

# WESTERN INDIA CINEMATOGRAPHERS' ASSOCIATION

Registration No. 1780: Dated 1955 under ITU Act-1926

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## EXISTING BYE – LAWS

### **[1] NAME OF THE UNION:**

The Name of the Union shall be the, **WESTERN INDIA CINEMATOGRAPHERS' ASSOCIATION** and it shall hereinafter be read in all the Rule Books and in the Constitutions of WICA and the mentioned union shall be referred to wherever applicable as an “ASSOCIATION”.

### **[2] OBJECTIVES:**

The Objectives of the Association shall be as follows:

- a) To organize and unite WICA members consisting of Cinematographers, Camera Assistants, Camera Operators, DITs, Colorist, Automated Crane Operators, Steadicam Operators & other Operators of various Camera Support Systems & Camera Attendants, engaged in the Motion Picture (Fiction & Non-Fiction), Advertising and the Television Industry in the entire State of Maharashtra, Gujarat and in all other contiguous states that may have been formed or separated hereafter and to regulate their professional relations with their Employers, Producers, Corporate Production Houses, Advertising Companies, Event Management Companies and Television Channels.
- b) To secure for the members, fair conditions of life and services.
- c) To try to redress their complaints and grievances.
- d) To try to standardize minimum wages and contractual remunerations and to revise the changes from time to time.
- e) To endeavor to settle the disputes between the employers and the employees and/or with other members amicably so that any cessation of work can be avoided.
- f) To endeavor to secure compensation for the members in cases of accidents under the Workman's Compensation Act, or under any other relevant Act, enforced at the time or wherever it does not exist, as amicably as possible.
- g) To endeavor to provide financial assistance against sickness, infirmity, old age and death.
- h) To provide legal assistance to members in respect of matters arising out of or incidental to their employment.
- i) To endeavor to render aid to members during any labor strike or lockout brought about, with the sanction of the Association.
- j) To obtain complete information in reference to Motion Pictures and the Television Industry in India and abroad.
- k) To co-operate and to federate other organizations with similar aims and objectives on all India basis.
- l) To help in accordance with the Indian Trade Union Acts, the working classes in India and outside in the promotion of the objects of the Association as mentioned in the rulebook.
- m) Generally to take and adopt any such steps as may be necessary to improve the working conditions of the members.
- n) To provide facilities for the training of the members in the techniques of CINEMATOGRAPHY by holding lectures, demonstrations and workshops and/or by any other relevant means to maintain and to inculcate high standards of professionalism.
- o) To publish and maintain a Journal for the purpose of propagating any or all the objectives of the Association.
- p) For achieving the objectives, the Association, may setup / organize centers in other parts and territories of India as referred to in clause 2 (a).

## PROPOSED AMENDMENTS IN BYE-LAWS

### **[1] NAME OF THE UNION:**

The Name of the Union shall be the, **WESTERN INDIA CINEMATOGRAPHERS' ASSOCIATION (WICA)** and it shall hereinafter be read in all the Rule Books, **Byelaws** and in the Constitutions of WICA and the mentioned union shall be referred to wherever applicable as an “ASSOCIATION” or “WICA”.

### **[2] OBJECTIVES:**

The Objectives of the Association shall be as follows:

- a) To organize and unite **WICA's valid Permanent members residing and working professionally in the Western Zone** consisting of Cinematographers, Camera Assistants, Camera Operators, DITs, Colorist, Automated Crane / Camera Operators, Steadicam Operators & other Operators of various Camera Support Systems, engaged in the Motion Picture (Fiction & Non-Fiction), OTT, Advertising and the Television Industry in the entire State of Maharashtra, Gujarat and in all other contiguous states that may have been formed or separated hereafter and to regulate their professional relations with their Employers, Producers, Corporate Production Houses, Advertising Companies, Event Management Companies, **Broadcasting Channels and OTT Media Service Providers.**
- b) To secure for the **valid Permanent Junior / Associate / Active / Senior / Life Members** a fair conditions of life and services.
- c) To try to redress **valid Permanent Junior / Associate / Active / Senior / Life Members** complaints and grievances.
- d) **To try to standardize the daily working hour shift from 00 to 08 hours & per day working hour shift from 00 to 12 hours, to standardize monthly wages and contractual remunerations and to revise & renegotiate from time to time the daily, monthly & contractual remuneration with mutual consent of all the recognised Bodies of the film producers, TV producers, Advertisement producers, Broadcasting Channels and OTT Media Service Providers.**
- e) To endeavor to settle the disputes between the employers and the employees amicably so that any cessation of work can be avoided and / or with other **fellow co-members to maintain a healthy relationship.**
- f) To endeavor to secure compensation for the **valid Permanent Junior / Associate / Active / Senior / Life Members of WICA from the Film Producer / Advertisement Producer / TV Producer or Channel / OTT Media Service Providers** in case if any accident happens **on the set / location during working hours or under any other relevant clause(s)** of Workman's Compensation Act 1923, or under any other relevant Act enforced at the time or wherever it does not exist, as amicably as possible.
- g) **To endeavor to provide financial assistance to its valid Permanent Junior / Associate / Active / Senior / Life Members against sickness, infirmity and old age or / and during the financially difficult times caused by any natural calamities such as COVID etc. or / and to provide financial assistance to the families of valid Permanent Junior / Associate / Active / Senior / Life Members after his / her demise as per the prevailing byelaws.**
- h) To provide legal assistance to **its valid Permanent Junior / Associate / Active / Senior / Life Members** in respect of matters arising out of or incidental to their employment **through WICA's legal advisor.**
- i) **To endeavor to render aid to its valid Permanent Junior / Associate / Active / Senior / Life Members during any labour strike or / and lock - out brought about with the order / sanction of WICA / FWICE / any other**

### **[3] DEFINITION OF A CINEMATOGRAPHER, DOP AND CAMERAMAN:**

The word **CINEMATOGRAPHER, DOP** and **CAMERAMAN** wherever used shall mean to include all technically qualified persons using Motion Picture or Digital or Electronic Media Systems or any other New and Innovative Media systems for Image Creation / Acquisition / Capture.

### **[4] PERMANENT MEMBERS:**

- (a) Any person who belongs to the age group of **Eighteen to Fifty (18-50) Years** and has acquired required qualification to be an **APPRENTICE / ATTENDANT / JUNIOR / ASSOCIATE / ACTIVE Member** can become a permanent member of WICA. An APPRENTICE and ATTENDANT Member do not have any Voting Rights and APPRENTICE Member does not qualify for any of the Welfare Privileges/Benefits provided for the ATTENDANT / JUNIOR / ASSOCIATE AND ACTIVE Members of WICA.
- (b) Any person who belongs to the age group of **Fifty One to Sixty (51-60) Years** and has acquired required qualification to be an **APPRENTICE / ATTENDANT / JUNIOR / ASSOCIATE / ACTIVE Member** can become a permanent member of WICA. An APPRENTICE and ATTENDANT Member belonging to this age group do not have any Voting Rights and do not qualify for any of the Welfare Privileges/Benefits whatsoever. The JUNIOR / ASSOCIATE AND ACTIVE Members belonging to this age group will have the voting rights but do not qualify for any of the Welfare Privileges/Benefits whatsoever.
- (c) Any **Junior / Associate / Active Member** or equivalent from any other **Regional Cinematographers Associations** who desires to work in the Mumbai Film Industry / Western Zone, he/she can become a permanent member of WICA by following the prescribed procedure laid out for migrating members of the **Regional Cinematographers Associations**. The rules of Voting Rights and Welfare Privileges/Benefits for such migrated members will be applicable according to the age group mentioned in sub clause (a) & (b) above.
- Members who are not eligible for Voting or Benefits or both their Membership Cards will have “**NO VOTING NO BENEFIT**” and “**NO BENEFIT**” printed on it, whichever is applicable to their grade.
  - The Managing Committee shall be within its absolute rights to refuse to consider any application for admission without assigning any reason whatsoever.

sister craft Association or during any other natural or manmade tragic eventuality as per the prevailing byelaws.

- j) To obtain relevant information in reference to **Motion Pictures, Ad Commercials, Television, OTT, VFX and Virtual Film-making** in India and abroad.
- k) To co-operate and to federate with other **recognised** organizations with similar aims and objectives on all India basis.
- l) To help in accordance with the Indian Trade Union Acts 1926, the working classes in India and outside in the promotion of the objectives of the Association as mentioned in the rulebook **of such Acts and in these byelaws**.
- m) Generally to take and adopt any such steps as may be necessary to improve the working conditions of **its valid Permanent Junior / Associate / Active / Senior / Life Members**.
- n) To provide facilities to educate **its valid Permanent Junior / Associate / Active / Senior / Life Members** in the techniques of CINEMATOGRAPHY by holding lectures, seminars, demonstrations and workshops and / or by any other relevant means to maintain and to inculcate high standards of professionalism.
- o) To publish and maintain a Journal for the purpose of propagating any or all the objectives of the Association.
- p) For achieving the objectives, the Association may setup / organize centers in other parts and territories of India where no regional association is in existence as referred to in **clause 2 (a)**.

### **[3] DEFINITION OF A CINEMATOGRAPHER, DoP AND CAMERAMAN:**

The word **CINEMATOGRAPHER, DoP** and **CAMERAMAN** wherever used shall mean to include all technically qualified persons using Motion Picture or Digital or Electronic Media Systems or any other **Innovative and evolved** Media systems for Image Creation / Acquisition / Capture.

### **[4] PERMANENT MEMBERS:**

- (a) Any person residing in the Western Zone who belongs to the age group of **Eighteen to Fifty (18-50) Years** and has acquired required qualification to be an **APPRENTICE / JUNIOR / ASSOCIATE / ACTIVE Member** can become a Permanent member of WICA. An APPRENTICE Member does not have the contesting, nominating and voting rights and does not qualify for any of the Welfare Privileges / Benefits provided for the JUNIOR / ASSOCIATE AND ACTIVE Members of WICA until he / she upgrades his / her membership to higher category.
- (b) Any person residing in the Western Zone who belongs to the age group of **Fifty One to Seventy (51-70) Years** and has acquired required qualification to be an **APPRENTICE / JUNIOR / ASSOCIATE / ACTIVE Member** can become a Permanent member of WICA. An APPRENTICE Member belonging to this age group does not have the contesting, nominating and voting rights and does not qualify for any of the Welfare Privileges / Benefits whatsoever. The JUNIOR / ASSOCIATE AND ACTIVE Members belonging to this age group will have the contesting, nominating and voting rights but do not qualify for any of the Welfare Privileges / Benefits whatsoever.
- (c) Any **Junior / Associate / Active Member** (or equivalent of WICA's Membership category) from any other **Regional Cinematographers Associations** who desires to work in the Mumbai / Western Zone Film Industry, he / she can become a **Permanent member** of WICA by following the prescribed procedure laid out for migrating members of the **Regional Cinematographers Associations**. The rules of Contesting, Nominating and Voting Rights and Welfare Privileges / Benefits for such migrated members will be applicable according to the age group mentioned in sub clause (a) & (b) above **of the clause (4)**.
- I. The Membership card issued to valid Permanent **APPRENTICE / JUNIOR / ASSOCIATE / ACTIVE / SENIOR / LIFE Members** shall have ‘**No Voting**’ / ‘**No Voting & No Benefits**’ clearly printed on it as per the eligibility applicable to their grades mentioned hereinabove in these byelaws.
  - II. Only Permanent Junior / Associate / Active / Senior / Life Members who are eligible as mentioned in these

**[4-A] QUALIFICATION:**

**[A] APPRENTICE MEMBER: (LEARNER)**

Any person who has passed **S. S. C. (10<sup>TH</sup> STD)** Exam and wishes to learn the art of Cinematography and has attained the age of Eighteen (**18**) Years, he/she shall be entitled to apply for the **Apprentice Membership** by submitting duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he/she has gone through the successful interview and upon the payment of the Admission Fee prevailing at that time. And the applicant agrees to abide by the existing rules and byelaws of the Association.

- An Apprentice Member does not have any Voting Rights and does not qualify for any of the Welfare Privileges/Benefits provided for the ATTENDANT, JUNIOR, ASSOCIATE AND ACTIVE Members of WICA.

- byelaws will have the Contesting, Nominating and Voting rights.
- III. Only valid Permanent Associate / Active / Associate Senior / Active Senior / Associate Life / Active Life Members are eligible to Contest and Vote in the election of WICA. Only Active / Active Senior / Active Life members are eligible to nominate any Junior, Associate, Active, Associate Senior, Active Senior, Associate Life and Active Life Members to contest in the election of WICA.
  - IV. A valid Permanent Junior Member is eligible to Contest and Vote for the Executive Members post but not eligible to Nominate anyone in the election of WICA.
  - V. A Permanent Apprentice Member does not have any Contesting, Nominating and Voting Rights.
  - VI. An applicant who has applied for the Permanent Membership of WICA but is unable to pay the prevailing admission fee in full at the time of his / her admission, the Enrollment Committee after assessing the financial capability of such applicant may grant him / her the **Temporary Conditional Membership** with **'Installment Facility'**, **first installment shall be of 50% and rest in either one or two installments**, but with a caveat to pay up the full admission fee in **maximum of Three (3) installments and within Six (6) months** from the date of approval of his / her application.
  - VII. It would be incumbent upon the applicant to pay his / her installment(s) within the **granted period of Six (6) Months** and prerogative to send the reminder(s) or not will remain with WICA office.
  - VIII. The **'Installment Facility'** shall be applicable to the amount of Admission Fee and Up-gradation Fee only and the newly admitted Permanent / Up-gradation Member will have to pay the yearly subscription fee at the time of admission / up-gradation. Installment Facility shall not be granted for paying the **Yearly Subscription Fee** in any circumstances.
  - IX. The yearly subscription fee may be accepted as divided into quarterly fee on pro rata basis. And such quarterly subscription fee paid will be treated as interrupted subscription fee.
  - X. The Managing Committee shall be within its absolute rights to refuse to consider any application for admission without assigning any reason whatsoever.
  - XI. The Managing Committee shall be within its absolute rights to cancel / remove anyone's Permanent membership in case the member has migrated out of western zone notwithstanding his / her approval of admission / readmission was done on whatever grounds earlier.
  - XII. Wherever the word used 'No Voting Rights', it means No Contesting, No Nominating and No Voting rights.
  - XIII. A soft copy of the prevailing byelaws shall be provided to all the newly admitted Permanent / Temporary Members.

**[4-A] QUALIFICATION:**

**[A] APPRENTICE MEMBER: (LEARNER)**

- a) Any person who has passed **S. S. C (10<sup>TH</sup> Std.)** or equivalent to S.S.C exam or he / she is an **exceptionally talented person** and wishes to learn the art of Cinematography and has attained the age of Eighteen (**18**) Years, he / she shall be entitled to apply for the **Apprentice Membership** by submitting the duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he / she has gone through the successful interview and upon the payment of the Admission Fee and yearly subscription fee (if applicable) prevailing at that time. And the applicant agrees to abide by the existing **rules, regulations** and byelaws of the Association.
- I. An Apprentice Member does not have any **Contesting, Nominating and Voting Rights** and does not qualify for any of the Welfare Privileges / Benefits provided for the **Permanent JUNIOR, ASSOCIATE, ACTIVE, SENIOR & LIFE Members** of WICA.
- II. An Apprentice Member's membership card shall have **'No Voting & No Benefit'** clearly printed on it.

[B] **JUNIOR MEMBER: (ASSISTANT CAMERAMAN / DIT / GAFFER)**

- (i) An Apprentice Member of WICA or any person who has one year of Practical Experience in the art of Cinematography or has successfully completed a 'Cinematography Course' conducted by WICA or from a reputed Institute or Academy; and has attained the age of Eighteen (18) Years he/she shall be entitled to apply for the **JUNIOR GRADE MEMBERSHIP** provided he/she submits his/her proof of experience and/or Certificate issued by WICA or any other Institute/Academy along with duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrolment Committee after he/she has gone through the successful interview and upon the payment of the Admission Fee, Subscription & Back log Fee (if applicable) prevailing at that time and the person also agrees to abide by the existing rules and the bye-laws of the Association.
- (ii) Any person who has the knowledge of Digital Image capturing formats, storage devices (intermediate and long term), the interfaces involved, cataloguing of video and sound files, professional preview formats, professional editing software, skilled at production of dailies, has one year of practical experience of working as a **DIT** (Digital Image Technician); and has attained the age of eighteen (18) years he/she shall be entitled to apply for the **JUNIOR GRADE MEMBERSHIP** provided he/she submits his/her proof of experience with a recommendation from a Data Base Company along with duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrolment Committee after he/she has gone through a successful interview and upon the payment of the Admission Fee, Subscription & Back log Fee (if applicable) prevailing at that time and the person agrees to abide by the existing rules and the bye-laws of the Association.
- (iii) Any person who has completed a Certified Electrician's course from a recognized training Institute or has an Electrician's License from the Government Civil Body (PWD etc.) or has been working as an Electrician for minimum of five years and has full knowledge of distribution of power supplies & phasing, set / location lighting, lighting equipment, colour temperatures, gels, scrims, diffusions (and other lighting expendables), light meters, rigs, grips etc. And has a good knowledge of occupational health & safety hazards; and is capable of executing & implementing the creative / artistic lighting plan / design for the DOP; and has been working in the Motion Picture Industry as a **GAFFER** (Chief Lighting Technician or as a Key Electrician) for one year; and has attained the age of Eighteen (18) Years, he/she shall be entitled to apply for the **JUNIOR GRADE MEMBERSHIP** provided he/she submits his/her Vocational Training Certificate / Electrician's License and/or proof of experience with a recommendation from a DOP along with duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrolment Committee after he/she has gone through a successful interview and upon the payment of the Admission Fee, Subscription & Back log Fee (if applicable) prevailing at that time and the person agrees to abide by the existing rules and the bye-laws of the Association.
- (iv) A Junior Member or equivalent of any **Regional Cinematographers' Association** who desires to work in Mumbai Film Industry / Western Zone, he/she will have to submit a letter of request and a copy of his/her Regional Associations' Membership Card along with duly filled Admission form of WICA in WICA office. He/she shall be admitted as **Junior Member** upon the payment of the Admission Fee and Subscription prevailing at that time, and the person agrees to abide by the existing rules and byelaws of Association.

[B] **PERMANENT JUNIOR MEMBER: (SECOND ASSISTANT CAMERAMAN / FOCUS PULLER / DIT / GAFFER)**

- (i) An Apprentice Member of WICA or any person who has **practical experience of at least one year** in the art of Cinematography or has successfully completed a 'Cinematography Course' conducted by WICA or in **collaboration with WICA** or from any reputed **Film School**, Institute or Academy; and has attained the age of Eighteen (18) Years he / she shall be entitled to apply for the **PERMANENT JUNIOR GRADE MEMBERSHIP** provided he / she submits his / her proof of experience and / or Certificate issued by WICA or any other **Film School / Institute / Academy** along with the duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he / she has gone through the successful interview and upon the payment of the Admission Fee **along with the Yearly Subscription fee prevailing** at that time and the person also agrees to abide by the existing **rules, regulations** and the byelaws of the Association **in writing**.
- (ii) Any person who has the knowledge of Digital Image capturing formats, storage devices (intermediate and long term), the interfaces involved, cataloguing of video and sound files, professional preview formats, professional editing software, skilled at production of dailies, has **practical experience of at least one year** of working as a **DIT** (Digital Image Technician); and has attained the age of eighteen (18) years he / she shall be entitled to apply for the **PERMANENT JUNIOR GRADE MEMBERSHIP** provided he / she submits his / her proof of experience with a **recommendation letter** from a Data Base Company / **an Active grade DoP** along with duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he / she has gone through a successful interview and upon the payment of the Admission Fee **along with the Yearly Subscription Fee prevailing** at that time and the person agrees to abide by the existing **rules, regulations** and the byelaws of the Association **in writing**.
- (iii) Any person who has completed a Certified Electrician's **degree / diploma / certificate** course from a recognized training Institute / **academy (ITI etc.)** or has an Electrician's License from the Government Civil Body (PWD etc.) or has been working as an Electrician for minimum of five years **in the film industry** and has full knowledge of distribution of power supplies & phasing, set / location lighting, lighting equipment, colour temperatures, gels, scrims, diffusions (and other lighting expendables), light meters, rigs, grips etc. And has a good knowledge of occupational health & safety hazards; and is capable of executing & implementing the creative / artistic lighting plan / design for the DoP; and has been working in the **Motion Picture, Advertising, Television and OTT industry** as a **GAFFER** (Chief Lighting Technician or as a Key Electrician) for **at least one year**; and has attained the age of Eighteen (18) Years, he / she shall be entitled to apply for the **PERMANENT JUNIOR GRADE MEMBERSHIP** provided he / she submits his / her Vocational Training **Degree / Diploma / Certificate / Electrician's License** and / or proof of experience with a recommendation **letter from an Active grade DoP** along with duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he / she has gone through a successful interview and upon the payment of the Admission Fee **along with the Yearly Subscription Fee prevailing** at that time and the person agrees to abide by the existing **rules, regulations** and the byelaws of the Association **in writing**.
- (iv) A Junior Member or equivalent to **Junior Member of WICA**, from any other **Regional Cinematographers' Association** who desires to work in Mumbai / Western Zone Film Industry, he / she will have to submit a letter of request and a copy of his / her Regional Associations' Membership Card along with the duly filled Admission form of WICA in WICA office. He / she shall be admitted as **Permanent Junior Member** upon the payment of the Admission Fee **along with the Yearly Subscription fee prevailing** at that time, and the person agrees to abide by the existing **rules, regulations** and byelaws of Association **in writing**.



