

January 31, 2012

**DGC ONTARIO**  
**COMMUNIQUÉ TO ALL MEMBERS**

The DGC Ontario Executive recently filed Complaints under the Constitution against four Guild Members working on a production in circumstances where it is alleged that the production was not signed to a CMPA/DGC Standard Agreement and did not fall within any exemption granted by the Executive, and where no Guild Member had been granted dispensation by the Executive to work on that production. As a result, the Executive pursued the Complaints under Article 15 of the Constitution.

Three Guild Members disputed the Complaints, and denied any wrongdoing. Article 16 of the Constitution (the hearings process) allows for the parties to make good faith efforts to resolve the issues. Following a dialogue in this regard, a financial settlement was reached with two of these three Guild Members which was satisfactory to the Guild and all three Guild Members remain as Members of the Guild in good standing. The Complaint process is proceeding with respect to the third Guild Member.

The fourth Guild Member on the production, Director Damian Lee, did not dispute the facts cited against him. The Complaint went before a DGC Ontario Hearings Committee under Article 16. In a decision dated December 9, 2011, the Committee found a number of breaches of the Constitution by Mr Lee, and in light of those breaches, ordered Mr Lee to pay \$40,479.76 by December 31, 2011 and his membership in DGC Ontario to be terminated effective January 1, 2012.

Going forward, as in this instance, the Executive will continue to uphold the standards of the Code of Ethics and Professional Conduct and the requirements of the Constitution. Being a Guild Member comes with the same responsibilities. For your reference, attached is a copy of the Code of Ethics and Professional Conduct and the DGC Ontario Dispensation Policy.

The Constitution is our collective governing document that binds us all together, and the Guild is strongest when we all act in unison.

Alan Goluboff  
Chair, DGC Ontario Executive

## **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;
- a. 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.

#### **DISPENSATION POLICY (June 16, 2011)**

Members may apply to the Executive Board of the DGC Ontario in order to work without a Guild contract on a project not identified in the Guild's Exemption Policy.

Members may not work in Guild categories without a Guild contract on Television Series, Specials, Mini-Series, Feature Films, Documentaries, Made for Television Movies, Serials or Strip Programs, without receiving the prior written approval of the DGC Ontario.

In nearly all cases involving Feature Films, Documentaries and all forms of Television Motion Pictures, including lifestyle and reality programming, Producers may only have access to Guild Members provided that the Guild Members are engaged in accordance with the DGC/CFTPA Standard Agreement.

The creation of Tier F in the Standard Agreement was not meant to limit a Member's ability to create his/her own work or to develop professionally through work experience or to participate in interesting projects. The Guild retains the right to grant dispensation to its Members who wish to work on Tier F motion pictures.

Tier F productions are defined as follows:

<b><u>Type of Motion Picture</u></b>	<b><u>Total Budgets</u></b>
Feature Films	Under \$1,300,000
Television Motion Picture (long form)	Under \$1,199,000
Mini-Series	Under \$1,199,000 (for each 2 hrs of broadcast time)
Half-Hour TV Series	Under \$136,250 per half-hour
One Hour TV Series	Under \$245,250 per hour
Half-Hour Serials & Strip Programs	Under \$119,900 per half-hour
One Hour Serials & Strip Programs	Under \$207,100 per hour
Mobisodes, Webisodes, etc.	Under \$5,677 per minute of finished material
Documentaries	Under \$110,000 per half-hour

*N.B. Dispensation will not be granted retroactively.*

### **Non-Signatory Exemption List (June 16, 2011)**

Guild Members are not required to receive dispensation to work on non-signatory productions if they fall into the following categories:

Commercials

1. OMDC – Location Management (scouting) in pre-production phase
2. Music Videos
3. Corporate Videos
4. Industrials
5. Educationals
6. National Film Board (through the National Office)

7. CBC in house productions (Note: Guild Members must be paid Guild minimums. This exemption policy does not apply to CBC co-productions with Producers who usually engage Members using Guild contracts)
8. Assistant Directors and/or Production Managers working with Producers to provide budgets, production boards and other materials relevant to establishing the financial and practical feasibility of undertaking a proposed production
9. Any other work where there exists a certified bargaining agent (union) with an existing collective agreement covering Guild classifications
10. Canadian Film Centre
11. Bravo!Facts