in compliance with any agreement to which DGC Ontario is a party, including a collective agreement or Standard Agreement and any agreement with any other guild, union, labour organization, association or Directors' organization, including a reciprocal agreement.

15.4 In interacting with other Members, individuals or organizations, each Member will:

- a. not impose on another nor accept for himself a task incompatible with professional dignity;
- b. not use fraud, defamation, blackmail, intimidation, harassment or other methods unworthy of his professional standing. Harassment includes a course of conduct or comment consisting of actions or words that disparage or cause humiliation in a person in relation to any prohibited ground of discrimination set out in Article 4.6;
- c. not engage in any form of sexual harassment. Sexual harassment includes:
  - (i) a sexual advance or solicitation made by a Member who is in a position to grant or deny a benefit to another person;
  - (ii) a reprisal by a Member against a person who has rejected the Member's sexual advance or solicitation; and
  - (iii) harassment as defined in Article 15.4.b.
- d. not engage in any form of discrimination based on any prohibited ground of discrimination set out in Article 4.6;
- e. not accept a bribe, gift, kickback, secret commission or any personal benefit which is liable to prejudice the free exercise of the Member's professional judgment;
- f. only take credit for work which the Member creates or performs, and for which the Member is entirely responsible;
- g. accord rightful credit where the Member borrows elements of form or content for the requirements of the Member's work;

- h. not use any unfair or inappropriate means to obtain favoured treatment or professional advancement, or to reduce the chances which a colleague might have to obtain or preserve an assignment;
- i. respect the confidential character of information available to the Member through his work, including information relating to the terms and conditions contained in any Contract for Services, or the variances to a collective agreement or Standard Agreement granted to a Producer.
- j. not use the published list of Members in an improper or unauthorized manner, and especially not for any unauthorized commercial use;
- k. not engage in any harassment or abusive treatment of another Member of DGC Ontario or DGC Ontario staff.
- l. not act in a manner that is prejudicial to the interests and welfare of DGC Ontario and its Members;
- m. not engage in any conduct unbecoming a Member.

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