[C] **ASSOCIATE MEMBER: (OPERATIVE CAMERAMAN / COLORIST / STEADICAM & AUTOMATED CRANE OPERATORS)**

- (i) Any person, who has the qualification to be a qualified Cinematographer from any recognized Film Institute like FTII, SRFTII, LV PRASAD, BIJU PATNAIK FILM INSTITUTE, WHISTLING WOODS etc. or from any other similar recognized Film School, and has attained the age of Eighteen (18) Years he/she shall be entitled to apply for the **ASSOCIATE GRADE MEMBERSHIP** provided he/she submits the certificate issued by such Media Institute/Academy along with duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he/she has gone through the successful interview and upon the payment of the Admission Fee, Subscription & Back log Fee (if applicable) prevailing at that time and the person agrees to abide by the existing rules and the bye-laws of the Association.
- (ii) Any person who has been working in the Film Industry as a Junior Grade Member for Two Years and wishes to upgrade, is entitled to become an **Associate Member** provided his/her application along with proof of his/her work experience as Junior member satisfies the Enrollment Committee and the committee finds him/her to be qualified enough to be upgraded to an Associate Member and upon the payment of the Admission Fee, Subscription & Back log Fee (if applicable) prevailing at that time and the person agrees to abide by the existing rules and byelaws of the Association.
- (iii) Any person who has done a course in Digital Grading & Workflow from a reputed Film School or from any other industry or any recognized company who are conducting professional courses in Colour Grading for the Motion Picture Industry and has the knowledge of Digital Intermediate Workflow for the motion picture post production, of the primary and secondary tools in high end Colour Grading systems, calibration of the preview systems in Colour Corrections and has been working in the Motion Picture Industry as a **COLORIST** for one year; and has attained the age of Eighteen (18) Years he/she shall be entitled to apply for the **ASSOCIATE GRADE MEMBERSHIP**; provided he/she submits the Course Certificate issued by such Media Institute/Academy, and/or his/her proof of experience with a recommendation from a Post Production Studio along with duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he/she has gone through the successful interview and upon the payment of the Admission Fee, Subscription & Back log Fee (if applicable) prevailing at that time and the person agrees to abide by the existing rules and the bye-laws of the Association.
- (iv) Any Person / Junior Member who has an independent project to do as an Operative Cameraman is entitled to apply for an **Associate Membership** provided he/she submits his/her duly filled Admission Form / Up gradation Form along with the copy of agreement / contract / MOU, which is subject to the acceptance and approval by the Enrollment Committee after he/she has gone through the successful interview and upon the payment of the Admission Fee, Subscription & Back log Fee (if applicable) prevailing at that time, and the person agrees to abide by the existing rules and bye-laws of the Association.
- (v) Any person / Member who has attained the age of Eighteen (18) Years and has been working in the Film Industry as a **Steadicam or Automated Crane (Jimmy Jib etc.) Operator for One Year**, he/she shall be entitled to apply for the **ASSOCIATE GRADE MEMBERSHIP**; provided he/she submits his/her proof of experience with a

[C] **PERMANENT ASSOCIATE MEMBER: (FIRST ASSISTANT CAMERAMAN / OPERATIVE CAMERAMAN / COLORIST / STEADICAM & AUTOMATED CRANE / JIMMY JIB / REMOTE CAMERA / ANY OTHER CAMERA DEVICE OPERATORS)**

- (i) Any person, who has the qualification to be a qualified Cinematographer from any recognized Film Institute like FTII, SRFTII, LV PRASAD, BIJU PATNAIK FILM INSTITUTE, WHISTLING WOODS etc. or from any other similar recognized Film **School / Institute / Academy from India or abroad**, and has attained the age of Eighteen (18) Years he / she shall be entitled to apply for the **PERMANENT ASSOCIATE GRADE MEMBERSHIP** provided he / she submits the **copy of degree / diploma / certificate** issued by such Media **Film School / Institute / Academy** along with the duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he / she has gone through the successful interview and upon the payment of the Admission Fee **along with the Yearly Subscription Fee prevailing** at that time and the person agrees to abide by the existing **rules, regulations** and the byelaws of the Association **in writing**.
- (ii) Any person who has been working in the **Mumbai / Western Zone** Film Industry as a **Permanent** Junior Grade Member for Two Years and wishes to upgrade **his / her membership**, is entitled to become a **Permanent Associate Member** provided his / her application along with the proof of his / her work experience as a **Permanent** Junior member satisfies the Enrollment Committee and the committee finds him / her to be qualified enough to be upgraded to a **Permanent** Associate Member and upon the payment of the **Up gradation Fee, Yearly Subscription fee & Back log Fee as a Permanent Junior Member** (if applicable) prevailing at that time and the person agrees to abide by the existing **rules, regulations** and byelaws of the Association **in writing**.
- (iii) Any person who has done a course in Digital Grading & Workflow from any reputed Film **School / Institute / Academy** or from any other **relevant** industry or any recognized company that is conducting **such** professional courses in Colour Grading for the Motion Picture, **OTT, Advertisement and Television** Industry and has the knowledge of Digital Intermediate Workflow for the motion picture, **OTT, Advertisement and Television** post production, of the primary and secondary tools in high end Colour Grading systems, calibration of the preview systems in Colour Corrections and has been working in the **Motion Picture, OTT, Advertisement and Television Industry** as a **COLORIST** for **at least** one year; and has attained the age of Eighteen (18) Years he / she shall be entitled to apply for the **PERMANENT ASSOCIATE GRADE MEMBERSHIP**; provided he / she submits the **copy of Degree / Diploma / Certificate** issued by such Media **Film School / Institute / Academy**, and / or his / her proof of experience with a recommendation letter from a Post Production Studio along with the duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he / she has gone through the successful interview and upon the payment of the Admission Fee **along with the Yearly Subscription fee prevailing** at that time and the person agrees to abide by the existing **rules, regulations** and the byelaws of the Association **in writing**.
- (iv) Any Person / **Permanent** Junior Member of WICA who has an independent project to do as an Operative Cameraman is entitled to apply for an **Permanent Associate Membership** provided he / she submits his / her duly filled **Admission / Up-gradation Form of WICA** along with the copy of agreement / contract / MOU, which is subject to the acceptance and approval by the Enrollment Committee after he / she has gone through the successful interview and upon the payment of the Admission Fee, **Up gradation Fee, Yearly Subscription fee & Back log Fee as a Permanent Junior Member** (if applicable) prevailing at that time, and the person agrees to abide by the existing **rules, regulations** and byelaws of the Association **in writing**.
- (v) Any person who has attained the age of Eighteen (18) Years **or is a Permanent Junior Member of WICA** and has been working in the **Film, Advertisement, OTT and Television** Industry as a **Steadicam / Automated Crane / Jimmy Jib / Remote Camera / or any other Camera Device Operator for at least One Year**, he /

recommendation from a DOP and from a Equipment Rental Company along with duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he/she has gone through the successful interview and upon the payment of the Admission Fee, Subscription & Back log Fee (if applicable) prevailing at that time and the person agrees to abide by the existing rules and the bye-laws of the Association.

- (vi) An Associate Member or equivalent of any **Regional Cinematographers' Association** who desires to work in Mumbai Film Industry / Western Zone, he/she is entitled to apply for the **ASSOCIATE GRADE MEMBERSHIP**; provided he/she submits a letter of request and copy of his/her Regional Associations' Membership Card along with duly filled Admission form of WICA in WICA office. He/she shall be admitted as **Associate Member** upon the payment of the Admission Fee and Subscription prevailing at that time, and the person agrees to abide by the existing rules and byelaws of the Association.

**[D] ACTIVE MEMBER: (DOP / CINEMATOGRAPHER):**

- (i) Any person who has been Associate Member for a minimum of Two Years and wishes to upgrade his/her membership to become an **ACTIVE MEMBER** is entitled to apply by submitting the duly filled Up gradation Form, with his/her proof of work experience as a Junior / Associate member and satisfies the Enrollment Committee. If the Enrollment Committee finds him/her to be qualified enough to be upgraded shall be upgraded to Active Member, upon the payment of the Upgrading Fee / Admission Fee, Subscription & Back log Fee (if applicable) prevailing at that time and the person agrees to abide by the existing rules and bye-laws of the Association.
- (ii) Any person or Associate Member who has been working as a qualified Cinematographer / DoP is entitled to become an **ACTIVE MEMBER** provided he/she submits the duly filled Admission Form / Up gradation Form along with proof of his/her work experience and/or copy of a signed agreement / contract / MOU as Cinematographer and satisfies the Enrollment Committee and the committee finds him/her to be qualified enough to be an Active Member or to be upgraded as an Active Member, shall be granted **Active Membership** upon the payment of the Admission Fee / Upgrading Fee, Subscription & Back log Fee (if applicable) prevailing at that time and the person agrees to abide by the existing rules and bye-laws of the Association.
- (iii) It is mandatory for any person / member who has independently shot Two Feature Films or Two Daily Soaps or Two Multi-Camera Shows, or Two Reality Shows or over Twenty Advertising Commercials, as a Director of Photography to apply / upgrade for **Active Membership** by submitting the duly filled Admission Form / Up gradation Form along with the payment of the Admission Fee / Upgrading Fee, Subscription & Back log Fee (if applicable) prevailing at that time, and the person / member agrees to abide by the existing rules and bye-laws of the Association.

she shall be entitled to apply for the **PERMANENT ASSOCIATE GRADE MEMBERSHIP**; provided he / she submits his / her proof of experience with a recommendation letter from an **Active grade DoP** and from a Equipment Rental Company along with the duly filled Admission form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee after he / she has gone through the successful interview and upon the payment of the Admission Fee, **Yearly Subscription fee & Back log Fee as a Permanent Junior Member** (if applicable) prevailing at that time and the person agrees to abide by the existing rules, regulations and the byelaws of the Association **in writing**.

- (vi) An Associate Member or equivalent to **Permanent Associate Member of WICA**, from any other **Regional Cinematographers' Association** who desires to work in Mumbai / Western Zone Film Industry, he / she is entitled to apply for the **PERMANENT ASSOCIATE GRADE MEMBERSHIP**; provided he / she submits a letter of request and copy of his / her Regional Associations' Membership Card along with the duly filled Admission form of WICA in WICA office. He / she shall be admitted as **Permanent Associate Member** upon the payment of the Admission Fee **along with the Yearly Subscription fee** prevailing at that time, and the person agrees to abide by the existing rules, regulations and byelaws of the Association **in writing**.

**[D] PERMANENT ACTIVE MEMBER: (DOP / CINEMATOGRAPHER):**

- (i) Any valid **Permanent Junior / Associate Member of WICA** who has been a member for a minimum of Two Years and has been contracted to do an independent feature film or OTT film / series or has already completed hundred (100) episodes of a TV series as a DoP / has already shot a OTT film / series as a DoP and wishes to upgrade his / her membership to become an **PERMANENT ACTIVE MEMBER** is entitled to apply for such up grade by submitting the duly filled Up-gradation Form of WICA along with his / her proof of work experience as a valid **Permanent Junior / Associate member and copy of signed agreement / contract / MOU, which is subject to the acceptance and approval by the Enrollment Committee and he / she** satisfies the Enrollment Committee. If the Enrollment Committee finds him / her to be qualified enough to be upgraded shall be upgraded to **Permanent Active Member** upon the payment of the Upgrading Fee **along with the Yearly Subscription fee & Back log Fee as valid Permanent Junior / Associate Member** (if applicable) prevailing at that time and the person agrees to abide by the existing rules, regulations and byelaws of the Association **in writing**.
- (ii) Any person or a valid **Permanent Junior / Associate Member of WICA** who has been working as a qualified Cinematographer / DoP is entitled to become an **PERMANENT ACTIVE MEMBER** provided he / she submits the duly filled Admission Form / Up-gradation Form along with proof of his / her work experience and / or copy of a signed agreement / contract / MOU as Cinematographer and satisfies the Enrollment Committee and the committee finds him / her to be qualified enough to be an **Permanent Active Member** or to be upgraded as a **Permanent Active Member**, shall be granted **Permanent Active Membership** upon the payment of the Admission Fee / Up gradation Fee, **Yearly Subscription fee & Back log Fee as Permanent Junior / Associate Member** (if applicable) prevailing at that time and the person agrees to abide by the existing rules, regulations and byelaws of the Association **in writing**.
- (iii) It is mandatory for any person or any valid **Permanent Junior / Associate member of WICA** who has independently shot **Two (2) Feature Films / Two (2) OTT Films / Two (2) OTT series or Two (2) Daily TV Soaps or Two (2) Multi-Camera Shows, or Two (2) Reality Shows or over Twenty (20) Advertising Commercials**, as a Director of Photography to apply / upgrade his / her membership for / to **Permanent Active Membership** by submitting the duly filled Admission Form / Up gradation Form of WICA in WICA office along with the payment of the Admission Fee / Up gradation Fee, **Yearly Subscription fee & Back log Fee as Permanent Junior / Associate Member** (if applicable) prevailing at that time, and the person / member agrees to abide by the existing rules, regulations and byelaws of the Association **in writing**.

- (iv) An Active Member or equivalent of any **Regional Cinematographers' Association** who desires to work in Mumbai Film Industry / Western Zone, he/she will have to submit a letter of request and copy of his/her Regional Associations' Membership Card along with duly filled Admission Form of WICA in WICA office. He/she shall be admitted as **Active Member** of WICA upon the payment of the Admission fee and Subscription prevailing at that time, and the person agrees to abide by the existing rules and byelaws of the Association.
- (v) It is mandatory for any member from any other **Regional Cinematographers' Association** who has already shot One Feature Film / One Daily Soap / One Reality Show / One Multi-Camera show or Ten Advertising Commercials in Mumbai Film Industry / Western Zone to become an ACTIVE MEMBER of WICA by submitting the duly filled Admission Form of WICA in WICA office before shooting any other project beyond the permissible limit in Mumbai Film Industry / Western Zone and by paying the Admission Fee and Subscription prevailing at that time and the member agrees to abide by the existing rules and bye-laws of the Association.

**[5] TEMPORARY MEMBERS: (FOREIGN & REGIONAL TECHNICIANS)**

- (a) Any person who is working as a Director of Photography or Operative Cameraman or Assistant Cameraman or DIT or Colorist or Steadicam or Automated Crane Operator and holds a valid Membership of any recognised Cinematographers' Association or any other Professional Association of any other country than India and he/she is **not an Indian Citizen** and has a **Employment Visa or Work Visa or PIO / OCI Status Card** issued by the Government of India is entitled to apply for a **TEMPORARY MEMBERSHIP of WICA** by submitting a 'Letter of Request' and/or the duly filled Admission Form of WICA in WICA office, which is subject to the acceptance and approval by the **F – DOP Enrollment Committee** and upon the payment of 'Per Day Fee' / 'Yearly Fee' prevailing at that time. And the applicant agrees to abide by the existing rules and byelaws of the Association.
- (b) An Active or Associate Member from any other Regional Cinematographers' Associations who has been contracted to shoot a Feature Film / Daily Soap / Reality Show / Multi Camera Event or Advertising Commercial in Hindi language in the Mumbai Film Industry / Western Zone is entitled to apply for a **TEMPORARY MEMBERSHIP of WICA** by submitting the duly filled Admission Form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee and upon the payment of the 'Project Fee' prevailing at that time in WICA office before starting the shoot. And the applicant agrees to abide by the existing rules and byelaws of the Association.
- (c) **TEMPORARY MEMBERS** do not have any Voting Rights and do not qualify for any of the Welfare Privileges/Benefits provided for the Permanent Members of WICA. The Temporary Membership Card will be issued to the members belonging to this category with **"NO VOTING NO BENEFIT"** printed on it.
- (d) The Managing Committee shall be within its absolute rights to refuse to consider any application for admission without assigning any reason whatsoever.

- (iv) An Active Member or equivalent to **Permanent Active Member of WICA**, from any other **Regional Cinematographers' Association** who desires to work in Mumbai / Western Zone Film Industry, he / she will have to submit a letter of request and copy of his / her Regional Associations' Membership Card along with the duly filled Admission Form of WICA in WICA office. He / she shall be admitted as **Permanent Active Member** of WICA upon the payment of the Admission fee **along with the Yearly Subscription fee** prevailing at that time, and the person agrees to abide by the existing **rules, regulations** and byelaws of the Association **in writing**.
- (v) It is mandatory for any member from any other **Regional Cinematographers' Association** who has already shot **One (1) Feature Film / One (1) OTT Film / One (1) OTT series / One (1) Daily TV Soap / One (1) Reality Show / One (1) Multi-Camera show or Ten (10) Advertising Commercials** in Mumbai / Western Zone Film Industry to become a **PERMANENT ACTIVE MEMBER** of WICA by submitting the duly filled Admission Form of WICA in WICA office before shooting any other project beyond the permissible limit **mentioned hereinabove** in Mumbai / Western Zone Film Industry and by paying the Admission Fee **along with the Yearly Subscription fee** prevailing at that time and the member agrees to abide by the existing **rules, regulations** and byelaws of the Association **in writing**.

**[5] TEMPORARY MEMBERS: (FOREIGN & REGIONAL TECHNICIANS)**

- (i) Any person who is working as a Director of Photography or Operative Cameraman or Assistant Cameraman or **Focus Puller** or DIT or Colorist or Steadicam or Automated Crane or Jimmy Jib or Remote Camera Operator and holds a valid Membership of any recognised **Regional Cinematographers' Association** or of any other Professional Association / **Society / Organisation related to cinematography** of any other country than India and he / she is **not an Indian Citizen** and has an **Employment or Work Visa or PIO / OCI Status Card** issued by the Government of India is entitled to apply for a **TEMPORARY FOREIGN / REGIONAL MEMBERSHIP of WICA** by submitting a 'Letter of Request' and the duly filled Admission Form of WICA in WICA office, which is subject to the acceptance and approval by the **F-DoP cum Enrollment Committee** and upon the payment of 'Per Day Fee' / '**Per Project Fee**' / 'Yearly Fee / **One Time Fee**' prevailing at that time. And the applicant agrees to abide by the existing **rules, regulations** and byelaws of the Association **in writing**.
- (ii) An **Active or Associate Member or equivalent to Permanent Active or Associate Member of WICA**, from any other Regional Cinematographers' Associations who has been contracted to shoot a Feature **Film / OTT Film or Series** / Daily TV Soap / Reality Show / Multi Camera Event or Advertising Commercial in Hindi / **Marathi / Gujrati / Konkani or any other regional language of the Western Zone or any other language except his / her native regional language** in the Mumbai / Western Zone Film Industry is entitled to apply for a **TEMPORARY REGIONAL MEMBERSHIP of WICA** by submitting the duly filled **Temporary Regional** Admission Form of WICA in WICA office, which is subject to the acceptance and approval by the Enrollment Committee and upon the payment of the '**Per Project Fee**' / '**Per Day Fee / One Time Fee**' prevailing at that time in WICA office before starting the shoot. And the applicant agrees to abide by the existing **rules, regulations** and byelaws of the Association **in writing**.
- (iii) **TEMPORARY FOREIGN OR REGIONAL MEMBERS** do not have any **Contesting, Nominating & Voting Rights** and do not qualify for any of the Welfare Privileges / Benefits provided for the Permanent Members of WICA. The Temporary Membership Card / **NOC** will be issued to the members belonging to this category with **"NO VOTING & NO BENEFIT"** printed on it.
- I. The Managing Committee / **F-DoP cum Enrollment Committee** shall be within its absolute rights to refuse to consider any application for **Temporary Foreign or Regional** admission without assigning any reason whatsoever.

**[6] TEMPORARY MEMBER: (REGIONAL):**

Any Active/Associate/Junior or equivalent Member from any other Regional Cinematographers' Associations who has been engaged to do a Feature Film / Daily Soap / Reality Show / Multi Camera Event or Advertising Commercial in Hindi language in the Mumbai Film Industry / Western Zone, he/she shall be entitled to apply for a **Regional Temporary Membership** by submitting the duly filled Admission Form of WICA in WICA office, which is subject to the acceptance & approval by the Enrollment Committee and upon the payment of 'Per Project Fee' prevailing at that time in WICA office before the starting of the project. The applicant will have to provide a copy of his Regional Association's Membership Card.

- (i) It is mandatory for any Active/Associate/Junior or equivalent member from any other **Regional Cinematographers' Association** who has been contracted to do a Feature Film / Daily Soap / Reality Show / Multi Camera Event / Advertising Commercial in Hindi language in Mumbai Film Industry / Western Zone to apply for **Regional Temporary Membership** by submitting the duly filled Admission Form of WICA in WICA office along with the details of the said project with a payment of 'Per Project Fee' prevailing at that time in WICA office before starting the project and he/she agrees to abide by the existing rules and bye-laws of the Association. He/she also agrees to employ at least One WICA Member as his/her Assistant in the said project for the entire schedule.
- (ii) It will be mandatory for WICA MEMBERS to follow the rule likewise, as mentioned above, when he/she has been contracted to do a Feature Film / Daily Soap / Reality Show / Multi Camera Event / Advertising Commercials in any other Regional Cinematographers Associations' Zone in that region's language than Hindi. In case of any Active/Associate/Junior or equivalent member from any other **Regional Cinematographers' Association** who has to do a project a Feature Film / Daily Soap / Reality Show / Multi Camera Event / Advertising Commercials in their own regional language in the Mumbai Film Industry / Western Zone, then he/she is free to work without any condition or any fee but he/she will have to apply and obtain a **N. O. C** from WICA.
- (iii) It will be mandatory for WICA MEMBERS to follow the same rule likewise as mentioned above, when he/she has to do a Feature Film / Daily Soap / Reality Show / Multi Camera Event / Advertising Commercials in Hindi Language in any other Regional Cinematographers Associations' Zone, he / she is free to do so without any conditions or fees but he/she shall apply & obtain a **N. O. C** from that **Regional Cinematographers Association**.

**[6] REGIONAL TEMPORARY MEMBER:**

- a) Any Junior / Associate / Active member or equivalent to **valid Permanent Junior / Associate / Active Member of WICA**, from any other Regional Cinematographers' Associations who has been contracted to do a Feature **Film / OTT Film / Series**, Daily **TV Soap / Reality Show / Multi Camera Show / Event** or Advertising Commercial in Hindi / **Marathi / Gujrati / Konkani or any other regional language of western zone or any other language except his / her native regional** language in the Mumbai / Western Zone Film Industry, he / she shall be entitled to apply for a **Regional Temporary Membership** by submitting the duly filled **Regional Temporary Admission Form of WICA along with the Contract / Agreement / MOU or Letter of Employment issued by the producer** in WICA office, which is subject to the acceptance & approval by the F-DoP cum Enrollment Committee and upon the payment of 'Per Project Fee' / '**Per Day Fee**' prevailing at that time in WICA office before the starting of the project. The applicant will have to provide a **self-attested true** copy of his Regional Association's Membership Card.
  - b) **The WICA shall issue a Temporary Regional Membership Card / NOC once the application is approved.**
- I. It is mandatory for any Junior / Associate / Active member or equivalent to **valid Permanent Junior / Associate / Active Member of WICA**, from any other **Regional Cinematographers' Association** who has been contracted to do a Feature **Film / OTT Film or Series / Daily TV Soap / Reality Show / Multi Camera Show / Event / Advertising Commercial** in Hindi / **Marathi / Gujrati / Konkani or in any other regional language of western zone or in any other language except his / her native regional** language in Mumbai / Western Zone Film Industry to apply for **Regional Temporary Membership** by submitting the duly filled **Regional Temporary Admission Form of WICA** in WICA office along with the details of the said project with a payment of 'Per Project Fee' / '**Per Day Fee**' prevailing at that time in WICA office before starting the project and he / she agrees to abide by the existing **rules, regulations** and byelaws of the Association **in writing**. He / she also agrees to employ **at least Eighty percent (80%) of his / her Assistants from WICA** in the said project for the entire schedule **to be shot in Mumbai / Western Zone Film Industry**.
  - II. It will be mandatory for **WICA's valid Permanent Junior / Associate / Active Members** to follow the **rules and regulations** likewise, as mentioned above, when he / she has been contracted to do a Feature **Film / OTT Film or Series / Daily TV Soap / Reality Show / Multi Camera Show / Event / Advertising Commercials** in any other Regional Cinematographers Associations' Zone in that region's language **or in any other Indian regional language other than Hindi, Marathi, Gujrati or any other language of western zone**.
  - III. In case if any **Junior / Associate / Active member or equivalent to valid Permanent Junior / Associate / Active Member of WICA** from any other **Regional Cinematographers' Association** who has to **do a Feature Film / OTT Film or Series / Daily TV Soap / Reality Show / Multi Camera Show / Event / Advertising Commercials** in their own regional language in the Mumbai Film Industry / Western Zone, he / she is free to work without any condition or fee but he / she shall apply & obtain a **N.O.C** from WICA.
  - IV. It will be mandatory for **WICA's valid Permanent Junior / Associate / Active Members** to follow the **rules and regulations** likewise as mentioned above, when he / she has to do a Feature **Film / OTT Film or Series / Daily TV Soap / Reality Show / Multi Camera Show / Event / Advertising Commercials** in Hindi **or in any other Western Zone's regional language except that regions' native language** or in any other Regional Cinematographers Associations' Zone he / she is free to do so without any conditions or fees but he / she shall apply & obtain a **N.O.C** from that **Regional Cinematographers' Association**.



## **QUALIFICATION:**

### **[F] TEMPORARY MEMBER: (RENEWABLE):**

Any person who is not an Indian Citizen, but he/she has been employed / contracted by an **Indian Producer / Production House / Corporate House** and he/she is holding a **Employment Visa** for minimum of One (1) Year or for a stipulated period which is more than a year or he/she has a **PIO / OCI Status Card** issued by the Government of India to work in the Mumbai Film Industry / Western Zone as a Director of Photography or as an Operative Cameraman or as an Assistant Cameraman, or DIT or Colorist or Steadicam or Automated Crane Operator on any project, such as Feature Film, Advertising Commercial, Corporate Film, Documentaries or on any such relevant project, he/she shall be entitled to apply for a **Renewable Temporary Membership** by submitting a 'Letter of Request' and/or the duly filled Admission Form of WICA in WICA office, and it shall be issued by the Association for a period of One (1) Year Only, which is renewable after the term expires. The applicant will have to provide along with his/her 'Letter of Request' / Admission Form, **copy of the valid passport**, the copy of Membership Card of his/her native Association along with true copy of the valid **PIO / OCI Status Card and copy of PAN Card (in case of PIO/OCI card holder), copy of the valid passport, copy of Employment Visa, copy of the Contract / Agreement or Letter of Employment issued by the Employer (in case of Employment Visa holder)**, which is subject to the acceptance & approval by the **F - DOP Enrollment** Committee and upon the payment of the 'Yearly Fee' prevailing at that time and the person agrees to abide by the rules and the bye-laws of the Association. He/she also agrees to employ WICA Members as his/her Assistants and Gaffer for each & every project and for the entire schedule to be shot in India.

- In case the Employment Visa has 'Change of Purpose Not Allowed' stamped on it, the Employment Visa holder / Employer will have to submit an official permission issued by the Ministry of Home Affairs / External Affairs or by the FRRO to allow the Employment Visa holder to work for any other **Indian Producer / Production House / Corporate House, other than the Employer.**

### **[G] TEMPORARY MEMBER: (LIMITED):**

Any person who is not an Indian Citizen and he/she has been contracted by an **Indian Producer / Production House / Corporate House for an Indian Project or by a Foreign Producer / Indian Producer for a Co-production** to work in the Mumbai Film Industry / Western Zone as a Director of Photography, or as an Operative Cameraman, or as an Assistant Cameraman, or DIT or Colorist or Steadicam or Automated Crane Operator on any project, such as Feature Film, Advertising Commercial, Corporate Film, Documentaries, or on any such relevant project, he/she shall be entitled to apply for a **Limited Temporary Membership** by submitting a 'Letter of Request' and/or the duly filled Admission Form of WICA in WICA office, and the same shall be issued by the Association for a specified period & specific project mentioned on his/her Valid Work Permit or Visa. The applicant will have to provide the **copy of the valid passport**, copy of the Membership Card of his/her native Association, copy of his/her valid work permit/visa issued by the Indian Government, **copy of the Contract / Agreement** along with his/her

## **QUALIFICATION:**

### **[A] RENEWABLE TEMPORARY MEMBER:**

- a) Any person who is not an Indian Citizen, but he / she has been employed / contracted by an **Indian Film / TV / Advertisement Producer / Production House / Corporate House / TV Channel / OTT Media Service Provider** and he / she is holding an **Employment Visa issued by the Govt. of India** for minimum of One (1) Year or for a stipulated period which is more than a year or he / she has a **PIO / OCI Status Card** issued by the Government of India to work in the Mumbai / Western Zone Film Industry as a Director of Photography or as an Operative Cameraman or as an Assistant Cameraman, or DIT or Colorist or Steadicam or Automated Crane or Jimmy Jib or Remote Camera **or any other Camera Device Operator** on any project, such as **Feature Film / OTT Film / Series, Event / Daily TV Soap / Reality Show**, Advertising Commercial, Corporate Film, Documentary or on any such relevant project, he / she shall be entitled to apply for a **Renewable Temporary Membership** by submitting a 'Letter of Request' and duly filled **Renewable Temporary** Admission Form of WICA in WICA office, and it shall be issued by the Association for a period of One (1) Year only, which is renewable after the term of **One (1) year** expires. The applicant will have to provide along with his / her **Renewable Temporary Admission Form of WICA, a 'Letter of Request', self-attested true copies of his / her valid passport, Membership Card of his / her native Association (if any), copies of his / her valid PIO / OCI Status Card, PAN Card (in case of PIO / OCI card holder), valid Employment Visa, Contract / Agreement / Letter of Employment issued by the Employer (in case of Employment Visa holder), Dates and Locations of the shooting schedules**, which is subject to the acceptance & approval by the **F - DOP cum Enrollment Committee** and upon the payment of 'Yearly Fee' prevailing at that time and the person agrees to abide by the **rules, regulations** and the byelaws of the Association **in writing**. He / she also agrees to employ WICA Members as his / her Assistants and Gaffer for each & every project and for the all the schedules to be shot in **Mumbai / Western Zone Film Industry**.
- I. In case the Employment Visa has 'Change of Purpose Not Allowed' stamped on it, Employment Visa holder / Employer will have to submit an official permission issued by the Ministry of Home Affairs / External Affairs or by the FRRO to allow the Employment Visa holder to work for any other **Indian Film / TV / Advertisement Producer / Production House / Corporate House / TV Channel / OTT Media Service Provider other than the Employer.**
- II. **The WICA shall issue a Temporary Renewable Membership Card / NOC once the application is approved.**
- III. **The Temporary Renewable Membership Card / NOC will be issued to the members belonging to this category with "NO VOTING & NO BENEFIT" printed on it.**

### **[B] LIMITED TEMPORARY MEMBER:**

- a) Any person who is not an Indian Citizen and he / she has been contracted by an **Indian Film / TV / Advertisement Producer / Production House / Corporate House / TV Channel / OTT Media Service Provider for an Indian Project or by a Foreign Producer who is collaborating with an Indian Film / TV / Advertisement Producer / TV Channel / OTT Media Service Provider for an Indian or foreign project** to work in the Mumbai / Western Zone Film Industry as a Director of Photography, or as an Operative Cameraman, or as an Assistant Cameraman, or DIT or Colorist or Steadicam or Automated Crane or Remote Camera Operator **or any other Camera Device Operator** on any project, such as **Feature Film / OTT Film / Series, Event / Daily TV Soap / Reality Show**, Advertising Commercial, Corporate Film, Documentaries, or on

'Letter of Request' / Admission Form, which is subject to the acceptance & approval by the **F - DOP Enrollment** Committee and upon the payment of the applicable 'Per Day Fee' for the applicable category of project prevailing at that time and the person agrees to abide by the rules and bye-laws of the Association. He/she also agrees to employ WICA Members as his/her Assistants and Gaffer for the entire schedule to be shot in India.

### **Exception:**

Any person who is not an Indian Citizen and he/she has been brought to India by any Foreign Producers / Production House as a Director of Photography, or as an Operative Cameraman, or as an Assistant Cameraman, or a DIT or Colorist or Steadicam or Automated Crane Operator and is a part of the Foreign Crew for any foreign project such as Feature Film, Advertising Commercial, Corporate Film, Documentaries, Realty Show or any such relevant project, to be shot in the Mumbai Film Industry / Western Zone, is free to work without any condition or fee, provided he/she has a valid permission, Work Permit / Visa issued by the Govt. of India. An NOC shall be issued by WICA **on request** for such projects, after all the relevant documents are submitted in the WICA office.

### **CONDITIONS:**

a) Any Non Indian Citizen will not be permitted to work in the Mumbai Film Industry / Western Zone for an Indian Producers for an Indian Project or a Co-Production and for any Foreign Producer for a project which is Co-produced with an Indian Producer, on a Tourist or Business Visa. He/she must have a time bound, valid work permit issued to him/her to work for a specific Producer on a specific project and for a specific period or an Employment Visa to work for a stipulated period and the same endorsed on his/her Passport by the Government of India.

b) **The Temporary Member** must carry his/her native Membership Card along with the WICA Temporary Membership Card / 'Letter of Approval' of his/her Temporary Membership issued by WICA during the shoot of any Indian project or any project co-produced with the Indian Producer, being shot in Mumbai Film Industry / Western Zone.

any such relevant project **and he / she is holding an Employment Visa / Work Visa for a specific period**, he / she shall be entitled to apply for a **Limited Temporary Membership** by submitting a 'Letter of Request' **and** the duly filled **Limited Temporary** Admission Form of WICA in WICA office, and the same shall be issued by the Association for a specified period & specific project mentioned on his / her Valid Work Permit or / **Work Visa / Employment Visa**. The applicant will have to provide the **self-attested true copies of his / her valid passport, Membership Card of his / her native Association (if any), copies of his / her valid Work Visa / Employment Visa** issued by the Indian Government, **copy of the Contract / Agreement / MOU, Dates and Locations of the shooting schedules** along with his / her 'Letter of Request' / **Limited Temporary Admission Form of WICA in WICA office**, which is subject to the acceptance & approval by the **F - DOP cum Enrollment** Committee and upon the payment of the applicable 'Per Day Fee' / 'Per Project Fee' / 'One Time Fee' for the applicable category of project prevailing at that time and the person agrees to abide by the **rules, regulations** and byelaws of the Association **in writing**. He / she also agrees to employ WICA Members as his / her Assistants and Gaffer for the all the schedules to be shot in **Mumbai / Western Zone Film Industry**.

- I. **The WICA shall issue a Temporary Limited Membership Card / NOC once the application is approved.**
- II. **The Temporary Limited Membership Card / NOC will be issued to the members belonging to this category with "NO VOTING & NO BENEFIT" printed on it.**

### **Exception:**

- 1) Any person who is not an Indian Citizen and he / she has been brought to India by any Foreign Film / TV / Advertisement Producers / Production House / **TV Channel / OTT Media Service Provider** as a Director of Photography, or as an Operative Cameraman, or as an Assistant Cameraman, or a DIT or Colorist or Steadicam or Automated Crane **or Jimmy Jib or Remote Camera or any other Camera Device Operator** and is a part of the Foreign Crew for any foreign project such as Feature **Film / OTT Film / Series, Event / TV Series / Reality Show**, Advertising Commercial, Corporate Film, Documentaries or any such relevant project, to be shot in the Mumbai / Western Zone Film Industry, is free to work without any condition or fee, provided he / she has a valid Govt. permission, **Employment Visa / Work Visa** issued by the Govt. of India. An NOC shall be issued by WICA **on request** for such projects, after all the **self-attested** relevant documents are submitted in the WICA office.

### **CONDITIONS:**

- a) **Any person who is not a Citizen of India, he / she will not be issued a Renewable / Limited Temporary Membership** to work in the Mumbai Film Industry / Western Zone for an **Indian Film / TV / Advertisement Producer / Production House / TV Channel / OTT Media Service Provider** for an Indian Project or for a Co-Production and for any **Foreign Film / TV / Advertisement Producer / Production House / TV Channel / OTT Media Service Provider** for a foreign project which is Co-produced with an **Indian Film / TV / Advertisement Producer / Production House / TV Channel / OTT Media Service Provider**, on a Tourist or Business Visa. He / she must have a time bound, **Work Visa** issued to him / her to work for a specific **Film / TV / Advertisement Producer / Production House / TV Channel / OTT Media Service Provider** on a specific project and for a specific period or an Employment Visa to work for a stipulated period and the same endorsed on his / her Passport by the Government of India.
- b) **The Renewable / Limited Temporary Member** must carry his / her native Membership Card **(if any)** along with the **WICA's Renewable / Limited Temporary Membership Card / NOC** issued by WICA during the shoot of any Indian project or any **foreign** project co-produced with the **Indian Film / TV / Advertisement**

- c) **A Member from any Regional Cinematographers' Association** must carry his/her native Membership Card along with the N.O.C issued by WICA during the shoot of any Regional Language project being shot in the Mumbai Film Industry / Western Zone.
- d) **Temporary Member (Regional)** will be allowed to do only one Feature Film / one Daily Soap / one Reality Show / one Multi Camera Event or ten Advertising Commercial in Hindi Language in the Mumbai Film Industry / Western Zone.
- e) Any person found working in the Mumbai Film Industry / Western Zone without a valid WICA Temporary Membership Card / N.O.C he/she will be penalized by the Vigilance Committee or Managing Committee.
- f) Any Temporary Member's activities should not be in conflict with the aims and objects of the Association and if any such activity is noticed by the Association or brought to the notice of the Association, the Managing Committee shall be at its liberty to penalize and/or expel the member from the Temporary Membership of WICA or cancel the N.O.C issued by WICA.

## [7] **DUTIES & RESPONSIBILITIES OF MEMBERS:**

- (a) It shall be the duty of every member to pay his/her subscription regularly at WICA office. Any member guilty of purposely evading or delaying his/her payment, shall be dealt with as the Managing Committee may deem fit and proper, but under all such circumstances the member shall be held responsible for the payment of all his/her dues on time.
- (b) No member shall accept employment or sign any contractual agreement with any Producer / Studio / Production House / TV Channel / Event Management Company or with any such person, where a state of dispute exists between the Producer / Studio / Production House / TV Channel / Event Management Company / any such person and Cinematographer / Assistant Cameramen / any other WICA Member, and/or against such Producer / Studio / Production House / TV Channel / Event Management Company or any such person, FWICE has issued a 'Non Co-Operation Directive', unless WICA / FWICE issues a written **N.O.C**.

Producer / Production House / TV Channel / OTT Media Service Provider, being shot in Mumbai / Western Zone Film Industry.

- c) **A Regional Temporary Member from any Regional Cinematographers' Association** must carry his / her native Membership Card along with the N.O.C issued by WICA during the shoot of any Regional Language project being shot in the Mumbai / Western Zone Film Industry.
- d) **A Regional Temporary Member** will be allowed to do only **One (1) Feature Film / One (1) OTT Film, One (1) OTT Series / One (1) Daily TV Soap / One (1) Reality Show / One (1) Multi Camera Show / One (1) Event or Ten (10) Advertising Commercial** in Hindi Language in the Mumbai / Western Zone Film Industry.
- e) Any person found working in the Mumbai / Western Zone Film Industry without a valid **Renewable / Limited / Regional Temporary** Membership Card / N.O.C issued by WICA, he / she will be **answerable to the Care & Concern** Committee or / and Managing Committee.
- f) Any valid **Permanent Members' or Renewable / Limited / Regional Temporary** Members' activities should not be in conflict with the aims and objectives of the Association and if any such activity is noticed by the Association or brought to the notice of the Association, the Managing Committee shall be at its liberty to penalize and / or expel **and / or bar** the member from **his / her valid Permanent Membership or cancel his / her Renewable / Limited / Regional Temporary** Membership of WICA or cancel the N.O.C issued by WICA.
- g) Onus of updating the change in his / her temporary / permanent address lies with the Permanent Member / Temporary Member.
- h) Any valid **Permanent Member** migrating out of Mumbai / Western Zone for good shall inform the WICA office of his / her migration so that his / her membership is cancelled / removed and he / she would not be eligible for any welfare benefits and to contest, nominate & vote anymore.
- i) Such migrated member who has informed or not informed of his / her migration to WICA office or has been found to have been migrated out of Mumbai / Western Zone later on, notwithstanding whether his / her membership is paid up to date or his / her membership has not been canceled / removed in the record books he / she shall not be eligible for any welfare benefits and to contest, nominate and vote in WICA's election.
- j) **No Renewable / Limited / Regional Temporary Member** is eligible for any benefits and doesn't have contesting, nominating and voting rights.

## [7] **DUTIES & RESPONSIBILITIES OF MEMBERS:**

- a) It shall be the duty of every valid **Permanent / Renewable Temporary Member** to pay his / her **yearly subscription fee** regularly at WICA office. Any **Permanent / Renewable Temporary Member** found guilty of purposely evading or delaying his / her payment, shall be dealt with as the Managing Committee may deem fit and proper, but under all such circumstances the **Permanent / Renewable Temporary Member** shall be held responsible for the payment of all his / her dues on time.
- b) **No valid Permanent Junior / Associate / Active / Senior / Life member shall accept any verbal 'Package Deal' or any valid Permanent Active / Senior / Life member shall sign any contract / agreement / MOU in a 'Package Deal' format including his / her assistant(s) remuneration with any Film / Advertisement / TV Producer / Studio / Production House / TV Channel / OTT Media Service Provider / Event Management Company or with any such person, on behalf of his / her assistant(s). In case if such 'Package Deal' has been signed or verbally agreed by the DoP and a dispute arises regarding the non-payment to his / her assistant(s), the said valid Permanent member will be liable to pay his / her assistant's remuneration from his / her own pocket, notwithstanding whether the said valid Permanent Active / Senior / Life member has received his / her remuneration from the Film / Advertisement / TV Producer / Studio / Production House / TV**

- (c) No member shall accept any verbal 'Package Deal' or sign any 'Package Deal' contract / agreement / MOU with any Producer / Studio / Production House / TV Channel / Event Management Company or with any such person, on behalf of his assistants. In case of a dispute regarding the non-payment to his/her assistant, member will be liable to pay his/her assistant's remuneration from his own pocket, notwithstanding whether member has received his/her remuneration from the producer or not. WICA strongly recommends to all the Members to insist for a separate agreement for his/her assistants but in an exceptional circumstances Member may sign an individual contract / agreement / MOU on behalf of his/her assistants with any Producer / Studio / Production House / TV Channel / Event Management Company or with any such person.
- (d) It shall be the duty of Active / Associate member to engage only WICA members as their Associate / Junior / Apprentice for their project and make sure that they hold valid, up to date WICA Membership card.
- (e) It shall be the duty of every member to update his/her residential address, phone nos. and e-mail ids whenever there is any change in such information submitted to the WICA office. No complaints regarding not receiving any communication from WICA will be entertained from any members who have not updated their contact information.

## **[8] GRADES & FEES:**

### **[A] GRADE – I: ACTIVE MEMBER (DIRECTOR OF PHOTOGRAPHY)**

Shall mean and include: -

- (i) Any person who is working as a Cinematographer or has been an Associate Member for a minimum of Two (2) Years.
- (ii) Any person who has independently shot Two Feature Films or Two Daily Soaps or Two Multi-Camera Shows or Two Reality Shows or Over Twenty Advertising Commercials as the Director of Photography (D.O.P).
- (iii) An Active/Associate Member from any other Regional Cinematographers' Association who has done One Feature Film or One Daily Soap or One Reality Show or One Multi-Camera Show or over Ten Advertising Commercials in the Mumbai Film Industry / Western Zone.

He/she shall be entitled to become an Active Member of WICA.

Channel / OTT Media Service Provider / Event Management Company or any such entity or not. WICA strongly recommends to all its valid Permanent Junior / Associate / Active / Senior / Life Members to insist for a separate individual agreement for him / her and his / her assistant(s) but only in an exceptional circumstances a valid Permanent Active / Senior / Life Member may sign a contract / agreement / MOU on behalf of his / her assistants with any Film / Advertisement / TV Producer / Studio / Production House / TV Channel / OTT Media Service Provider / Event Management Company or with any such entity, provided his / her assistant has given the DoP, the power of attorney / letter of authority to sign the individual agreement on his / her behalf or to sign an agreement in a 'Package Deal' format with a caveat that assistant's name(s) along with the agreed remuneration to be paid to the assistant is mentioned in it and copy of such individual or 'Package Deal' agreement is provided to his / her assistant(s).

- c) It is suggested that an Associate / Active / Senior / Life member should preferably engage WICA's valid Permanent Junior / Associate members as their assistant(s) for their projects and must ensure that they hold valid, up to date WICA's valid Junior / Associate Membership card.
- d) It shall be the duty of every valid Permanent Junior / Associate / Active / Senior / Life Members and Renewable Temporary member to update his / her residential address, phone nos. and e-mail ids whenever there is any change in such information submitted to the WICA office. No complaints regarding not receiving any communication from WICA will be entertained from any valid Permanent Junior / Associate / Active / Senior / Life Members / Renewable Temporary member who has not updated his / her contact information.
- e) No accountability / punitive complaint will be entertained in case of any genuine technical / human / typo error committed by the person in charge of communication in WICA office while sending any communication to the valid Permanent Junior / Associate / Active / Senior / Life Members / Renewable Temporary Member but corrective measure might be considered and taken expediently by the Managing Committee depending on the gravity of error or importance of the communication.

## **[8] GRADES, FEES, CHARGES & CONDITIONS:**

### **[A] GRADE – I: ACTIVE MEMBER (DIRECTOR OF PHOTOGRAPHY)**

Shall mean and include: -

- I. Any person who is working as a Cinematographer or has been a valid Permanent Junior / Associate Member for a minimum of Two (2) Years and has been working actively in the Feature Films / Non Fiction Documentaries / Corporate Films / OTT Films or Series / Advertisement / TV industry of Mumbai / Western Zone.
- II. Any person who has independently shot Two (2) Feature Films / Five (5) Documentaries / Five (5) Corporate Films / Two (2) OTT Films or Two (2) TV / OTT Series of One (1) Season / or Two (2) Daily TV Soaps of Fifty (50) Episodes each or Two (2) Multi-Camera Shows of Fifty (50) Episodes each or Two (2) Reality Shows of Fifty (50) Episodes each or Over Twenty (20) Advertising Commercials as a Director of Photography in Mumbai / Western Zone Film Industry.
- III. An Active / Associate Member or equivalent to Active / Associate Member of WICA, from any other Regional Cinematographers' Association who has done One (1) Feature Film / One (1) OTT Film or One (1) TV / OTT Series or One (1) long duration Documentary / One (1) Corporate Films or One (1) Daily TV Soap of Fifty (50) Episodes or One (1) Reality Show of Fifty (50) Episodes or One (1) Multi-Camera Show of Fifty (50) Episodes or over Ten (10) Advertising Commercials in the Mumbai / Western Zone Film Industry as a Director of Photography.

He / she shall be entitled to become a Permanent Active Member of WICA. The decision of the F-DoP cum



Membership Admission Fees	₹50,000.00
Yearly / Monthly Subscription	₹3,600.00 / ₹300.00

**[B] GRADE – II: ASSOCIATE MEMBER: (OPERATIVE CAMERAMAN / COLORIST / STEADICAM & AUTOMATED CRANE OPERATOR)**

Shall mean and include: -

- (i) Any person who has qualified as Cinematographer from any recognized Film Institute like FTII, SRFTII, LV PRASAD, BIJU PATNAIK FILM INSTITUTE, WHISTLING WOODS etc. or from any other similar Reputed / Recognized Film Academy / Institute.
- (ii) Any person who has been working in the Film Industry as a Junior Grade Member for two years and/or he/she has an Independent Project to do as an Operative Cameraman / DOP.
- (iii) Any person who has done a Digital Intermediate Colorist & Workflow Course from a reputed Film School / Institute or from any company of repute who are conducting professional courses in Colour Grading for the Motion Picture Industry or if he/she has been working as a **COLORIST** in the Film Industry for one year or has worked as a **COLORIST** for Three Feature Films.
- (iv) A person who been working as a Steadicam or Automated Crane (Jimmy Jib etc.) operator for at least One Year in the Film Industry.

He / she shall be entitled to become an Associate Member of WICA.

Membership Admission Fees	₹40,000.00
Yearly / Monthly Subscription	₹3,000.00 / ₹250.00

**[C] GRADE – III: JUNIOR MEMBER: (ASSISTANT CAMERAMAN / DIT / GAFFER)**

Shall mean and include: -

- (i) Any person or an Apprentice Member, who has 1 year of practical experience in Cinematography and submits his/her proof of experience.
- (ii) Any person who has successfully completed a course in Cinematography from a reputed Film Academy / Institute. He/she shall be entitled to become a Junior Member of WICA. The decision of the Enrollment Committee shall be final.
- (iii) Any person who has one year of practical experience of working as a **DIT** (Digital Imaging Technician). The decision of the Enrollment Committee will be final.

Enrollment Committee shall be final.

Membership Admission Fees	₹55,000.00
Yearly / Monthly Subscription	₹4,200.00 / ₹350.00 p.m.
Upgrade Admission Fees	₹15,000.00
(From Associate to Active)	

Upgrade Admission Fees	₹30,000.00
(From Junior to Active)	

**[B] GRADE – II: ASSOCIATE MEMBER: (OPERATIVE CAMERAMAN / COLORIST / STEADICAM / AUTOMATED CRANE / JIMMY JIB / REMOTE CAMERA / ANY OTHER CAMERA DEVICE OPERATOR)**

SHALL MEAN AND INCLUDE: -

Any person who has qualified as Cinematographer from any recognized Film Institute like FTII, SRFTII, LV PRASAD, BIJU PATNAIK FILM INSTITUTE, WHISTLING WOODS etc. or from any other similar Reputed / Recognized Film School / Academy / Institute and is working in the Film / OTT / TV / Advertisement industry.

- I. Any person who has been working professionally in the Mumbai / Western Zone Film Industry as a valid Permanent Junior Grade Member for at least two years and / or he / she has an Independent Project to do as an Operative Cameraman / Associate to a DoP.
- II. Any person who has done a Digital Intermediate Colorist & Workflow Course from a reputed Film School / Institute / Academy or from any company of repute that is conducting professional courses in Colour Grading for the Motion Picture Industry or if he / she has been working professionally as a **COLORIST** in the Mumbai / Western Zone's Feature Film / OTT / TV / Advertisement industry for at least One (1) year or has worked as a **COLORIST** for Three (3) Feature Films / Three (3) OTT Films or Three (3) OTT Series / 20 (Twenty) Advertisement Commercials.
- III. A person who has been working professionally as a Steadicam or Automated Crane or Jimmy Jib or Remote Camera or any other Camera Device operator for at least One (1) Year in the Feature Film, OTT, Advertisement and TV industry.
- IV. He / she shall be entitled to become a Permanent Associate Member of WICA. The decision of the F-DoP cum Enrollment Committee shall be final.

Membership Admission Fees	₹40,000.00
Yearly / Monthly Subscription	₹3,600.00 / ₹300.00 p.m.
Upgrade Admission Fees	₹15,000.00

**[C] GRADE – III: JUNIOR MEMBER: (ASSISTANT CAMERAMAN / FOCUS PULLER / DIT / GAFFER)**

Shall mean and include: -

- I. Any person or a valid Apprentice Member of WICA, who has been working for at least One (1) year as an Assistant Cameraman / Focus Puller and has a practical hands on experience, submits his / her proof of such experience. He / she shall be entitled to become a Permanent Junior Member of WICA.
- II. Any person who has successfully completed a course in Cinematography from a reputed Film School / Academy / Institute and is working in the Feature Film / OTT / TV / Advertisement industry of Mumbai / Western Zone. He / she shall be entitled to become a Permanent Junior Member of WICA.

(iv) Any person who has completed the Certified Electrician's course from a recognised Training Institute / School or has an Electrician's License from the Government Civil Body (PWD etc.) and/or has been working as a Key Electrician for a minimum of Five years and/or has been working as a **GAFFER** for minimum of one year in the Film Industry. The decision of the Enrollment Committee shall be final.

He / she shall be entitled to become a Junior Member of WICA.

Membership Admission Fees	₹15,000.00
Yearly / Monthly Subscription Fees	₹2,400.00 / ₹200.00

**[D] GRADE – IV: APPRENTICE MEMBER: (LEARNER):**

Shall mean and include: -

Any person who wishes to learn the art of Cinematography and has attained the age of Eighteen (18) Years and he/she has the Minimum Educational Qualification of **S.S.C / (10<sup>TH</sup> STD) Passed:**

He/she shall be entitled to become an Apprentice Member of WICA.

Membership Admission Fees	₹5,000.00
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**[F] GRADE – V: TEMPORARY MEMBER: (RENEWABLE)**

Shall mean and include:

Any person who is not an Indian Citizen but holds a valid **Employment Visa for minimum of One Year or PIO / OCI Status Card** issued by the Government of India can apply for **Renewable Temporary Membership** of WICA.

He / she shall be entitled to become a Temporary Member (Renewable) of WICA.

III. Any person who has **at least One (1)** year's of practical experience of working as a **DIT** (Digital Imaging Technician).

IV. Any person **who has been** working as a **GAFFER** for a minimum of **Two (2)** years in the **Feature Film / OTT / TV / Advertisement industry.**

He / she shall be entitled to become a **Permanent Junior Member** of WICA. **The decision of the F-DoP cum Enrollment Committee shall be final.**

Membership Admission Fees	₹25,000.00
Yearly / Monthly Subscription Fees	₹3000.00 / ₹250.00 p.m.
Upgrade Admission Fees After 1 Yr.	₹20,000.00
Upgrade Admission Fees After 2 Yrs.	₹10,000.00

**[D] GRADE – IV: APPRENTICE MEMBER: (LEARNER & ELECTRICIAN):**

Shall mean and include: -

- I. Any person who wishes to learn the art of Cinematography and has attained the age of Eighteen (18) Years and he / she has the Minimum Educational Qualification of **S.S.C (10<sup>TH</sup> Std.) / Equivalent to S.S.C / is an Exceptionally Talented Person.**
- V. Any person who has completed the Certified Electrician's Degree / Diploma / Certificate course from a recognised Training Institute (ITI etc.) / School / Academy or has an Electrician's License from the Government Civil Body (PWD etc.) and / or has been working as a Key Electrician for a minimum of Three (3) years in the Feature Film / OTT / TV / Advertisement industry.

He / she shall be entitled to become a **Permanent Apprentice Member** of WICA. **The decision of the F-DoP cum Enrollment Committee shall be final.**

Membership Admission Fees	₹5,000.00 (For One year only)
Yearly Renewal Fees	₹5000.00

**An Apprentice Member can renew his / her membership for one more year only after one (1) year of his / her admission. The F-DoP cum Enrollment Committee may reject & cancel his / her membership as an Apprentice if the Committee finds him / her not qualified enough to be upgraded to Junior grade even after two years of his / her experience.**

**[E] GRADE – V: RENEWABLE TEMPORARY MEMBER:**

Shall mean and include:

- I. Any person who **is a Cinematographer / DoP** but not an Indian Citizen but holds a valid **Employment Visa** for minimum of One Year or **PIO / OCI Status Card** issued by the Government of India can apply for **Renewable Temporary Membership** of WICA.

He / she shall be entitled to become a **Renewable Temporary Member** of WICA. **The decision of the F-DoP cum Enrollment Committee shall be final.**

Yearly Subscription for DOP	₹ 2,50,000
Yearly Subscription for Associate	₹ 2,00,000
Yearly Subscription for Junior	₹ 1,50,000
Yearly Subscription for Colorist	₹ 2,00,000
Yearly Subscription for DIT	₹ 1,00,000
Yearly Subscription for Steadicam or Automated Crane Operator	₹ 1,00,000

**[G] GRADE – VI: TEMPORARY MEMBER: (LIMITED)**

Shall mean and include:

Any person who is not an Indian Citizen, but has been contracted / employed by any Indian Producer / Production House / Advertising Agency / Corporate House or by a Foreign Producer for a Co-production with an Indian Producer and has a valid Work Permit / Visa to work for a specific Producer on a specific project for a specific period to be shot in the Mumbai Film Industry / Western Zone, issued by the Government of India can apply for **Limited Temporary Membership** of WICA.

He / she shall be entitled to become a Temporary Member (Limited) of WICA.

**PER DAY FEE**

DOP/Associate/Junior/Colorist/DIT/Steadicam or Automated Crane Operator for Advertisement Film	₹ 20,000 / 10,000 / 10,000 / 10,000 / 10,000 / 10,000
DOP/Associate/Junior/Colorist/DIT/Steadicam or Automated Crane Operator for Feature Film	₹ 10,000 / 5,000 / 5,000 / 5,000 / 5,000 / 5,000
DOP/Associate/Junior/Colorist/DIT/Steadicam or Automated Crane Operator for Corporate Film	₹ 10,000 / 5,000 / 5,000 / 5,000 / 5,000 / 5,000
DOP/Associate/Junior/Colorist/DIT/Steadicam or Automated Crane Operator for Reality Show / Event	₹ 10,000 / 5,000 / 5,000 / 5,000 / 5,000 / 5,000
DOP/Associate/Junior/Colorist/DIT/Steadicam or Automated Crane Operator for Documentary	₹ 10,000 / 5,000 / 5,000 / 5,000 / 5,000 / 5,000

Yearly Subscription / Per Project Fee for Feature / Series / Ad Film for DOP	₹ 2,50,000
Yearly Subscription / Per Project Fee for Feature / Series / Ad Film for Associate	₹ 2,00,000
Yearly Subscription / Per Project Fee for Feature / Series / Ad Film for Junior	₹ 1,50,000
Yearly Subscription / Per Project Fee for Feature / Series / Ad Film for Colorist	₹ 2,00,000
Yearly Subscription / Per Project Fee for Feature / Series / Ad Film for DIT	₹ 1,00,000
Yearly Subscription / Per Project Fee for Feature / Series / Ad Film for Steadicam or Automated Crane / Camera Operator or Remote Controlled Camera Operator	₹ 1,00,000

**[F] GRADE – VI: LIMITED TEMPORARY MEMBER:**

Shall mean and include:

- i. Any person who is a Cinematographer / DoP but not an Indian Citizen and has been contracted / employed by any Indian Film / Advertisement / TV Producer / Production House / Advertising Agency / TV Channel / OTT Media Service Provider / Corporate House or by a Foreign Film / Advertisement / TV Producer for a Co-production with an Indian Film / Advertisement / TV Producer / Production House / Advertising Agency / TV Channel / OTT Media Service Provider / Corporate House and has a valid Work Permit / Work Visa to work for a specific Film / Advertisement / TV Producer / Production House / Advertising Agency / TV Channel / OTT Media Service Provider / Corporate House on a specific project for a specific period to be shot in the Mumbai / Western Zone Film Industry, issued by the Government of India can apply for **Limited Temporary Membership** of WICA.

He / she shall be entitled to become a Limited Temporary Member of WICA. The decision of the F-DoP cum Enrollment Committee shall be final.

**PER DAY FEE**

DOP / Associate / Junior / Colorist / DIT / Steadicam / Automated Crane / Remote Camera / any other Camera Device Operator for Advertisement Film	₹ 20,000 / 10,000 / 10,000 / 10,000 / 10,000 / 10,000
DOP / Associate / Junior / Colorist / DIT / Steadicam / Automated Crane / Remote Camera / any other Camera Device Operator for Feature Film / OTT Film, TV / OTT Series	₹ 10,000 / 5,000 / 5,000 / 5,000 / 5,000 / 5,000
DOP / Associate / Junior / Colorist / DIT / Steadicam / Automated Crane / Remote Camera / any other Camera Device Operator for Corporate Film	₹ 10,000 / 5,000 / 5,000 / 5,000 / 5,000 / 5,000
DOP / Associate / Junior / Colorist / DIT / Steadicam / Automated Crane / Remote Camera / any other Camera Device Operator for Reality Show / Event	₹ 10,000 / 5,000 / 5,000 / 5,000 / 5,000 / 5,000
DOP / Associate / Junior / Colorist / DIT / Steadicam / Automated Crane / Remote Camera / any other Camera Device Operator for Documentary	₹ 10,000 / 5,000 / 5,000 / 5,000 / 5,000 / 5,000

**[H] GRADE – VII: TEMPORARY MEMBER: (REGIONAL)**

Shall mean and include:

Any Active / Associate Member from any other Regional Cinematographers' Associations can apply for a **Regional Temporary Membership** of WICA.

He / she shall be entitled to become a Temporary Member (Regional) of WICA.

Per Project Fee for

**Active / Associate / Junior**      ₹10,000 / 5,000 / 5,000/-

- a) Subscription for all the **Permanent / Temporary Members** shall be calculated from the first day of the said calendar month his/her Membership is approved & accepted by the Association.
- b) **Permanent Members** can pay their subscription for maximum of Three (3) years in advance at the prevailing yearly subscription at that time and he/she will be exempted to pay any extra amount in case there is any increase in the yearly subscription fee in the next two years.

**[I] UPGRADING FEE:**

**[G] GRADE – VII: REGIONAL TEMPORARY MEMBER:**

Shall mean and include:

- I. Any Active / Associate / Junior Member or equivalent to Active / Associate / Junior Member of WICA, from any other Regional Cinematographers' Associations can apply for a **Regional Temporary Membership** of WICA if he / she has any Feature Film / OTT Film or Series / Daily TV Soap / Reality Show / Multi Camera Show / Event / Advertisement Commercial / Documentary to shoot in Mumbai / Western Zone Film Industry.

He / she shall be entitled to become a **Regional Temporary** Member of WICA. **The decision of the F-DoP cum Enrollment Committee shall be final.**

Per Project Fee for

**Active / Associate / Junior**      ₹10,000 / 5,000 / 5,000/-

Per Day Fee for

**Active / Associate / Junior**      ₹1,000 / 5,00 / 5,00/-

**[8-A] CONDITIONS:**

- 1) The yearly subscription fee for all the valid Permanent Junior / Associate / Active / Senior Members shall be calculated from the first day of the January month notwithstanding his / her membership is approved and accepted by the F-DoP cum Enrollment Committee in whichever month of the year.
- 2) The Permanent Junior / Associate / Active / Senior Members admitted from January till September shall pay the yearly subscription fee till December of the same year and Permanent Junior / Associate / Active / Senior Members getting admitted from October till December shall pay the yearly subscription fee on pro rata basis for 15 (Fifteen) months till December next year.
- 3) No backlog yearly subscription fee shall be levied on newly admitted Permanent Junior / Associate / Active / Senior Members but members who are being re-admitted / **upgraded** will have to pay the backlog of yearly subscription fee (if applicable) along with the late fee for the month(s) / year(s) he / she has not paid the yearly subscription fee and it would be calculated according to the prevailing byelaws for those years and payment of backlog yearly subscription fee doesn't entitle them to qualify for any benefits and his / her membership will be treated as interrupted for any benefits for that period.
- 4) The yearly subscription fee for all the Renewable Temporary Members shall be calculated from the first day of the calendar month in which his / her membership is approved and accepted by the F-DoP cum Enrollment Committee till the same month next year.
- 5) The backlog yearly subscription fee shall be applicable as per the prevailing byelaws of those years to Renewable Temporary Members in case if he / she has defaulted on his / her yearly subscription fee in the past years.
- 6) The yearly subscription fee in advance will not be accepted in any circumstances due to complications **in maintaining the accounts.**

**[I] UPGRADING FEE:**



ASSOCIATE CINEMATOGRAPHER TO ACTIVE CINEMATOGRAPHER	₹10,000/-
JUNIOR CINEMATOGRAPHER TO ASSOCIATE CINEMATOGRAPHER	₹20,000/-
APPRENTICE MEMBER TO JUNIOR CINEMATOGRAPHER	₹15,000/-
ATTENDANT MEMBER TO JUNIOR CINEMATOGRAPHER	₹6,000/-

All members are entitled to move up to higher grades, provided he/she fulfills / qualifies the eligibility criteria.

All the members shall move to higher grades on a 'step by step' basis and the onus of upgrading lies with the member otherwise the Enrollment Committee on 'case to case' basis will levy 'Late Fee' charges.

**[J] PROJECT REGISTRATION FEE:**

All Members whether Active, Associate or Junior must register their assignments / projects i.e., **Feature Films / Video Films / TV Serials / Events / Shows** within Three Months from the date of Mahurat or from the date of Initial Shooting, in WICA Office by paying the following Registration Fee as per your **Assignment/Project**.

Regional Film / TV Serial / Event / Show	₹250.00	Per Film / Per Serial / Per Event / Per Show
Hindi Film / TV Serial / Event / Show	₹500.00	Per Film / Per Serial / Per Event / Per Show

After the grace period of three months following charges will apply:

Regional Film / TV Serial / Event / Show	₹500.00	Per Film / Per Serial / Per Event / Per Show
Hindi Film / TV Serial / Event / Show	₹1,000.00	Per Film / Per Serial / Per Event / Per Show

WICA strongly recommends all the members to sign an agreement / contract / MOU and register their project with WICA. If there is no agreement / contract / MOU in a dispute case;

- a) Registered Project will qualify for 10% of Dispute Processing Fee and
- b) Non-Registered Project will qualify for 20% of Dispute Processing Fee.

ASSOCIATE CINEMATOGRAPHER TO ACTIVE CINEMATOGRAPHER	₹15,000/-
JUNIOR CINEMATOGRAPHER TO ASSOCIATE CINEMATOGRAPHER	₹20,000/-
APPRENTICE MEMBER TO JUNIOR CINEMATOGRAPHER	₹20,000/-
DIRECT JUNIOR	₹25,000/-
JUNIOR TO DIRECT ACTIVE CINEMATOGRAPHER	₹30,000/-

- a) All the valid Permanent Apprentice / Junior / Associate members are entitled to move up to higher grades, provided he / she fulfills / qualifies the eligibility criteria.
- b) All the valid Permanent Apprentice / Junior / Associate members shall move to higher grades on a 'step by step' basis and the onus of upgrading lies with the valid Permanent Apprentice / Junior / Associate member otherwise if found guilty of not upgrading in time the F-DoP cum Enrollment Committee on 'case to case' basis will levy Late Fee and charge extra yearly backlog subscription fee as per the upgraded category.
- c) In some exceptional cases a Valid Permanent Junior Member could be upgraded to the Active grade if he / she has an independent project to do as a DoP.

**[J] PROJECT REGISTRATION FEE:**

- a) All the valid Permanent Members whether Active, Associate or Junior are advised to register their assignments / projects such as **Feature Films / OTT Films or Series / Documentaries / Video Films / TV Serials / Events / Daily TV Soaps / Reality Shows** within **Three (3)** Months from the date of Mahurat or from the date of Initial Shooting, in WICA Office by paying the following Registration Fee as per your **Assignment / Project**.

Regional Film / TV Serial / Event / Daily / Reality Show / Docu	₹250.00	Per Film / Per Serial / Per Event / Per Show
Hindi Film / TV Serial / Event / Daily / Reality Show	₹500.00	Per Film / Per Serial / Per Event / Per Show

After the grace period of three months following charges will apply:

Regional Film / TV Serial / Event / Daily / Reality Show	₹500.00	Per Film / Per Serial / Per Event / Per Show
Hindi Film / TV Serial / Event / Daily / Reality Show	₹1,000.00	Per Film / Per Serial / Per Event / Per Show

- b) WICA strongly recommends all the valid Permanent Junior / Associate / Active / Senior / Life Members to sign an agreement / contract / MOU and register their project with WICA to save some Dispute Processing Fees.

If there is no agreement / contract / MOU in a dispute case;

- I. Registered Project will qualify for 10% of Dispute Processing Fee from the WICA members / co-member.
- II. Non-Registered Project will qualify for 20% of Dispute Processing Fee from the WICA members /

**[K] MEMBERSHIP CARD CHARGES:**

The **First Membership Card** will be issued from the Office of the Association at **no cost**.

A **lost / damaged card** will be reissued, marked as **Duplicate Card** at a **cost of `200/-**

**[29] MEMBERSHIP CARDS:**

The First Membership Card will be issued from the Office of the Association at no cost. A lost/damaged card will be reissued at a cost prevailing at that time. The member should always carry his/ her Membership Identity Card with him/her every time on all occasions.

**[8] SENIOR MEMBER, LIFE MEMBER & HONORARY LIFE MEMBER:**

**(a) SENIOR MEMBER:**

co-member.

- III. In case a valid Permanent Junior / Associate / Active / Senior / Life Member registers a complaint and dispute is initiated regarding his / her non-payment against any co-member and WICA starts the process to settle the dispute then the complainant member of WICA and co-member become liable to pay the dispute processing fee once the dispute amount is settled amicably through WICA between the member and co-member as per the byelaws mentioned hereinafter.
- IV. In case during the process of settlement or in case the payable amount has been settled between both the parties, WICA member and the Producer amicably through WICA / FWICE, if both the parties decide to settle on the lesser amount among themselves than the amount settled amicably through WICA / FWICE, with the intervention of the Dispute Committee, the WICA member is liable to pay the dispute processing fee to WICA on the amount settled through WICA / FWICE or on the amount claimed in the complaint application, in case if the dispute matter was still in the process and not settled.
- V. In case if the complainant WICA member settles the matter on a sly with the producer / co member without informing or without the permission of the Dispute Committee, then complainant member as well as co member shall be blacklisted and no dispute case from such blacklisted members shall be entertained in future against any of their producers / co-members.

**[K] READMISSION FEE:**

Readmission Fee (within Two Years)	Rs. 500/-
For every additional year per year	Rs. 250/-

**[L] MEMBERSHIP CARD CHARGES:**

- a) The First and Renewed Membership Card after the expiry will be issued from the Office of the Association at no cost with next validity period of three (3) years printed on it.
- b) A lost / damaged card will be reissued at a cost of Rs. 150/- but damaged card shall be surrendered in the office to avoid misuse.

**[M] APPLICATION FEE:**

- a) At the time of enrollment an application fee of Rs. 300/- will be charged in lieu of the Admission Form & processing fee.

**[8] SENIOR, LIFE & HONORARY LIFE MEMBERS:**

Shall mean and include JUNIOR / ASSOCIATE & ACTIVE MEMBERS of WICA who have completed **SIXTY (60) YEARS OF AGE**.

- i) Notwithstanding anything said earlier regarding subscription, any permanent member such as The JUNIOR/ ASSOCIATE OR ACTIVE, who have attained the age of **Sixty (60) Years**, are supposed to pay **only `240/-** as their Yearly Subscription.

**(b) LIFE MEMBER:**

Shall mean and include JUNIOR / ASSOCIATE & ACTIVE MEMBERS of WICA who have completed **SEVENTY (70) YEARS OF AGE**.

- (ii) That he /she must have paid un-interrupted subscription of at least **Twenty (20) Years** during the period of his / her permanent membership; that his / her dues / subscription shall remain fully paid up to date till he / she has attained the Age of **Seventy (70) Years**.
- (iii) That a **Life Member** qualifies for the Retirement Benefit prevailing at that time and he/she is exempted from paying any Subscription thereafter.
- (iv) That the Life Member shall have **Voting Rights** and qualifies for all the welfare privileges / benefits provided by the Association for the JUNIOR / ASSOCIATE & ACTIVE MEMBERS of WICA including the **Death Compensation** in case he/she **has not accepted the Retirement Benefit and has submitted the 'Letter of Request' to avail the Death Compensation by submitting the nominee(s) name(s)**, after attaining the age of Seventy (70) Years.

**(c) HONORARY LIFE MEMBER**

Shall mean and include any member of WICA / a person from film fraternity.

The Managing Committee has the discretion and the authority to grant **Honorary Life Membership** to any deserving person who has contributed significantly for the betterment of WICA, Cinematography, Cinematographers' and for his / her contribution to Cinema.

- An Honorary Life Member from the film fraternity and who is not a permanent member of WICA will not be eligible for any of the Welfare Privileges/Benefits including the Death Compensation, Humanitarian Compensation & Retirement Benefit provided for the Permanent Members of WICA and he/she does not have to pay any fee/subscription whatsoever.

**a) SENIOR MEMBER:**

Shall mean and include **valid Permanent** JUNIOR / ASSOCIATE / ACTIVE MEMBERS of WICA who have completed **SIXTY (60) YEARS OF AGE**.

- I. Notwithstanding anything said earlier regarding yearly subscription, any **valid Permanent** member such as JUNIOR / ASSOCIATE OR ACTIVE who have attained the age of **Sixty (60) Years** are supposed to pay **only Rs. `300/-** as their Yearly **Subscription fee till the age of Seventy (70) Years only**.

**(b) LIFE MEMBER:**

Shall mean and include **valid Permanent** JUNIOR / ASSOCIATE / ACTIVE MEMBERS of WICA who have completed **SEVENTY (70) YEARS OF AGE**.

- I. Any **valid Permanent JUNIOR / ASSOCIATE / ACTIVE Member** whose yearly subscription fee is fully paid up to date till he / she has attained the Age of **Seventy (70) Years** qualifies to be a Life Member of WICA and he / she is exempted from paying any yearly Subscription fee thereafter and remains a **valid Permanent Life Member of WICA** till his / her lifetime.
- II. A **Life Member** who has paid his / her yearly subscription fee uninterrupted for either **Twenty (20) Years / Fifteen (15) Years / Ten (10) Years at least once** during the period of his / her valid Permanent JUNIOR / ASSOCIATE / ACTIVE membership qualifies for the **Thanks Giving Benefit** prevailing at that time.
- III. In case if any valid Permanent Junior / Associate / Active / Senior member after attaining the age of Seventy (70) Years and being eligible to claim the Thanks Giving Benefit, **has not accepted the Thanks Giving Benefit and has submitted the 'Letter of Request' to avail the After Life Compensation instead of the Thanks Giving Monetary Benefit by submitting his / her nominee(s) name(s)**, then his / her **nominee(s)** would be eligible to claim the **After Life Compensation amount only after his / her demise and not in between**.
- IV. A **JUNIOR / ASSOCIATE Life Member** shall have the **Contesting and Voting Rights only** and qualifies for all the welfare privileges / benefits provided by the Association for the **valid Permanent JUNIOR / ASSOCIATE Members of WICA till his / her lifetime**.
- V. An **ACTIVE Life Member** shall have the **Contesting, Nominating and Voting Rights** and qualifies for all the welfare privileges / benefits provided by the Association for the **valid Permanent ACTIVE Members of WICA till his / her lifetime**.

**(c) HONORARY LIFE MEMBER**

Shall mean and include any **valid Permanent JUNIOR / ASSOCIATE / ACTIVE / SENIOR / LIFE** member of WICA / a **distinguished** person from the film fraternity.

- I. The Managing Committee has the discretion and the authority to grant **Honorary Life Membership** to any deserving person who has contributed significantly for the betterment of WICA, Cinematography and Cinematographers' or to the **Art of Cinema**.
- II. An Honorary Life Member chosen from the **film fraternity who is not** a valid Permanent member of WICA, will not be eligible for any of the Welfare Privileges / Benefits including the **Thanks Giving Benefit, After Life Compensation, Humanitarian Compensation** provided for the **valid Permanent Members of WICA** and he / she does not have to pay any **yearly subscription fee whatsoever**.

## **[9] FINES AND FORFEITURES:**

Any Member who fails to pay his/her Yearly Subscription after the twelve (12) months of grace period granted by the Managing Committee on request or after the completion of the second 'Subscription Exemption Facility' of (12) months granted by the Managing Committee in an Exceptional Case or three (3) months without the permission of the Managing Committee, that member shall cease to be a member of the Association. But he/she shall be entitled to rejoin the Association after paying all the arrears / dues and a fresh Entrance / Re-admission fees (whatever the Enrollment Committee deems fit) or prevailing at that time.

- (a) Apprentice Members must apply for his/her up-gradation to the grade of Junior Membership / Renewal after completion of one (1) year otherwise a Late Fee of `100.00 per month will be levied for the default period.
- (b) Notwithstanding the schedule of admission and the membership fee mentioned in Clause [6] and subject to the approval of the Managing Committee, any member, Excluding the Apprentice Member, he/she shall inform the Association in writing on becoming Temporarily Unemployed and shall submit an application to the Managing Committee for 'Subscription Exemption Facility'. The Managing Committee should assess and decide on the merits of the case, reduction / exemption of the yearly subscription and it can be granted on a case-to-case basis for one year only. But in an Exceptional circumstances a member can reapply for second 'Subscription Exemption Facility' for a maximum of one more year but which shall be granted by MC after scrutinising the said case to be an 'Exceptional Case' and after the sanction such case shall be marked as **"NO MORE SUBSCRIPTION EXEMPTION"**.
- (c) Every person upon being admitted as a member of the Association, shall deem to agree and abide by the rules and bye-laws of the Association and he/she shall become liable to forfeit his/her permanent membership at any time, if in the opinion of the Managing Committee, such member has failed to abide by the rules of the Association and/or found to be involved in corrupt and unlawful practices by which he/she has damaged the reputation of the Association; but before arriving at such a decision, the Managing Committee must have given adequate opportunity, to the concerned member, to explain his/her case before the Managing Committee and the final decision is ratified in the AGM.

- III. An Honorary Life Member from the film fraternity doesn't have the Contesting, Nominating and Voting rights.
- IV. A valid Permanent Active / Senior or Life member of WICA who has been conferred with the Honorary Life Member of WICA at whatever age will be eligible for any of the Welfare Privileges / Benefits including the Thanks Giving Benefit, After Life Compensation, Humanitarian Compensation provided for the valid Permanent Active / Senior or Life Members of WICA and he / she does not have to pay any yearly subscription fee notwithstanding any age criteria and he / she has the Contesting, Nominating and Voting rights.

## **[9] CANCELLATION, REJECTION, FINES AND FORFEITURES:**

- a) Any valid Permanent Junior / Associate / Active member, (Excluding Senior members) who is in arrears and has not paid his / her yearly subscription fee for more than 15 (Fifteen) months starting from Jan. of the due year to March of the next year after availing the first **"Subscription Exemption Facility"** for a year and any valid Permanent Junior / Associate / Active member who has even availed the second **'Subscription Exemption Facility'** also for the next year till March and has not paid his / her yearly subscription fee for more than 27 (Twenty Seven) months, his / her membership will be treated as a **'Dormant Membership'** due to the non-payment of yearly subscription fee and will be kept as dormant for the total period of Five (5) years since his / her yearly subscription fee has been due. In case such Dormant Member seeks a readmission during this dormant period of Five (5) years, he / she can apply and F-DoP cum Enrollment Committee will consider the application for readmission. Such readmitted dormant member's membership would be treated as interrupted membership for any of the Welfare Benefits in future.
- b) Any valid Permanent Junior / Associate / Active member, (Excluding Senior members) who is in arrears and has not paid his / her yearly subscription fee for more than 15 (Fifteen) months starting from Jan. of the due year to March of the next year without availing the **'Subscription Exemption Facility'** his / her membership will be treated as a **'Dormant Membership'** due to the non-payment of yearly subscription fee and will be kept as dormant for the total period of Five (5) years since his / her yearly subscription fee has been due. In case such Dormant Member seeks a readmission during this dormant period of Five (5) years, he / she can apply and F-DoP cum Enrollment Committee will consider the application for readmission but such Dormant Member will be eligible only once for the readmission in his / her lifetime. Such readmitted dormant member's membership would be treated as interrupted membership for any of the Welfare Benefits in future. In case if such 'Dormant Member' member becomes a 'Dormant Member' again (will be referred as a 'Habitual Dormant Member' hereinafter) without availing the **'Subscription Exemption Facility'** will not be entertained for readmission for the second time.
- c) Any valid Permanent Junior / Associate / Active / Senior Member who has not paid his / her yearly subscription fee for more than Five (5) Years not withstanding Subscription Exemption Facility will be declared 'Non Member' and his / her Membership will be cancelled. In case if such declared 'Non Member' seeks a readmission in future, his / her application shall be treated as fresh application by the F-DoP cum Enrollment Committee, where he / she will have to pay the admission fee again prevailing at that time and will be allotted a new membership as per the prevailing byelaws keeping in mind the age criteria and his / her earlier membership shall be treated as **'Dead Membership'** in record books and that dead membership number shall not be allotted to anyone in the future.
- d) An applicant who has been sanctioned **'Conditional Pending Membership'** with **'Admission Fee Installment Facility'** shall be allotted a conditional pending membership number until he / she pays up the full admission fee amount and WICA shall keep a separate record register of such applicants. It would be incumbent upon such applicant to pay up his / her full admission fee amount in maximum of Three (3) installments but within the period of Six (6) months from the date of his / her conditional approval otherwise his / her earlier paid installment(s) will be forfeited after the expiry date of the deadline period and **'Conditional Pending Membership'** granted to him / her will be withdrawn and his / her application for the Permanent Membership will be rejected. Such defaulters will have to apply for



the fresh admission.

- e) An applicant who has been sanctioned '**Conditional Pending Membership**' with '**Admission Fee Installment Facility**' and pays up all the installments during the allotted deadline period his / her name shall be registered in the regular Membership record register / book / computer with a new valid permanent membership number allotted to him / her.
- f) In case if any Applicant's application for fresh admission or any valid Permanent Apprentice / Junior / Associate / Active / Senior / Life member's readmission / up gradation had been wrongly approved by the F-DoP cum Enrollment Committee by oversight or on the basis of wrong information submitted by the applicant / valid Permanent Apprentice / Junior / Associate / Active / Senior / Life Member in the past and the Managing Committee comes to know about such oversight / mistake / wrong information submitted, the Managing Committee has the discretion and absolute right to reject / cancel his / her valid Permanent Apprentice / Junior / Associate / Active / Senior / Life membership. In case if the oversight / mistake had been committed by the F-DoP cum Enrollment Committee then either the admission / readmission / subscription / late / up gradation fee or all the fees paid till then shall be reimbursed to the wrongly admitted / readmitted / upgraded Permanent Apprentice / Junior / Associate / Active / Senior / Life member but in case if the wrong information had been submitted by the applicant / valid Permanent Apprentice / Junior / Associate / Active / Senior / Life member then either the admission / readmission / subscription / late / up gradation fee or all the fees paid till then shall be forfeited. The Final decision shall be of the Managing Committee.
- g) All the Apprentice Members must apply for the up-gradation to the Junior grade / renewal of their membership after the completion of One (1) full year of Twelve (12) months since his / her admission month otherwise a Late Fee of Rs.100/- per month will be levied for the default period along with the yearly subscription fee / renewal fee.
- h) Notwithstanding the schedule of admission and the yearly subscription fee mentioned in Clause [7] Grades, Fees and Charges and subject to the approval of the Managing Committee, any valid Permanent Junior / Associate / Active member, excluding the Apprentice Member, he / she shall inform the Association of his / her inability to pay the yearly subscription fee in writing either on becoming unemployed for a long time or due to any natural calamity like COVID etc. and shall submit a request application to the Managing Committee for 'Subscription Exemption Facility'. The Managing Committee should assess and decide on the merits of the case whether to sanction reduction / exemption / waiver of the yearly subscription fee depending on the request submitted by the member and it can be granted on a case-to-case basis for One (1) year only. But in an Exceptional circumstances a member can reapply for second 'Subscription Exemption Facility' for a maximum of One (1) more year but which shall be granted by MC after scrutinising the said case to be an 'Exceptional Case' and after the sanction, such case shall be marked as '**NO MORE SUBSCRIPTION EXEMPTION**' in record register / books / computer. In case such valid Permanent Junior / Associate / Active member is unable to pay the yearly subscription fee after availing both the 'Subscription Exemption Facilities' his / her membership will become dormant for the next Three (3) years and in case his / her subscription has not been paid for Five (5) years then he / she will be readmitted as per the byelaws mentioned hereinabove if that member applies for the readmission after Five (5) years.
- i) Every person upon being admitted as a valid Permanent Apprentice / Junior / Associate / Active / Senior / Temporary member of the Association, shall deem to agree and abide by the rules, regulations and byelaws of the Association and he / she shall become liable to forfeit his / her valid Permanent / Temporary membership without any compensation at any time, if in the opinion of the Managing Committee, such valid Permanent Apprentice / Junior / Associate / Active / Senior / Temporary member has failed to abide by the rules regulations and byelaws of the Association and / or found to be involved in hiding some information incumbent upon him / her to provide to the Association or / and undisclosed conflict of interest or / and has a undisclosed dishonest intent or / and is found to be involved in impropriety / improbity / corrupt and unlawful practices or / and is convicted of felony or any other offence involving moral turpitude by which he / she has damaged the reputation of the Association / misused the name of the Association for personal gain / has helped someone gain financially or in kind or in obligation; but before arriving at such a decision, the Managing Committee must have given adequate opportunity, to the concerned valid Permanent / Temporary member, to explain his / her case

### **SUBJECT TO THE CONDITIONS AS FOLLOWS:**

- (i) Should it be discovered later that the member who has wrongly informed the Association of his/her un-employment or about his/her earned income from any other sources, then he/she will become liable to pay the differences in his/her subscription and strict disciplinary action will be taken against him/her by the Managing Committee and/or the Vigilance Committee.
- (ii) On being re-employed or earning any income from other sources, he/she will have to inform the Association within one month of such employment/earnings and after which he/she shall become liable to pay the subscription from the date of his/her re-employment.
- (iii) Such member whose name has been struck off from the register for non-payment of his/her dues but the member has a valid reason, may be re-admitted on his/her written request submitted to the Managing Committee along with the proof of his/her inability to pay the subscription for such period. Enrollment Committee after studying the merits of the case may consider his/her re-admission upon the payment of all the arrears and re-admission fee after the realization of his/her remuneration from the producer concerned or when he/she has earned some income from other sources or may refer the case to the Managing Committee if the case is found to be complicated.
- (iv) However any member availing the '**Subscription Exemption Facility**' will not be entitled to avail any benefits during the Exemption period and this obligation will be considered as an Interrupted Subscription/Membership unless the member pays the subscription in full for the exempted period otherwise his/her membership shall be treated as afresh. And he/she shall be entitled to avail any other benefits only after the completion of minimum period required for any such Benefit after starting afresh.

### **[10] BENEFITS:**

WICA will provide certain Financial Benefits to its Members as mentioned below:

#### **a) EDUCATIONAL SCHOLARSHIPS:**

No member shall be entitled to **Educational Scholarship** benefit unless he/she has been a member of the Association for at least **FIVE (5) YEARS** and his/her **dues / subscription are up to date** and he/she does not have any financial dispute with any co-member of the Association.

To claim the scholarship benefit the child of the Member has to score more than **Sixty (60%) Percent Marks** in their Final Exams.

- In case the mark sheet carries the grades in A+, A-, A, B+ etc. and also carries the equivalent percentage given to these grades. Qualifying percentage of 60% will be calculated by taking an average of the equivalent percentage given by the school / academy.

before the Managing Committee and the final decision will be of the **Managing Committee**.

### **[9-A] SUBJECT TO THE CONDITIONS AS FOLLOWS:**

- a) Should it be discovered later that a **valid Permanent Junior / Associate / Active** member who **has availed the Subscription Exemption Facility had mala fide intention and has misinformed** the Association of his / her un-employment or about his / her earned income from any other sources, then he / she will become liable to pay **the reduced / exempted / waived yearly subscription fee** and strict disciplinary action will be taken against him / her by the Managing Committee **on the recommendation of the F-DoP cum Enrollment Committee**.
- b) A **valid Permanent Junior / Associate / Active** member who has availed the **Subscription Exemption Facility**, on being re-employed or earning **sufficient** income from other sources **to pay his / her yearly subscription fee**, he / she will have to inform the Association within **two (2) month** of such employment / earnings and after which he / she shall become liable to pay the **yearly subscription fee on pro rata basis** from the date of his / her re-employment / earnings.
- c) Such member whose name has been struck off from the membership register for non-payment of his / her **yearly subscription fee for consecutive Five (5) years and had been declared 'Habitual Dormant Member'** may be re-admitted as per the prevailing byelaws but his / her readmission will be treated as fresh and he / she will have to pay the Admission Fee again along with the yearly subscription fee prevailing at that time and he / she will be allotted a new membership number and continuity of his / her new membership will start from the year of such fresh admission.
- d) However any **valid Permanent Junior / Associate / Active** member availing the '**Subscription Exemption Facility**' will not be entitled to avail any benefits during the Exemption period and this obligation will be considered as an Interrupted Subscription.
- e) **The Managing Committee may introduce an 'amnesty scheme' for the 'Dormant and Non-Members' to pay their pending yearly subscription fees without paying the late fee and WICA may give maximum of three equal installment facility depending upon the yearly subscription amount due to such 'Dormant and Non-Members'. If the defaulting member qualifies for any benefits on the basis of his / her earlier uninterrupted paid subscription fee shall be eligible to avail those benefits otherwise he / she will have to have required uninterrupted subscription fee to qualify to avail any benefits in future.**

### **[10] BENEFITS:**

WICA will provide certain Financial Benefits to its Members as mentioned below:

#### **a) EDUCATIONAL SCHOLARSHIPS:**

- a) To be eligible for the grant of the **EDUCATIONAL SCHOLARSHIP** the **valid Permanent Junior / Associate / Active / Senior / Life** member must have his / her **Un-interrupted Membership** for at least **FIVE (5) YEARS** and provided that his / her **yearly subscription fee / dues is / are paid up to date** and he / she does not have any **pending** financial dispute with any co-member of the Association **or has any settled dispute amount to be paid to any Co-member of the Association**. The Scholarship will be given to any **valid Permanent Junior / Associate / Active / Senior / Life** member for **maximum of four (4) times** in his / her lifetime for **any one child only**, once each from the four different segments mentioned below. In case if any member misses out on availing the Educational Scholarship benefit in any one of the segment category given below he / she will not be eligible to claim it in any other segment category.
- b) Any **valid Permanent Junior / Associate / Active / Senior / Life Member's boy child** who has scored more than **Sixty Percent (60%) marks** in his final exams will be considered eligible for the **Educational**

- In case if there are no equivalent percentage to the grades given then it will be at the discretion of the Welfare Committee to calculate the qualifying percentage as it may deem fit.

SEGMENT	STANDARDS	MARKS in %	SCHOLARSHIP'S AMOUNT
I	5TH to 9TH Std	60% to 74%	`2,000.00
I	5TH to 9TH STD	75% & Above	`3,500.00
II	10TH to 12TH	60% to 74%	`3,000.00
II	10TH to 12TH	75% & Above	`6,000.00

III	13TH & 14TH Std	75% & Above	`8,500.00
III	Recognised Govt. Diploma	75% & Above	`12,000.00
IV	Graduation / Degree / B.Sc. / Arts /	75% & Above	`16,000.00

- Members can claim this Benefit maximum of **four (4) times** in their lifetime for **one child only**, once from **each segment** mentioned in the above chart.

**(b) KANYADAAN CONTRIBUTION:**

No member shall be entitled to **KANYADAAN Contribution** unless he/she has been a member of the Association for at least **FIFTEEN (15) YEARS** and his/her **dues / subscription are up to date** and he/she does not have any financial dispute with any co-member of the Association.

To claim this Benefit the Girl has to be Eighteen (18) Years and Above.

Scholarship. In case of a girl child the minimum requirement to be eligible to claim the Educational Scholarship would be to score **Fifty Percent (50%) marks** in her final exam. To claim the Educational Scholarship Benefit the valid Permanent Junior / Associate / Active / Senior / Life members are supposed to submit a copy of the valid up to date WICA Membership Card, **proof of parental relationship with the son / daughter** along with the **Original and Attested Copy of the Mark Sheet / Report Card** of the School.

SEGMENT	STANDARDS	MARKS in %	SCHOLARSHIP'S AMOUNT
I	5 <sup>th</sup> to 8 <sup>th</sup> Standard <b>For Girl Child</b>	60% to 74% <b>50% to 74%</b>	`3,000.00 <b>`3,000.00</b>
I	5 <sup>th</sup> to 8 <sup>th</sup> Standard	75% & Above	<b>`4,000.00</b>
II	9 <sup>th</sup> to 12 <sup>th</sup> Standard / <b>Recognised Govt. Diploma</b>	60% to 74%	<b>`5,000.00</b>
II	9 <sup>th</sup> to 12 <sup>th</sup> Standard / <b>Recognised Govt. Diploma</b>	75% & Above	<b>`6,000.00</b>
III	<b>13<sup>th</sup> &amp; 15<sup>th</sup> Standard</b>	75% & Above	<b>`9,000.00</b>
IV	<b>Post Graduation</b>	75% & Above	<b>`12,000.00</b>

- In case the mark sheet carries the grades in A+, A-, A, B+ etc. and also carries the equivalent percentage given to these grades. Qualifying percentage of **50% / 60%** will be calculated by taking an average of the equivalent percentage given by the school / academy.
- In case if there are no equivalent percentage to the grades given then it will be at the discretion of the Welfare Committee to calculate the qualifying percentage as it may deem fit.
- Any valid Permanent Junior / Associate / Active / Senior / Life Member** can claim this Benefit maximum of **four (4) times** in their lifetime for **any one child only**, once from **each segment** mentioned in the above chart.
- To claim this benefit the valid Permanent Junior / Associate / Active / Senior / Life member will have to submit a copy of the valid up to date WICA Membership Card, proof of parental relationship with the son / daughter like Aadhar card etc. along with the mark sheets in original and Xerox copies.

**(b) KANYADAAN CONTRIBUTION:**

- To be eligible for **KANYADAAN Contribution** the **valid Permanent Junior / Associate / Active / Senior / Life member** must have his / her **un-interrupted membership** for at least **FIFTEEN (15) YEARS** and provided that his / her **yearly subscription fee / dues is / are paid up to date** and he / she does not have any **pending financial dispute** with any co-member of the Association **or has any settled dispute amount to be paid to any Co-member of the Association**. Any valid Permanent Junior / Associate / Active / Senior / Life Member is eligible to claim **Kanyadaan only once in his / her lifetime and to claim Kanyadaan Contribution the valid Permanent Junior / Associate / Active / Senior / Life member** is supposed to submit a copy of the valid up to date WICA Membership Card along with the Original Wedding Card, a copy of the Receipt of the booking of the Marriage Hall / Wedding Venue **and copy of age proof of the bride**. In case of a **registered court marriage** if the booking receipt of the venue is not available the **valid Permanent Junior / Associate / Active / Senior / Life member** can submit the copy of the Marriage Registration number or claim the amount

KANYADAAN	R`25,000.00
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**(c) MEDICAL AID:**

No member shall be entitled to **Medical Aid** unless he/she has been a member of the Association for at least **FIVE (5) YEARS** and his/her **dues / subscription are up to date** and he/she does not have any financial dispute with any co-member of the Association.

- Any member can claim **Medical Aid** amount prevailing at that time in one instance or in maximum of three instances during his lifetime. But the total amount of **Medical Aid** prevailing at the time of his first claim will be treated as his eligible amount due to him in his lifetime.

To claim this benefit Members will have to submit the doctor's prescription, original hospital bills, medical test reports, medicine bills and papers etc.

MEDICAL AID	`30,000.00
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**c) DEATH COMPENSATION:**

No member shall be entitled to **Death Compensation** unless he/she has paid **uninterrupted subscription for TWENTY (20) YEARS** and his/her **dues / subscription are up to date** and he/she does not have any financial dispute with any co-member of the Association.

after **the court marriage / solemnisation of the religious marriage / wedding** by submitting a true copy of the Marriage Registration Certificate.

- b) To claim this Benefit the **daughter of the valid Permanent Junior / Associate / Active / Senior / Life Member** has to be of Eighteen (18) Years and above.

KANYADAAN CONTRIBUTION	`25,001.00
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- I. To claim this benefit the valid Permanent Junior / Associate / Active / Senior / Life member will have to submit a copy of the valid up to date WICA Membership Card, proof of parental relationship with the bride like Aadhar card etc. & proof of age of the bride, along with all the relevant papers required in original and Xerox copies.

**(c) MEDICAL AID:**

- a) To be eligible for **MEDICAL AID** the **valid Permanent Junior / Associate / Active / Senior / Life** member must have his / her **Un-interrupted Membership** for at least **FIVE (5) YEARS** and provided that his / her **yearly subscription fee / dues is / are paid up to date** and he / she does not have any **pending** financial dispute with any co-member of the Association **or has any settled dispute amount to be paid to any Co-member of the Association.**
- b) The Medical Aid benefit amount will be given once in a lifetime **to a valid Permanent Junior / Associate / Active / Senior / Life member notwithstanding any prevailing byelaws in the past and the prevailing Medical Aid total amount can be availed in maximum of three instances on request in his / her lifetime.** The total amount claimed shall not exceed the **MEDICAL AID BENEFIT** amount prevailing at the time of the first claim and amount of second & third claim will depend upon the original Hospital & Medical bills submitted which shall not exceed total applicable Medical Benefit amount for such case.
- c) To claim Medical Aid the **valid Permanent Junior / Associate / Active / Senior / Life** member will have to submit a copy of the valid up to date WICA Membership Card along with copies of Doctor's Prescriptions, Medical Reports, X-ray Reports, Hospital Bills, Medicine Bills and **any other** relevant medical papers **required in original and Xerox copies.**

1.	MEDICAL AID	`40,000.00
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**d) AFTER LIFE COMPENSATION:**

- a) No **valid Permanent Junior / Associate / Active / Senior / Life** member shall be entitled to **After Life Compensation** unless he / she has paid **at least once uninterrupted yearly subscription fee for TWENTY (20) YEARS in his / her lifetime** and his / her **dues / yearly subscription fee is paid up to date at the time of his / her demise** and he / she does not have any **pending** financial dispute with any co-member of the Association **or has any settled dispute amount to be paid to any Co-member of the Association. In case if his / her yearly subscription fee / dues is / are paid up to date at the time of his / her demise but has a pending financial dispute with any co-member of the Association or has any settled dispute amount to be paid to any Co-member of the Association, in that case Dispute Committee and Managing Committee may settle the dispute expediently by paying the dispute amount finalised by the Dispute Committee and Managing Committee or / already settled dispute amount to the co-member**



- In case **Life Member** has not accepted the **Retirement Benefit** he/she is eligible for **Death Compensation** notwithstanding the clause of subscription as he/she is exempted to pay the subscription after attaining the age of Seventy (70) years. A 'Letter of Request' is a must from the Life Member to avail the Death Compensation instead of Retirement Benefit by submitting the name(s) of nominee(s).
- In case a nominee(s) name(s) has been submitted by the Member, WICA shall issue the Cheque in nominee(s) name(s) without a request letter and in case nominee(s) do not wish to avail the benefit of Death Compensation, a 'Letter of Request' to donate the Death Compensation shall be obtained from the nominee(s) and amount shall be transferred to WICA benevolent Trust and it shall be used as per the wishes of the nominee(s) or/and for any such exceptional deserving cases of members who do not qualify the criteria of WICA's bye-laws to avail any other benefits stipulated for the members or/and for any other public service activities or/and for the Members of any other allied Associations.

of the Association out of demised member's After Life\_Compensation amount prevailing at that time and rest of the amount shall be paid to his / her nominee(s) / claimant(s) / heir(s) as full and final payment of demised member's **After Life\_Compensation**. The co-member may voluntarily forfeit his / her claim of disputed amount / already settled disputed amount in writing in that case full **After Life\_Compensation** amount prevailing at that time shall be paid to the demised member's nominee(s) / claimant(s) / heir(s).

- I. In case if a **Life Member** has not accepted the monitory **Thanks Giving Benefit** when he / she became eligible for it, but has opted for **After Life\_Compensation** for his / her nominee(s) / claimant(s) / heir(s). Such **Life Member** is surely eligible to be conferred with the revered WICA trophy / memento in the same year he / she has become the **Life Member** but the monitory benefit will be given later to his / her nominee(s) / claimant(s) / heir(s) as the **After Life\_Compensation** notwithstanding the clause of subscription as he / she is exempted to pay the **yearly subscription fee** after attaining the age of **Seventy (70)** years. A 'Letter of Request' is a must from the Life Member to be eligible and avail the **After Life\_Compensation amount** instead of **monitory Thanks Giving Benefit** by submitting the name(s) of his / her nominee(s).
- II. In case a nominee(s) name(s) has been submitted by the **valid Permanent Junior / Associate / Active / Senior / Life Member at the time of becoming a member or at a later stage**, WICA shall issue the Cheque of **After Life Compensation amount** in nominee(s) name(s) after the submission of a request letter from the nominee(s) and in case nominee(s) do not wish to avail the benefit of **After Life Compensation**, a 'Letter of Donation' to donate the **After Life Compensation amount** shall be obtained from the nominee(s) and amount of **After Life Compensation prevailing at that time** shall be transferred to a **separate corpus fund specially created for such donations or any other kind of funds received** and it shall be used as per the wishes of the nominee(s) or / and for any such exceptional deserving cases of **valid Permanent Junior / Associate / Active / Senior / Life members** who do not qualify the criteria of WICA's byelaws to avail any other benefits stipulated for the **valid Permanent Junior / Associate / Active / Senior / Life members or / and for helping the valid Permanent Junior / Associate / Active / Senior / Life Members during the natural / manmade calamities or / and for any other public service activity managing committee may undertake**.
- III. In case if of no nominee(s) name(s) is given, the legal heir(s) according to the Will shall be eligible to receive the **After Life Compensation** provided that, a letter of request / claim and a **notary attested Copy of the Will** are submitted to WICA. In case if there is no Will and / or no Nominee(s) name(s) given earlier, the claimant(s) / heir(s) from the family will have to give an **notarised Affidavit** to WICA stating that the said claimant(s) / heir(s) is / are the **Sole / joint Inheritor(s)** of the deceased **valid Permanent Junior / Associate / Active / Senior / Life member's** properties and assets and no other claim whatsoever shall / will be entertained thereafter.
- IV. In case if there is no nominee(s) name(s) submitted by the **deceased valid Permanent Junior / Associate / Active / Senior / Life member** and no claimant(s) / heir(s) claims the **After Life Compensation** within the stipulated period of One (1) year from the date of demise of the **valid Permanent Junior / Associate / Active / Senior / Life member**, the Managing Committee shall have the absolute right to make use of the **After Life Compensation amount** whichever way it may deem fit and proper in the interest of WICA members or may decide to transfer the **After Life Compensation amount to the corpus account** and its decision will be binding on **deceased valid Permanent Junior / Associate / Active / Senior / Life Member's claimant(s) / heir(s)** and no claim will be entertained hence forth.
- V. In case if no nominee(s) name had been submitted earlier in the admission Form or in writing to the WICA's office, to claim the **After Life Compensation benefit** the nominee(s) / claimant(s) / heir(s) has / have to submit a copy of the valid up to date WICA Membership Card along with the **Death Certificate of the deceased member**, a copy of the Will or an Affidavit stating that the claimant(s) / heir(s) is / are the **sole / joint inheritor(s) of the deceased member's assets and properties**.

- To claim this benefit the claimant has to submit Death Certificate of the deceased member with copy of the Will or an Undertaking in writing that the Claimant is the sole inheritor of the deceased member.

Sr.	MEMBERSHIP GRADES	EXISTING AMT
1.	Active Grade	`150,000.00
2.	Associate Grade	`100,000.00
3.	Junior Grade	`80,000.00
4.	Attendant Grade	`70,000.00

- VI. In case if a deceased valid Permanent Junior / Associate / Active / Senior / Life member whose yearly subscription was not paid till the month of March in the year of his / her demise, may be considered for After Life Compensation after his / her pending yearly subscription fee is paid for that year but in case if any deceased valid Permanent Junior / Associate / Active / Senior / Life member who had not paid his / her yearly subscription fee for more than Fifteen (15) months his / her membership will be treated as not up to date membership and will not be entitled for After Life Compensation.
- b) In case if any valid Permanent Junior / Associate / Active / Senior / Life member being terminally ill or in any other serious medical condition or in dire financial crisis desires to claim the **After Life Compensation prematurely during his / her life time notwithstanding of any age**. The Managing Committee may consider the case depending on the age of the applicant and sanction Fifty percent (50%) of his / her After Life Compensation amount prevailing at that time for the members between the age of 40-60 years and Seventy Five percent (75%) of the After Life Compensation amount prevailing at that time for the members between the age of 60 years and above provided his / her **yearly subscription fee / dues is / are paid up to date and he / she qualifies the criteria of paying uninterrupted membership at least once for TWENTY (20) YEARS till then** and he / she does not have any pending financial dispute with any co-member of the Association or has any settled dispute amount to be paid to any Co-member of the Association. In that case Dispute Committee and Managing Committee may settle the dispute expediently by paying the dispute amount finalised by the Dispute Committee and Managing Committee or / already settled dispute amount to the co-member of the Association out of his / her eligible 50% or 75% After Life Compensation amount prevailing at that time and rest of the 50% and 25% amount shall be paid to him / her or his / her nominee(s) / claimant(s) / heir(s) as full and final payment of his / her **After Life Compensation**.
- c) The co-member may voluntarily forfeit his / her claim of disputed amount / already settled disputed amount in writing in that case 50% or 75% of the full **After Life Compensation** amount prevailing at that time shall be paid to him / her.
- d) **The claimant of premature After Life Compensation shall give it in writing that he has received either 50% or 75% of the After Life Compensation prematurely.**

THE ELIGIBLE AFTER LIFE COMPENSATION AMOUNT shall be as given below:

Sr.	MEMBERSHIP GRADES	20 YRS UNINTERUPPTED
1.	Active Grade	`160,000.00
2.	Associate Grade	`120,000.00
3.	Junior Grade	`100,000.00

- While calculating the eligibility of any member for the uninterrupted subscription fee paid, the Welfare Committee must consider and keep in mind certain facts that WICA does not have membership records from the year of its inception till 1977, so any present valid permanent member who was enrolled in WICA before the year 1977, his / her yearly subscription fee will be treated as uninterrupted till the year 1977.
- WICA used to accept yearly subscription fee during the whole year till the year 2016, so the gaps of less than Twelve (12) months till the year 2016 shall also be treated as uninterrupted.

e) **HUMANITARIAN COMPENSATION:**

Only those members are entitled for **Humanitarian Compensation** who had **Untimely Death** in a rare exceptional circumstances and the Managing Committee accepts and approves the case to be of an Exceptional nature. The criteria of **uninterrupted paid subscription of TWENTY (20) YEARS** to claim Death Compensation shall not be applicable on such cases of Death but his/her **dues / subscription are paid up to date** and he/she does not have any financial dispute with any co-member of the Association

- To claim this benefit the claimant has to submit the detailed account of circumstances in which the member had **Untimely Death** along with any documentary proof and the Death Certificate of the deceased member with copy of the Will or an Undertaking in writing that the Claimant is the sole inheritor of the deceased member

**HUMANITARIAN COMPENSATION**

**REIMBURSEMENT OF FULL ADMISSION FEE**

(f) **RETIREMENT BENEFIT:**

No member shall be entitled to **Retirement Benefit** unless he/she has paid uninterrupted subscription for **TWENTY (20) YEARS** and his/her **dues / subscription are up to date** and he/she does not have any financial dispute with any co-

- From the year 2016 onwards all the permanent members are supposed to pay their yearly subscription fee between Jan. and March every year. Any member who has paid his / her yearly subscription fee in April onwards after 2016, his / her membership will be treated as interrupted.
- WICA had refused to accept the subscription fee from Senior members & from certain other members who had filed the court cases in the year 2018 against WICA and Life Members were made non-members. All those members were accepted back and were made valid members in the year 2023 as per the mediation terms mutually agreed and such order passed by the Industrial Court. Their membership will also be treated as uninterrupted from the year 2018 to 2023.
- The members after attaining the age of Seventy (70) years are not supposed to pay any subscription and they remain valid members till their lifetime.

e) **HUMANITARIAN COMPENSATION:**

- a) Only those valid Permanent Junior / Associate / Active / Senior / Life members are entitled for **Humanitarian Compensation** who have had **Untimely / Unfortunate Death** in a rare or exceptional circumstances and the Managing Committee accepts and approves the case to be of a rare or of an Exceptional nature. The criteria of **minimum uninterrupted paid subscription for certain years to claim After Life Compensation** shall not be applicable on such cases of **Untimely / Unfortunate Deaths** but Managing Committee must make sure that such deceased valid Permanent Junior / Associate / Active / Senior / Life members' **yearly subscription fee / dues is / are paid up to date** at the time of his / her demise and he / she does not have any pending financial dispute with any co-member of the Association or has any settled dispute amount to be paid to any Co-member of the Association. In case his / her dues / yearly subscription fee are paid up to date at the time of his / her demise but has a pending financial dispute / unpaid settled dispute amount with any co-member of the Association, in that case Dispute Committee and Managing Committee may settle the dispute expediently by paying the dispute amount finalised by the Dispute Committee and Managing Committee / unpaid settled dispute amount to the co-member of the Association out of his / her Humanitarian Compensation amount prevailing at that time and rest of the amount shall be paid to his / her nominee(s) / claimant(s) / heir(s) as per his / her grade. In case if the co-member voluntarily forfeits his / her claim of disputed amount / unpaid settled disputed amount in writing then the full Humanitarian Compensation amount prevailing at that time for his / her grade shall be given to the deceased member's nominee(s) / claimant(s) / heir(s).

- I. To claim this benefit the nominee(s) / claimant(s) / heir(s) has / have to submit a copy of the valid up to date WICA Membership Card along with the detailed account of rare and exceptional circumstances in which the valid Permanent Junior / Associate / Active / Senior / Life member had **Untimely / Unfortunate Death**, any documentary proof, the Death Certificate of the deceased valid Permanent Junior / Associate / Active / Senior / Life member, a copy of the Will or an Affidavit stating that the claimant(s) / heir(s) is / are the sole inheritor of the deceased member's assets and properties, in case if no nominee(s) name has / have been submitted earlier in the admission Form or in writing to the WICA's office.

<b>HUMANITARIAN COMPENSATION</b>	<b>REIMBURSEMENT OF FULL ADMISSION FEE PAID AS PER THE GRADE</b>
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f) **THANKS GIVING BENEFIT:**

- a) No valid Permanent Life member shall be entitled for **Thanks Giving Benefit** unless he / she has paid

member of the Association.

To qualify for this benefit the member has to be of **SEVENTY (70) YEARS OF AGE.**

Sr.	MEMBERSHIP GRADES	EXISTING AMT
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at least once **uninterrupted yearly subscription fee for TWENTY (20) YEARS** during the tenure of his / her membership and his / her **yearly subscription fee / dues is / are paid up to date** and he / she does not have any pending financial dispute with any co-member of the Association or has any settled dispute amount to be paid to any Co-member of the Association. In case his / her dues / yearly subscription fee are paid up to date but has a financial dispute with any co-member of the Association / unpaid settled dispute amount, in that case Dispute Committee and Managing Committee may settle the dispute expediently by paying the final amount finalised by the Dispute Committee and Managing Committee / unpaid settled dispute amount to the co-member of the Association out of Life Member's Thanks Giving Benefit amount prevailing at that time and rest of the amount shall be paid to the Life Member as full and final payment of his / her Thanks Giving Benefit.

- I. In case the valid Permanent Life member accepts the **Thanks Giving Benefit** in the year he has become eligible and offered, then he / she will not be eligible for the **After Life Compensation**. The valid Permanent Life member can claim either Thanks Giving Benefit or After Life Compensation; no Life member is eligible for both of these benefits but is eligible for other benefits such as Medical Aid etc. and any other benefit offered during any natural / manmade calamity.
- II. In case the Life Member wishes to donate his / her Thanks Giving Benefit / After Life Compensation amount during his / her life time or after his / her demise, a 'Letter of Donation' shall be obtained from the Life Member to donate the Thanks Giving Benefit and from the Life Member / Nominee(s) / Heir(s) / Claimant(s) to donate the After Life Compensation and prevailing amount shall be transferred to a separate corpus fund specially created for such donations or any other kind of funds received and it would be used as per the wishes of the Life Member / Nominee(s) / Heir(s) / Claimant(s) or / and for such exceptional deserving cases of valid Permanent Junior / Associate / Active / Senior / Life members who do not qualify the criteria of WICA's byelaws to avail any other benefits stipulated for the valid Permanent Junior / Associate / Active / Senior / Life members or / and for helping during the natural / manmade calamities or / and for any other public service activity undertaken by the Managing Committee.
- III. Any valid Permanent Life member, who has paid **un-interrupted yearly subscription fee of at least once for TWENTY (20) YEARS** at a stretch during the period of his / her Permanent membership and provided that his / her **yearly subscription fee / dues is / are paid up to date** till he / she has attained the age of **Seventy (70) Years** will be given the **Thanks Giving Benefit amount prevailing at that time along with the revered WICA trophy / memento**. In case the valid Permanent Life member does not accept the **Thanks Giving Benefit** in the year he / she has become eligible and offered, then he / she will be eligible for the **After Life Compensation** but he / she cannot claim the **Thanks Giving Benefit** in between once not accepted. He / she will have to submit a 'Letter of Request / Claim' to avail the **After Life Compensation** instead of **Thanks Giving Benefit** by submitting the name(s) of his / her nominee(s).

IV.

- I. To qualify for **Thanks Giving Benefit** the member has to be of **SEVENTY (70) YEARS OF AGE.**

**THE ELIGIBLE THANKS GIVING\_BENEFIT AMOUNT** shall be as given below:

1.	Active Grade	`150,000.00
2.	Associate Grade	`100,000.00
3.	Junior Grade	`80,000.00
4.	Attendant Grade	`70,000.00

**CONDITIONS:**

- [a] Any existing member of the Association who is in **arrears of his/her subscription / Back Log Fee / Dues** and/or has any dispute amount to be paid to any Co-member of the Association, shall not be entitled to any kind of benefits, until all his/her arrears and dispute amounts have been paid in full and he/she will not be eligible for any benefits for the number of years he/she had been the defaulter.
- [b] To be eligible for the **Death Compensation** the deceased member must have his/her **un-interrupted membership** for at least **Twenty (20) Years**. Only those members who have paid their uninterrupted subscription for **Twenty (20) Years** will be considered for the Death Compensation. The condition of **uninterrupted subscription for Twenty (20) Years** will not apply in case of an **Untimely Death** by Accident during the shoot on the set or outdoor location but his/her **Dues / Subscription are paid up to date**. The claimant has to submit a copy of the valid up to date WICA Membership Card along with a copy of Death Certificate of the deceased member, a copy of the Will or an Undertaking in writing that the Claimant is the sole inheritor of the deceased member. Death Compensation amount will be disbursed by WICA directly to the member's Nominee(s) whose name has been given by the Deceased Member in his/her Admission Form or to the inheritor.
- [c] To be eligible for the **Humanitarian Compensation** the members' death has to be an **Untimely Death in a rare exceptional circumstance**, which is subject to the acceptance & approval of the Managing Committee. The condition of **uninterrupted subscription for Twenty (20) Years** will not apply in such cases of Death but his/her **Dues / Subscription is paid up to date**. The claimant has to submit a copy of the valid up to date WICA Membership Card along with any documentary proof and the detailed account of circumstances in which the member had **Untimely Death**, a copy of the Death Certificate of the deceased member, a copy of the Will or an Undertaking in writing that the Claimant is the sole inheritor of the deceased member. Humanitarian

Sr.	MEMBERSHIP GRADES	20 YRS UNINTERUPPTED
1.	Active Grade	`160,000.00
2.	Associate Grade	`120,000.00
3.	Junior Grade	`100,000.00

To claim the Thanks Giving Benefit a valid Permanent Life Member will have to submit a copy of the valid up to date WICA Membership Card along with a proof of date of birth.

- While calculating the eligibility of any member for the uninterrupted subscription fee paid, the Welfare Committee must consider and keep in mind certain facts that WICA does not have membership records from the year of its inception till 1977, so any present valid permanent member who was enrolled in WICA before the year 1977, his / her yearly subscription fee will be treated as uninterrupted till the year 1977.
- WICA used to accept yearly subscription fee during the whole year till the year 2016, so the gaps of less than Twelve (12) months till the year 2016 shall also be treated as uninterrupted.
- From the year 2016 onwards all the permanent members are supposed to pay their yearly subscription fee between Jan. and March every year. Any member who has paid his / her yearly subscription fee in April onwards after 2016, his / her membership will be treated as interrupted.
- WICA had refused to accept the subscription fee from Senior members & from certain other members who had filed the court cases in the year 2018 against WICA and Life Members were made non-members. All those members were accepted back and were made valid members in the year 2023 as per the mediation terms mutually agreed and such order passed by the Industrial Court. Their membership will also be treated as uninterrupted from the year 2018 to 2023.
- The members after attaining the age of Seventy (70) years are not supposed to pay any subscription and they remain valid members till their lifetime.

**CONDITIONS:**

- I. No Welfare Benefit shall be given to any Permanent Junior / Associate / Active / Senior / Life Member who has not paid his / her yearly subscription fee for the last Fifteen (15) months and no one shall be given any benefit just after clearing his / her arrears just to claim any benefit. One will have to wait for the same time frame he / she has defaulted in paying his / her dues to claim any benefit.
- II. Any valid Permanent Junior / Associate / Active / Senior / Life member of the Association who is in **arrears of his / her yearly subscription fee / Back Log Fee / Dues** or he / she has any pending financial dispute with any co-member of the Association or has any **already settled** dispute amount to be paid to any Co-member of the Association, shall not be entitled to any kind of benefits, until all his / her arrears and **settled** dispute amounts have been paid in full and he / she will not be eligible **in future** for any benefits for the number of years he / she had been the defaulter of **non payment of arrears / settled dispute amount**.
- III. In case if there are no whereabouts of the **eligible Life Member / Deceased Member's** residential address or contact details in WICA's records **and he / she or his / her nominee(s) is / are not reachable / traceable**, or in the absence of 'Letter of Acceptance' of the Thanks Giving Benefit or in the absence of 'Letter of Request' to avail the **After Life Compensation** instead of **Thanks Giving Benefit** / or in the absence of 'Letter of Donation' to donate the **Thanks Giving Benefit / After Life Compensation**, within the stipulated period of One (1) year from the attaining the age of Seventy (70) years / **demise of the valid Permanent Junior / Associate / Senior / Life member**, the Managing Committee shall have the absolute right to make use of the **Thanks Giving**



<p>Compensation amount will be disbursed by WICA directly to the member's Nominee(s) whose name has been given by the Deceased Member in his/her Admission Form or to the inheritor.</p> <p>(d) In case of no nominee(s), the legal heir according to the Will shall be eligible to receive the Death Compensation or Humanitarian Compensation, provided that, a letter of request and an attested Copy of the Will are submitted to WICA. In case of no Will and/or no Nominee(s), the dependents from the family will have to give in writing an undertaking to WICA that the said dependent is the <b>Sole Inheritor</b> of the deceased member's properties and assets and no other claim whatsoever shall/will be entertained thereafter. In case if there is no name(s) submitted by the member as his/her nominee(s) and no heir(s) claims the Death Compensation within the stipulated period of One (1) year from the date of demise of the permanent member, the Managing Committee shall have the absolute right to make use of the Death Compensation amount whichever way it may deem fit and proper in the interest of WICA members and its decision will be binding on Member's heir(s) and no claim will be entertained hence forth.</p> <p>(e) In case, any member being terminally ill or in any other serious medical condition desires to claim the <b>Death Compensation during his Life Time</b>. The Managing Committee may consider the case and sanction Fifty percent (50%) of the Death Compensation amount prevailing at that time provided his/her <b>Dues / Subscription is paid up to date</b>. After claiming the <b>Death Compensation during his Life Time</b> the member will <b>not</b> be eligible for any other benefits including the <b>Humanitarian Compensation and Retirement Benefit</b>. The Fifty Percent (50%) Compensation paid will be treated as Full and Final Payment of his/her <b>Death Compensation</b>.</p> <p>(f) Any member such as the Camera Attendant / Junior / Associate or Active Member, who has paid <b>un-interrupted subscription</b> of at least <b>Twenty (20) Years</b> at a stretch during the period of his/her permanent membership and provided that his/her <b>Dues / Subscription are paid up to date</b> till he/she has attained the age of <b>Seventy (70) Years</b> will be given the <b>Retirement Benefit</b> amount prevailing at that time along with the <b>Life Membership</b>. In case the member does not accept the <b>Retirement Benefit</b> in the year he has been offered, then he/she will be eligible for the <b>Death Compensation</b> but he/she cannot claim the <b>Retirement Benefit</b> in between. He/she will have to submit a 'Letter of Request' to avail the Death Compensation instead of Retirement Benefit by submitting the name(s) of the nominee(s).</p> <ul style="list-style-type: none"> <li>In case the Life Member wishes to donate his/her Retirement Benefit, a 'Letter of Request' to donate the Death Compensation shall be obtained from the Life Member and amount shall be transferred to WICA benevolent Trust and it would be used as per the wishes of the Life Member or/and for such exceptional deserving cases of members who do not qualify the criteria of WICA's bye-laws to avail any other benefits stipulated for the members or/and for any other public service activities or/and for the Members of any other allied Associations.</li> <li>In case if there are no whereabouts of the Life Member's residential address or contact details in WICA's records, or in the absence of 'Letter of Acceptance' of the Retirement Benefit or in the absence of 'Letter of Request' to avail the Death Compensation instead of Retirement Benefit / or in the absence of 'Letter of Request' to donate the Retirement Benefit, within the stipulated period of One (1) year from the attaining the age of Seventy (70) years, the Managing Committee shall have the absolute right to make use of the Retirement Benefit amount whichever way it may deem fit and proper in the interest of the WICA members and its decision will be binding on the Life Member and his/her nominee(s) or heir(s).</li> <li>In case of any dispute regarding the <b>age and/or un-interrupted subscription and/or up to date fee</b>, the onus to prove the authenticity lies with the member.</li> </ul> <p>(g) To be eligible for <b>KANYADAAN Contribution</b> the member must have his/her <b>un-interrupted membership</b> for at least <b>FIFTEEN (15) YEARS</b> and provided that his/her <b>Dues / Subscription are up to date</b>. Members are eligible to claim <b>Kanyadaan only once</b> and to claim <b>Kanyadaan Contribution</b> the members are supposed to submit a copy of the valid up to date WICA Membership Card along with the Original Wedding Card, a copy of the Receipt of the booking of the Marriage Hall / Wedding Venue. In case if the booking receipt is not available, the member can claim the amount after the solemnisation of the marriage / wedding by submitting a true copy of the Marriage Registration Certificate.</p> <p>(h) To be eligible for the grant of the <b>EDUCATIONAL SCHOLARSHIP</b> the member must have his/her <b>Un-interrupted Membership</b> for at least <b>FIVE (5) YEARS</b> and provided that his/her <b>Dues / Subscription are paid up to date</b>. The Scholarship will be given to any member for <b>maximum of four (4) times</b> in his life time for <b>one child only</b>, once during the four different segments mentioned above in clause 9 (a).</p> <p>(i) Children who have scored more than <b>(60%) Marks</b> will be considered eligible for the Scholarship. To claim the Scholarship Benefits members are supposed to submit a copy of the valid up to date WICA Membership Card</p>	<p>Benefit / <b>After Life Compensation</b> amount whichever way it may deem fit and proper in the interest of the WICA's <b>valid Permanent Junior / Associate / Active / Senior / Life</b> members and its decision will be binding on the <b>Life Member / Deceased Member's nominee(s) or claimant(s) / heir(s)</b>.</p> <p>IV. In case of any dispute regarding the <b>age and / or un-interrupted subscription fee / up to date yearly subscription fee / unpaid dispute amount to co-member</b> the onus to prove the authenticity lies with the <b>valid Permanent Junior / Associate / Active / Senior / Life Member / Deceased Member's nominee(s) or claimant(s) / heir(s)</b>.</p> <p>V. Any amendments in the clause 10, sub clause (d) &amp; (f) regarding the <b>After Life Compensation and Thanks Giving Benefit</b> will be affected retroactively.</p> <p>(a) Notwithstanding the criteria of benefits provided for the <b>valid Permanent Junior / Associate / Active / Senior / Life Members</b>, as per the above-mentioned Clause <b>No.10</b> from sub-clauses. <b>[10-a] to [10-f]</b> following <b>valid Permanent Junior / Associate / Active / Senior / Life Members</b> will not be eligible for any privileges or <b>benefits of the Association</b>:</p> <ol style="list-style-type: none"> <li>Any <b>Valid Permanent Junior / Associate / Active / Senior / Life Member</b> who had refused to follow the diktat given by their Association and / or by the Federation (<b>FWICE</b>).</li> <li>Any <b>Valid Permanent Junior / Associate / Active / Senior / Life Member</b> who had gone on <b>strike</b> against his / her own Association or against the Federation (<b>FWICE</b>).</li> <li>Any <b>Valid Permanent Junior / Associate / Active / Senior / Life Member</b> who had refused to <b>co-operate</b> whenever a non co-operation call or strike call was given by the Managing Committee of <b>WICA and / or by any other craft Association</b> and / or by the Federation (<b>FWICE</b>).</li> <li>Any <b>Valid Permanent Junior / Associate / Active / Senior / Life Member</b> who had been <b>declared guilty</b> by the MC, of damaging the reputation of the Association by getting involved in <b>unlawful activities, impropriety, improbity and corrupt practices</b>.</li> <li>Any <b>Valid Permanent Junior / Associate / Active / Senior / Life Member</b> who has not paid his / her <b>Dues / Yearly Subscription Fee / Late Fee / Settled Dispute Amount</b> due to their Co-Members.</li> </ol> <p>(b) The <b>Claim</b> for the <b>Educational Scholarship / Medical Aid / Kanyadaan Contribution</b> shall be submitted within the deadline period of <b>SIX (6) MONTHS</b> and for the <b>Thanks Giving Benefit, After Life Compensation, Humanitarian Compensation</b> within the deadline period of <b>ONE (1) YEAR</b> and the period of deadline starts from:</p> <ol style="list-style-type: none"> <li>The day the <b>school / board / college / university results</b> were declared. (<b>Educational Scholarship</b>)</li> <li>The day of discharge from the hospital. (<b>Medical Aid</b>)</li> <li>The day of the <b>Registered Court Marriage / Religious Solemnisation of Marriage</b>. (In an exceptional case the day of the booking of the Marriage Hall may be considered but the member will have to submit the copy of the Marriage Registration Certificate within three months from the day of the <b>Religious Solemnisation of Marriage</b>). (<b>Kanyadaan</b>)</li> <li>The day of demise. (<b>After Life Compensation</b>)</li> <li>The day of attaining the age of <b>70. (Seventy) years</b>. (<b>Thanks Giving Benefit</b>)</li> </ol> <p>No claim shall be accepted after the deadline <b>period mentioned hereinabove has elapsed</b>.</p>
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- along with the **Original Mark Sheet / Report Card** of the School along with an Attested Copy of the Report.
- (j) To be eligible for **MEDICAL AID** the member must have his/her **Un-interrupted Membership** for at least **FIVE (5) YEARS** and provided that his/her **Dues / Subscription are paid up to date**. Medical benefit will be given once or can be availed in **maximum of three instances on request** but the total amount shall not exceed the **MEDICAL BENEFIT** amount prevailing at the time of the first claim and amount of second & third claim will depend upon the original Hospital & Medical bills submitted which shall not exceed total applicable Medical Benefit amount for such case.
- (k) To claim Medical Aid the member will have to submit a copy of the valid up to date WICA Membership Card along with Doctor's Prescriptions, Medical Reports, X-ray Reports, Hospital Bills, Medicine Bills and relevant medical papers in Original.
- (l) Notwithstanding the criteria of benefits provided for the members, as per the above-mentioned Clause No.9; from sub-clauses. [9-a] to [9-r] those Members will not be eligible for any privileges or **benefits of the Association**:
- Who refuse to **follow the diktat** given by their Association and/or by the Federation.
  - Who go on **strike** against their own Association or against the Federation.
  - Who **refuse to co-operate** whenever a non co-operation call or strike call is given by the Managing Committee of their Association and/or by the Federation.
  - Who have been **declared guilty** by the MC, of damaging the reputation of the Association by getting involved in unlawful and corrupt practices.
  - Who have not paid their **Dues / Subscription / Late Fee / Settled Dispute Amount** due to their Co-Members.
- (m) Claim for the **Educational Scholarship / Medical Aid / Kanyadaan Contribution** shall be submitted within the deadline period of **SIX (6) MONTHS** and for the **Retirement Benefit and Death Compensation** within the deadline period of **ONE (1) YEAR** and the period of deadline starts from:
- **The day the results were declared.**
  - **The day of discharge from the hospital.**
  - **The day of the Solemnization of Marriage.** (In an exceptional case the day of the booking of the Marriage Hall may be considered but the member will have to submit the copy of the Marriage Registration Certificate within three months from the day of the Solemnization of Marriage.)
  - **The day of demise.**
  - **The day of attaining the age of 70 (Seventy) years.**
- No claim shall be accepted after the deadline of **SIX MONTHS**.

**[11] REGISTER OF MEMBERS:**

The Association shall keep a Register of Member's Records, which will have all the details of all members i.e. their names, their Membership Numbers / Grades, Date of Birth, Enrollment Date, Current Residential Address, Contact Numbers, e-mail Ids, Names of their Nominee(s) s and relevant details. All the members must update their contact details in case of any changes in writing or by e-mail immediately to the WICA Office.

- [a] The Register of Member's Records shall be open for inspection for any WICA Committee Member or for any Office Bearer in WICA Office, during working hours on any weekdays, excluding Sundays and Listed Holidays.
- [b] Any member wishing to upload their recent Professional Bio-data / Portfolio on the WICA Website i.e.,

**[11] REGISTER OF MEMBERS:**

- a) The Association shall keep **records of valid Permanent Apprentice / Junior / Associate / Active / Senior / Life Members, Temporary and Conditional Members in different Registers and on computer**, which will have all the details of all **the valid Permanent Apprentice / Junior / Associate / Active / Senior / Life Members, Temporary and Conditional** members i.e. their names, their Membership Numbers / Grades, **Permanent / Temporary / Conditional**, Date of Birth, Enrollment Date, **Blood Group, Permanent / Temporary Residential Address, Contact Numbers, e-mail Ids, Names of their Nominee(s) and any other relevant details like eligible for voting & benefits or not, any benefits availed etc.** All the **valid Permanent Apprentice / Junior / Associate / Active / Senior / Life / Temporary / Conditional** members must update their contact details in case of any changes in writing or by e-mail immediately to the WICA Office.
- i. **The records of Registered valid Permanent Apprentice / Junior / Associate / Active / Senior / Life / Temporary / Conditional Member's shall be open for inspection for WICA's Managing Committee Members in WICA Office, during working hours on any weekdays, excluding Sundays and Listed Holidays.**

[www.wica.in](http://www.wica.in) will have to fill in the prescribed form which is available in the Association Office.

## [12] OFFICE BEARERS:

The Association shall always have Seven (7) Office Bearers i.e. One President, Two Vice Presidents, One General Secretary, One Treasurer, Two Joint Secretaries and not more than Thirteen (13) Members of the Managing Committee. They shall be duly elected in the elections of WICA Annual General Body Meeting. The election for the posts of 7 Office Bearers and for the posts of 13 Managing Committee Members will be held once in Three Years. It means that the term of the Managing Committee and of the Office Bearers shall be for **THREE YEARS Consecutively**.

## [14] MANAGEMENT OF THE UNION:

- [i] Subject to the provision of Section 21, of the Indian Trade Union Act: 1926, the affairs of the Association, financial and otherwise shall be conducted by the Managing Committee consisting of the seven 7 Office Bearers and not more than the thirteen 13 Elected Committee Members who are elected once in three years at the Annual General Body Meeting of the Association. The same Managing Committee will continue to function until the new Managing Committee is appointed by the AGBM.
- [ii] Any Managing Committee Member, failing to attend **SIX (6)** out of **TWELVE (12)** Meetings or **THREE (3)** consecutive Meetings of the Managing Committee during the current year, shall be Expelled and treated as a Non-Member of the Managing Committee and another suitable member of the Association will be co-opted in his place, the expelled member will not be eligible to contest the elections in the next term. Leave of Absence will be granted to the members for authentic reasons only, whereas the onus is on the member to intimate WICA Office by e-mail or by SMS or by a Written Note or in case of emergency by a Phone Call to WICA Office or to the General Secretary of his/her inability to attend the meeting.
- [iii] Any Sub Committee Member, failing to attend minimum **FOUR (4)** Meetings during the current year shall be requested to resign and another suitable member of the MC will be co-opted in his place in consultation with the President, GS & Convener, the outgoing member will not be eligible to be on any other Sub Committee for at least one year or for the remaining term of the MC whichever is more. Leave of Absence will be granted to the members for authentic reasons only, whereas the onus is on the member to intimate WICA Office by e-mail or by SMS or by a Written Note or by a Phone Call to WICA Office or to the Convener of the Sub Committee of his/her inability to attend the meeting.

- II. Any valid Permanent Apprentice / Junior / Associate / Active / Senior / Life member wishing to upload their recent Professional Bio-data / Portfolio / show reel on the WICA Website i.e., [www.wica.in](http://www.wica.in) will have to fill in the prescribed form which is available in the Association's Office.

## [12] FORMATION OF MANAGING COMMITTEE (OFFICE BEARERS & MC MEMBERS) AND ITS MANAGEMENT:

- a) Before joining the Managing Committee of WICA, prospective office bearers or executive members should consider their reasons, intent and motives for becoming an office bearers or executive member. Aspiring office bearers or executive members must ensure that they are able to attend the required numbers of meetings of the Managing Committee / Sub-Committees as per the Byelaws, devote sufficient time, have interest and commitment to the role in order to be able to assure all the members that they can make a constructive contribution to WICA's management without any personal interest / motive / agenda and should also ensure that they familiarise themselves with the aims, objectives, activities and byelaws of WICA.
  - b) Every member of the Managing Committee should be guided by loyalty, honesty, optimism, initiative, teamwork and enthusiasm for an effective functioning of WICA.
- I. The Managing Committee of the Association shall always have minimum of Fifteen (15) Executive Members. They shall all be duly elected by the process of Election laid out in the clause XX (ELECTION) of these byelaws, by the valid Permanent Junior / Associate / Active / Senior / Life members (excluding apprentice, temporary, expelled, dormant, non-members and honorary life members) of WICA in its Annual General Body Meeting for One (1) term of Three (3) consecutive years. The elected Fifteen (15) Executive Members of the Managing Committee will elect Five (5) Office Bearers i.e. One (1) President, One (1) Vice President, One (1) General Secretary, One (1) Treasurer, One (1) Joint Secretary amongst the elected Executive Members.
  - II. **An Office Bearer** shall be an Associate or Active Member who is suitable, capable, available and who has already served for at least **One (1) term in the past on the Managing Committee of WICA as an Office Bearer or Executive Member** to maintain the continuity, help and guide the new Executive Members about the **working of WICA**, however, in case if there is no one in the newly elected Executive Members who has served any term **in the past on the Managing Committee** or / and in case if there is / are some exceptionally suitable and capable candidate(s) in the newly elected Executive Members, then the newly elected Executive Members may make an informed and well thought decision to elect a perfectly suitable and capable **Executive Members** for the important posts of Office Bearers, such as **President, General Secretary and Treasurer**.
  - III. Any elected Executive Member can propose a name from the elected Executive Members who in his / her opinion is suitable and capable for the particular office bearers' post, proposed name shall be seconded by another elected Executive Member and the final decision shall preferably be taken unanimously or in case if another name(s) has / have been proposed and seconded by other Executive Members then by voting in favour of any one particular name. The voting could be by show of hands or voice vote or secret ballot.
  - IV. In case of cancelation or postponement or delay in conducting the election of WICA for whatever valid reason, the incumbent Managing Committee will continue to function as a caretaker Managing Committee until the new Managing Committee is elected at the delayed or rescheduled or ensuing AGBM / SGBM and takes over the charge officially from the caretaker Managing Committee. The caretaker Managing Committee shall not have the rights to take any policy changing decisions / major financial decisions and shall sanction & expend only day-to-days' expenses required for the functioning of WICA and Welfare Benefits during the extended tenure of its term and until the process of hand over is done to the newly elected Managing Committee.
  - V. The newly elected Managing Committee after the delayed or rescheduled AGBM / SGBM must amend the

election byelaws to have a provision / alternative provision to hold the AGBM / SGBM or election AGBM / SGBM in case of cancellation / postponement / delay in holding the AGBM / SGBM or election AGBM / SGBM due to any unexpected / exceptional circumstances, in case if such a provision is not there in the existing byelaws.

- VI. Subject to the provision of Section 21, of the Indian Trade Union Act: 1926, the control and management of WICA and its financial and otherwise affairs such as administration and enforcement of its rules, regulations and Byelaws shall be entrusted to the whole Managing Committee consisting of Five (5) Office Bearers and Eight (8) Executive Members, which shall also deal with all the permanent and temporary appointments as well as dismissal or suspension of the office staff.
- VII. **The Managing Committee** is fully authorised and can constitute any number of **Sub-Committees** as the need be by passing the resolution to manage its affairs and may delegate to each Sub-Committee such specific powers, responsibilities and duties as it specifies in these byelaws hereinafter and **Sub-Committees** may associate with itself, for any particular purpose, in such manner as may be determined by these byelaws. **Each Sub-Committee** shall have odd number of members such as **5 (Five) or 7 (Seven)** including a Convener and a Deputy Convener depending on the requirement of each Sub-Committee. All the constituted Sub-Committees shall have qualified, capable and like-minded force of committee members and the Managing Committee will govern all the Sub-Committees. The authority of appointing and removal of the Convener and Deputy Convener shall rest with the President and General Secretary. The President and the General Secretary shall always be the Ex-Officio member of all the Sub-Committees.
- VIII. **Any person known as Consultant, Expert or Advisor** in a particular field who may be or may not be a valid Permanent Junior / Associate / Active / Senior / Life / Temporary Member of WICA but whose consultation or advice or expertise or assistance, Managing Committee may desire to avail in the interest of WICA and its valid Permanent and Temporary members; and **the person known as Consultant, Expert or Advisor** associated as aforesaid shall have the right to take part in the discussions of **the Managing Committee or Sub-Committee(s)**, relevant to that purpose as **'Special Invitee'**, but shall not have the right to vote at any meeting thereof on any matter. Any number of Special Invitees may be called depending on the requirement of any agenda point(s) for a particular Managing Committee or Sub-Committee Meeting. All the Special Invitees shall be paid an honorarium / food & travel allowance for his / her services.
- IX. The Managing Committee shall have the right to recommend one or more **Office Bearers / Executive Committee Members** as the representative(s) of WICA in FWICE or as required by any other craft association(s) or any other governmental / non-governmental departments / forum / platform / entities.
- X. The General Secretary and Convener(s) shall create a dedicated google group mailing ID or / and Whatsapp group of the current Managing Committee / Sub-Committee(s) Members and the entire to and fro official communication shall be done through these dedicated google group mailing IDs only. Any official communication done on one-to-one personal mail IDs or Whatsapp at personal level by any Office Bearer / Executive Member / Convener / Member of the Sub-Committee / representative of WICA / special invitee will be construed as violation of these byelaws and appropriate action shall be taken by the Managing Committee against such Office Bearer / Executive Member / Convener / Member of the Sub-Committee / representative of WICA / special invitee.
- XI. The Managing Committee shall make sure that WICA keeps all the required books, complete records of account, confirmed & ratified draft minutes of the proceedings of all the Managing Committee, Sub-Committee(s), AGBMs / SGBMs meetings in minute books and / or on computer and / or on hard drives. The respective draft minutes of the meetings shall be read over to the members of the Managing Committee and Sub-Committee(s) in the ensuing meeting (unless otherwise mentioned in the byelaws) and shall be confirmed & ratified by the Presiding Chairman, General Secretary, Convener and all the attending Office Bearers, Executive Members / Members of Sub-Committees by putting their initials on each page and

## **[16] MANAGING COMMITTEE MEETINGS:**

- [i]** The Managing Committee shall meet once every month, on such days and at such place, which may be fixed by the General Secretary in consultation with the President.
- [ii]** The presence of at least One Third (1/3) members of the Managing Committee shall be necessary to form a quorum in the meeting and no quorum is necessary for the adjourned meeting.
- [iii]** At least Seven (7) days advance notice must be given / sent for the managing committee meetings to all managing committee members.
- [iv]** The managing committee can appoint Sub-Committees and delegate specific powers to them. Each sub-committee shall have One (1) Convener and One (1) Deputy Convener. The authority of appointment / removal of the Convener / Deputy Convener shall rest with the President and GS. The appointed sub-committee shall have a like force of committee members and the Managing Committee will govern all the sub-committees. The President and the General Secretary shall always be the Ex-Officio member of all Sub-Committees.
- [v]** The Managing Committee shall have the right to recommend one or more Office Bearers / Managing Committee members as the representatives of WICA in the Vigilance Committee of FWICE and shall have the right to recommend an Office Bearer / Managing Committee member to contest the election for the post of Office Bearer of FWICE.

signatures on the last page.

- XII. The draft minutes of the AGBM / SGBM shall be approved and ratified in the ensuing AGBM / SGBM by the majority vote of more than Fifty Percent (50%) attending valid Permanent Junior / Associate / Active / Senior / Life Members either by voice vote or by show of hands.
- XIII. In case of an emergency / urgency, the final draft minutes of any official Managing Committee / Sub-Committee meeting sent by email for approval could be confirmed & ratified by replying to the said mail but shall be definitely be physically signed in the ensuing meetings by the attending members who approved, confirmed & ratified it online.

### **(a) MANAGING COMMITTEE MEETINGS AND WORKING**

- 1) The Managing Committee may meet as many times as may be necessary for the conduct of the business of WICA but shall meet mandatorily at least once every month for sure either at the registered office or at any other designated place chosen by the President and General Secretary on such a day, (excluding the listed national / enforced holidays) date and time to discuss all important matters scheduled in the agenda and preferably decide everything by consensus if possible, otherwise by majority vote of more than 50% if the subject matter qualifies for voting, treating each member as equal. But the Presiding Chairman shall not vote. In case of a tie in voting, the Presiding Chairman shall have a casting vote only, that is, second vote.
- 2) The Managing Committee in whole shall take all the decisions collectively in the meetings held by inviting all the Managing Committee Members including all the Office Bearers and Executive Members. No exclusive Office Bearers' meeting shall be held separately without inviting the other Executive Members of the MC.
- 3) The Managing Committee must take major decisions pertaining to any Co-options, policy-making decisions, financial implications etc. only by including such matter(s) in the agenda. Such major decisions shall not be made 'in any other matter' with the permission of the chair.
- 4) The Managing Committee of WICA may conduct its day-to-days' business by convening in-person / in-person cum online, an Ordinary / Special / Emergency meetings and / or exclusive online Ordinary / Special / Emergency e-Meetings, all these meetings must be convened with pre-circulated agenda (Except Emergency / Emergency e-Meeting) sent as soft copy to all the Office Bearers, Executive Members and Special Invitee(s) (if any) through google group e-mail id created for MC members and / or Whatsapp group, in case of an in-person / in-person cum online Ordinary / exclusive online Ordinary e-Meeting, a notice of minimum Seven (7) clear days in advance is required, in case of an in-person / in-person cum online Special / exclusive online Special e-Meeting may be convened at such short notice which is less than Seven (7) days, however, an in-person / in-person cum online Emergency Meeting / exclusive online Emergency e-Meeting may be convened at a shorter notice of 24 hours for transacting any business considered to be of urgent nature by the President or the General Secretary with or without the pre-circulated agenda and notice shall expressly state this.
- 5) An in-person / in-person cum online Special meeting / exclusive online Special e-Meeting hereinafter referred to as, shall have only one point pre-circulated agenda. The agenda shall be pre-circulated through google group e-mail id and / or Whatsapp group sent to all the Office Bearers, Executive Members and Special Invitee(s) (if any).
- 6) Any legal, critical, financial or serious matter of an urgent nature arising under exceptional circumstances where the Managing Committee of WICA has to approve a MOU urgently or to take an urgent action or make an urgent decision or sanction an urgent disbursement or approve & pass any resolution urgently, the President or the General Secretary may call an exclusive online Emergency e-Meeting by e-mailing the one point agenda (soft copy only) through google group e-mail id and / or Whatsapp group to all the Office Bearers, Executive Members and Special Invitee(s) (if any) and act accordingly provided that majority of the



attending Office Bearers and Executive Members of the Managing Committee and Special Invitee(s) respond by e-mail in favour of the proposed one point agenda so pre-circulated.

- 7) Such MOU approved & passed / decision made / action taken / disbursement sanctioned / resolution duly proposed & passed in any of the exclusive online e-Meeting or Emergency e-Meeting shall be as valid and effectual as a MOU approved & passed / decision made / action taken / disbursement sanctioned / resolution duly proposed & passed at an in-person / in-person cum online Ordinary meeting of the Managing Committee. The following matters shall not be decided through a resolution passed in an exclusive online e-Meeting or Emergency e-Meeting but only in an in-person / in-person cum online Ordinary / Special / Emergency meeting:
  - I. Co-option of new Office Bearers and Executive Members;
  - II. Expelling of any Office Bearers and Executive Members;
  - III. Increasing the number of Office Bearers and Executive Members;
  - IV. Amendment of the objectives of WICA;
  - V. Amendments of the Byelaws;
  - VI. Dissolution of WICA;
- 8) All efforts shall be made by the Chairman / Presiding Chairman and General Secretary to avoid autocratic tendencies. The Chairman / Presiding Chairman shall follow the democratic process of discussion and listen and hear the views of all the members present and if need be put the contentious divided matter to vote.
- 9) The Chairman / Presiding Chairman and / or any other Office Bearer or Executive Member must record his / her dissent in case in his / her view any wrong MOU is being approved & passed / decision is being made / action taken, disbursement sanctioned, resolutions proposed and passed by the majority of more than Fifty Percent (50%) of the members present.
- 10) The Managing Committee may form as many Sub-Committee(s) as needed from time to time to serve the purpose of WICA's administration and for efficient formulation and effective implementation of a specific project / event / assignment undertaken and shall appoint the members for such Sub-Committee(s) from the Managing Committee as and when it deems appropriate with such Byelaws. The Managing Committee shall appoint capable, suitable, available and like minded Executive Members for specific Sub-Committee with specific powers, duties and responsibilities as it shall designate, except that no Sub-Committee shall have power to do any of the things that are prohibited from doing under the law of the land or by these Byelaws.
- 11) The Managing Committee must approve the initial and any revised budget in case if there is any increase / decrease thereof in the pre-approved initial budget due to some unforeseen circumstances / any new developments of any project / event / assignment WICA has taken up to achieve the aims and objectives of WICA.
- 12) All the Sub-Committees so constituted shall work under the control and supervision of the Managing Committee within the framework of the Byelaws and shall be answerable to the Managing Committee.
- 13) Each Sub-Committee shall have 1 (One) Convener and 1 (One) Deputy Convener of good standing. The authority of appointing and removal of the Convener / Deputy Convener shall rest jointly with the President and General Secretary of the Managing Committee.
- 14) President and General Secretary will always be the ex-officio member of any such Sub-Committee(s) constituted.
- 15) The Managing Committee may alter, revamp or discontinue any Sub-Committee(s) whenever it may think appropriate with or without cause in the best interest of WICA and its Permanent / Temporary Members.
- 16) The President and General Secretary shall have general responsibility for the supervision and direction of all the policies, activities and affairs of WICA and shall have general and active control thereof.

- 17) The President shall always be the presiding Chairman when present at the meetings of the Managing Committee. The Presiding Chairman shall have the power to allow inclusion of any other matter(s) except any major policy / financial / administrative matters in the agenda for the discussion at the end of the course of proceedings of any Ordinary, Special, Emergency and e-Meeting of the Managing Committee depending on the time available, urgency of the matter and requirement of any specific member(s) / expert / advisor / consultant's presence / opinion.
- 18) The Chairman / Presiding Chairman and General Secretary shall see to it that all the Office Bearers and Executive Members maintain a social decorum during all the Managing Committee meetings by deciding who may speak and when; follow the unwritten rules of organisational culture & acceptable behavioral norms; shall implement and enforce all orders, MOUs signed, decisions made, actions taken, disbursements sanctioned, resolutions proposed and passed by the Managing Committee and make sure they are carried into effect according to the provisions of these Byelaws and of any other statutory provisions unless otherwise stated in these Byelaws as mentioned hereinabove; do and perform such other duties and responsibilities and may exercise such other powers as are usually incident to the office / Chairman / Presiding Chairman and General Secretary or as from time to time may be assigned by these Byelaws or by the AGBM / SGBM or by the Managing Committee except as otherwise provided by statute.
- 19) The Chairman / Presiding Chairman and the General Secretary are suppose to ensure that the attending members of the Managing Committee address directly to the Chair, stick to the agenda without getting sidetracked, maintain decorum, prohibit cross talking, order is maintained, members are polite & show respect to each other and everyone follows the written or unwritten rules of conducting a civilized meeting.
- 20) The President and General Secretary from time to time may invite any Permanent Junior / Associate / Active / Senior / Life / Temporary member(s) or any other person(s) having certain expertise, experience and knowledge, who presumably is / are able to contribute in the management of WICA or is / are willing to undertake special task(s) in the capacity of an expert(s) / advisor(s) / consultant(s) to attain the aims, objectives and purpose of WICA. He / she may attend the meeting(s) whenever invited as 'Special Invitee' but will be a non-voting member at such meetings.
- 21) The President shall perform such other duties as may be required by the law of the land or as may be prescribed or required from time to time by the Managing Committee or these Byelaws.
- 22) The President shall turn over all the official documents, records of any pending works and issues in his / her personal / official possession to the succeeding General Secretary at the end of his / her term or to the Managing Committee / WICA office whenever he / she resigns or is suspended or expelled.
- 23) In the absence of the President, due to his / her ill health or being out of the station or professionally busy schedule or for any other valid reason, the Vice President shall act as Presiding Chairman on President's behalf in the Managing Committee Meeting(s) or otherwise and in case if the Vice President is also not present in any of the Managing Committee Meeting, then the quorum of members present shall have the power to elect a Presiding Chairman from the Office Bearers / Executive Members present thereat to chair & conduct the said meeting only.
- 24) The Vice President or designated Office Bearer / Executive Member who is acting as a Presiding Chairman at a meeting shall perform all the duties as Presiding Chairman pro-tem, when so acting, the Vice President or designated Presiding Chairman shall have all the powers of, and be subject to all the restrictions imposed upon the Presiding Chairman in these Byelaws and he / she will have a casting vote only, that is, second vote.
- 25) In the absence of the General Secretary, due to his / her ill health or being out of the station or professionally busy schedule or for any other valid reason, the Jt. Secretary shall act as Presiding General Secretary on General Secretary's behalf in the Managing Committee Meeting(s) or otherwise and in case if the Jt. Secretary is also not present in any of the Managing Committee Meeting, then the quorum of members

present shall have the power to elect a Presiding General Secretary from the Office Bearer / Executive Members present thereat to conduct the said meeting only.

- 26) The Jt. Secretary or designated Office Bearer / Executive Member who is acting as a Presiding General Secretary at a Managing Committee meeting shall perform all the duties as Presiding General Secretary pro-tem, when so acting, the Jt. Secretary or designated Presiding General Secretary shall have all the powers of, and be subject to all the restrictions imposed upon the Presiding General Secretary in these Byelaws.
- 27) The General Secretary shall also maintain a record Book of current Managing Committee Members containing names, designations, mobile & whatsapp numbers, postal addresses, email ids of the current Office Bearers and Executive Members; the date & year on which he / she was elected / co-opted as Office Bearer / Executive Member of the Managing Committee of WICA; the date & year on which his / her resignation / suspension / expulsion was effected and upon which date & year his / her official Executive Membership ceases.
- 28) The General Secretary shall be the custodian of WICA and shall look after its day-to-days' work. It shall be the responsibility of the General Secretary to send notices of scheduled Managing Committee meetings / AGBM / SGBM by email through google group mail id / whatsapp group / post / courier but it shall be the responsibility of every Office Bearer / Executive Member and Permanent Junior / Associate / Active / Senior / Life Member to update his / her e-mail id, mobile or whatsapp numbers and residential address whenever there is any change in such information already submitted to the WICA office earlier. No complaints regarding, not receiving any communication from WICA will be entertained from any Office Bearer / Executive Member and Permanent Junior / Associate / Active / Senior / Life Member who has not updated his / her new contact information and notice sent by means mentioned in the byelaws hereinabove, to the e-mail id or phone or any other mode of communication on record in the file with WICA office shall constitute notification.
- 29) If the General Secretary or Office Secretary has sent a notice to all the Office Bearers, Executive Members and valid Permanent Junior / Associate / Active / Senior / Life Members in good faith and intention, the Meeting and its business will not be invalidated simply because one or more Office Bearer(s), Executive Member(s) and valid Permanent Junior / Associate / Active / Senior / Life Member(s) did not receive the notice due to some technical or human or typo error.
- 30) The General Secretary shall maintain the roll roster of Office Bearers and Executive Members of the Managing Committee / Conveners and Members of the Sub-Committees who have attended the Managing Committee / Sub-Committees Meetings and record accurate minutes of the proceedings of all the in-person / in-person cum online and exclusive online Ordinary / Special / Emergency / e-Meetings / Emergency e-Meetings / Annual / Special General Body meetings of WICA and of Sub-Committee(s) meetings in the dedicated bound Minute Books specially assigned and kept for this purpose. The first drafted minutes of any of the Managing Committee / Sub-Committee meetings shall be subject to correction but only by the Office Bearers / Executive Members of the Managing Committee and Convener / Members of the Sub-Committees who had attended the said meeting. The first drafted minutes of any of the Managing Committee / Sub-Committee meetings shall be sent to all the Office Bearers, Executive Members of the Managing Committee, Conveners and Members of the Sub-Committees within 15 (Fifteen) days after the meeting by e-mail through the google group mailing id, to be authenticated / corrected by the attending Office Bearers / Executive Members of the Managing Committee and Conveners / Members of the Sub-Committees. The authenticated minutes of the proceedings of every Managing Committee and Sub-Committee meeting shall be read, confirmed, approved and ratified after the correction suggested (if any) by the attending members in the ensuing Managing Committee and Sub-Committee meeting and after being signed by the Presiding Chairman / General Secretary / Office Bearers, Executive Members of the Managing Committee and Convener / Members of the Sub-Committees who were present in such meetings shall be pasted in the Attendance cum minute Book and saved on the office computer / hard drive after scanning, when so entered

and signed shall be conclusive evidence of the business and other matters transacted at such Managing Committee and Sub-Committee meetings. Once the minutes are formally approved, ratified & signed by the attending Managing Committee / Sub-Committee members no changes whatsoever shall be allowed.

- 31) The General Secretary shall maintain the attendance roll roster of the Office Bearers / Executive Members of the Managing Committee and record accurate minutes of the proceedings of all the Managing Committee Meetings. The General Secretary shall also maintain the attendance roll roster of all the valid Permanent Junior / Associate / Active / Senior / Life Members who have attended the AGBM / SGBM and record accurate minutes of the proceedings of the AGBM / SGBM. It shall be incumbent upon him / her to get these minutes approved in the first Managing Committee Meeting of the next year, the approved minutes of the said AGBM / SGBM shall be sent to all the Office Bearers / Executive Members of the Managing Committee and the Permanent Junior / Associate / Active / Senior / Life Members before the ensuing AGBM / SGBM for ratification. After the ratification at the AGBM / SGBM the minutes shall be pasted in the bound dedicated Attendance cum minute Book specially assigned for this purpose and shall be saved on the office computer / hard drive and uploaded on the website.
- 32) The General Secretary / Office Secretary / Accountant shall make sure that all the valid Permanent Junior / Associate / Active / Senior / Renewable Temporary Members are sent reminders by e-mail / informed on the phone / through whatsapp messages to pay their annual subscription within the stipulated period mentioned hereinabove.
- 33) It is up to the General Secretary to formally call the Managing Committee / AGBM / SGBM meeting to a close.
- 34) In order to maintain 'Tax Exempt' status, the General Secretary shall comply and submit all the required documents to the relevant government departments / authorities.
- 35) The General Secretary shall perform such other duties as may be required by the law of the land or as may be prescribed or required from time to time by the Managing Committee or these Byelaws.
- 36) The General Secretary shall turn over all the official documents, records of any pending works, issues and accounts in his / her personal / official possession to the succeeding General Secretary at the end of his / her term or to the Managing Committee / WICA office whenever he / she resigns or is suspended or expelled.
- 37) The Treasurer shall have the charge and custody of and be responsible for all the properties, funds and securities of WICA; shall duly maintain true, complete, clear and accurate accounts of all receipts and disbursements of any funds of WICA; maintain an inventory of assets and records of liabilities of WICA; shall maintain a register for all movable and immovable properties; deposit all money(s) and other securities in such bank(s) and / or such depositories as may be designated by the Managing Committee prescribed under the law of the land and these byelaws; disburse the funds of WICA as ordered by the Managing Committee or by the President or General Secretary by taking proper sales, payments and receipts vouchers for all the transactions and disbursements; keep pass books, pay-in slips and unused cheques in safe custody; maintain records of the Fixed Deposits, cheques issued and deposited in the bank(s) in a register / computer; and prepare all statements and reports required by the Registrar of the Trade Union, GST Commissioner and Income Tax Dept. or by the Managing Committee; the Treasurer shall render to the Managing Committee before the Annual General Body meeting of WICA or when the Managing Committee so requires, an account of all of his / her financial transactions as Treasurer, the current financial condition of WICA. The Treasurer shall have such duties and responsibilities and may exercise such other powers as are usually incident to the office / Treasurer or as from time to time may be assigned by the Managing Committee or by the President or General Secretary or as may be provided in these Byelaws.
- 38) The Treasurer shall make sure that no cheque(s) are issued and signed without the payee's names on it or is / are issued as 'Self' payee by the signatories and all the cheque(s) issued shall have a proper approved invoice / Bill / voucher signed by the President or General Secretary or Treasurer attached with it.

- 39) The treasurer shall ensure any cheque(s) issued to anyone, apart from the regular salaries or daily office expenses, is / are approved by the A & A Committee.
- 40) The Treasurer shall ensure that daily expense & receipt sheet is sent to all the Managing Committee Members on a daily basis.
- 41) The Treasurer shall present to the Managing Committee in every monthly meeting, the statement of receipts and expenditure incurred in the period between the last monthly meeting and current monthly meeting and any other pending bills for approval.
- 42) The Treasurer shall maintain adequate books for WICA according to accepted accounting practices and shall assist in getting the accounts complete and audited by the appointed auditor and in addition execute and file any statements or returns incidental to central, federal or local taxation within the stipulated period.
- 43) The Treasurer shall bring to the notice of the Managing Committee, of all cases of irregular, illegal or improper expenditure or failure or omission to recover money(s) or other property(s) belonging to WICA or of loss, or waste of money(s) or other property(s) thereof, and whether such expenditure, failure, omission, loss or waste was caused in consequence of breach of trust or misapplication or misdoing or misappropriation or any other misconduct on the part of any of the Office Bearer or Executive Member or Convener or Member of the Sub-Committee or Representative of WICA or any other staff member while in the management of WICA.
- 44) The Treasurer shall make sure that all projects / events / assignments / workshops / demos undertaken by WICA must clearly define the objectives, goals, costs and receivables and he / she must make sure all expenditures / incomes must be incurred / accrued within the proposed and agreed time & budget.
- 45) The Treasurer shall perform such other duties as may be required by the law of the land or as may be prescribed or required from time to time by the Managing Committee or these Byelaws.
- 46) The treasurer shall turn over all the official documents, records of any pending payments and accounts in his / her personal / official possession to the succeeding Treasurer at the end of his / her term or to the Managing Committee or WICA office or General Secretary whenever he / she resigns or is suspended or expelled.
- 47) Each Convener shall carry out his / her Sub-Committee duties / activities as per established Byelaws and approved goals, maintain proper accounts, record accurate minutes of the proceedings of all the Sub-Committee meetings in the attendance cum minute book, keep timeline records of all the activities undertaken by the said Sub-Committee.
- 48) The Convener and the Members of the Sub-Committee constituted for a particular project / event / assignment / workshop / demo / activity by the Managing Committee should monitor the project / event / assignment / workshop / demo / activity and its current status shall be reported by the Convener to the Treasurer periodically till it gets completed and Treasurer shall submit a final financial report of the completed project / event / assignment / workshop / demo / activity to the Managing Committee for internal assessment and for the office records.
- 49) The Convener of the Sub-Committee shall turn over all the official documents and record of accounts in his / her personal / official possession to the Managing Committee or WICA office or succeeding Convener or General Secretary at the end of his / her term or whenever his / her Sub-Committee is dismantled or he / she resigns or is suspended or expelled.
- 50) Any Executive Member appointed to a Sub-Committee may be removed anytime by the Managing Committee, on the advice / recommendation of the Convener of the said Sub-Committee, whenever, in Convener's judgment, the best interest of WICA will be served thereby.
- 51) Whenever there is a vacancy in any Sub-Committee due to resignation or forced resignation or expulsion or removal or for any other reason mentioned hereinabove, the Managing Committee shall appoint another Executive Member to such Sub-Committee as expediently as it could be.
- 52) The all of the office staff is responsible and answerable to the Managing Committee and Convener of the A & A Committee particularly.



**[23] THE GENERAL BODY MEETING:**

The Annual General Body Meeting of all the members of the Association shall be held in the months of June / July to transact all official business of the house. In no case the General Body Meeting of the Association should be postponed beyond the month of August, except for some very specific and authentic reason only and during the meeting session the following business shall be transacted:

- 53) The resignation of any office staff member shall be tendered in writing to the President or General Secretary with a notice of 1 (One) month and shall be effective as of the date stated in the resignation letter.
- 54) Any staff member may be removed during his / her term by the recommendation of Accounts & Administrative Committee whenever, in its judgment, his / her removal would serve the best interests of WICA thereby. Such removal shall terminate all authority of the staff member, except that any rights to compensation and other perquisites shall depend on the terms and conditions of the staff member's employment agreement and the circumstances of his / her removal.
- 55) The Managing Committee may make provision for continuance of any staff member only for a reasonable period with a reasonable portion of the salary who may become disabled or for any other valid reason during the term of his / her employment.
- 56) As WICA doesn't have minimum of 10 (Ten) or more employees, so no employee will be paid any gratuity or provident fund or pension.
- 57) There shall not be a monetary yearly bonus provided to any of the staff members based on his / her salary but MC may decide and provide occasional gifts on the occasion of Diwali / Eid / X-Mas for the staff members.
- 58) The Managing Committee may sanction loan without any interest to the tune of 50% of a staff member's salary but only on some genuine reasonable grounds,. The loan amount shall be deducted @ 10% (Ten Percent) of the loan amount sanctioned from next month onward from his / her monthly salary.

**Please Note: No food & conveyance allowance / honorarium shall be paid to the Office Bearers / Executive Members / Conveners / Members of the Sub-Committees / Special Invitee(s) for the exclusive online e-Meetings / Emergency e-Meetings and for attending any other unofficial job of the voluntary nature.**

**No Office Bearer or Executive Member of the Managing Committee or Convener or Member of the Sub-Committee will take any arbitrary decision that will affect the interests of WICA and its valid Permanent Junior / Associate / Active / Senior / Life Members.**

**(b) SUB-COMMITTEE MEETINGS**

- 1) All the Conveners shall create a dedicated google group e-mail ID or / and Whatsapp group of their current Sub-Committee Members and the entire to and fro official communication shall be done through these google group e-mail IDs or / and Whatsapp group only. Any official communication done on one-to-one personal mail ids or at personal level on Whatsapp will be construed as violation of these byelaws and appropriate action shall be taken against such Convener / Member of the Sub-Committee by the Managing Committee.
- 2) The Sub-Committee meetings must be convened in-person / in-person cum online / exclusive online e-Meeting on such day, at such time and at such place suitable to all, which may be fixed by the Convener of such Sub-Committee and it shall have minimum of Three (3) clear days prior notice sent along with the agenda to all the Sub-Committee Members and Special Invitee(s) (if any) by e-mail through google group mailing id or Whatsapp group, however; an Emergency meeting / Emergency e-Meeting may be convened at a shorter notice of 24 hours for transacting any business considered to be of urgent nature by the Convener with or without the pre-circulated agenda. The presence of at least 3 (Three), Members of the Sub-Committee, shall be necessary to form a quorum in the Sub-Committee meetings for transacting any business and no quorum is necessary for the adjourned meeting for 30 (Thirty) Minutes.

**(c) ANNUAL / SPECIAL GENERAL BODY MEETINGS (AGBM / SGBM)**

- 1) An Annual General Body Meeting generally can be called with a **30 (Thirty) days** notice prior to the date of AGBM and in case of any unavoidable / exceptional circumstance **at least 15 (Fifteen) Days** notice

prior to the date of AGBM shall be given to all the valid Permanent Junior / Associate / Active / Senior / Life Members of WICA.

- 2) The Annual General Body Meeting (AGBM) of all the valid Permanent Junior / Associate / Active / Senior / Life Members of WICA shall be convened during the month of March to transact all official business of WICA. In no case the Annual General Body Meeting of WICA should be postponed beyond the month of April, except for any exceptional and unavoidable circumstances or for some very specific and authentic reason only and General Secretary shall inform the Registrar of such delay or postponement
- 3) The Annual General Body Meeting (AGBM) shall be convened 'in-person' only, in each year on such a convenient day when maximum valid Permanent Junior / Associate / Active / Senior / Life Members could attend the AGBM at such time and place determined by the Managing Committee and communicated to all the Office Bearers, Executive Members, valid Permanent Junior / Associate / Active / Senior / Life Members except Apprentice / Expelled / Dormant / Non Members not less than 30 (Thirty) clear days in advance unless otherwise mentioned in these byelaws and notice shall specify the title, serial number, day, date, time and place of the meeting along with serial wise agenda. The notice for the AGBM / SGBM shall be posted on website and sent by e-mail through the google group mailing id / post / courier to all the valid Permanent Junior / Associate / Active / Senior / Life Members to their e-mail IDs / addresses registered / updated in the books of WICA and it must necessarily maintain proof of dispatch.
- 4) WICA must keep records of all the valid Permanent Junior / Associate / Active / Senior / Life Members who attended the AGBM / SGBM.
- 5) The President on his own and / or on the recommendation / demand of at least **1/3<sup>rd</sup> (One-third)** majority of the total strength of the valid Permanent Junior / Associate / Active / Senior / Life Members has / have the power to call for a Special General Body Meeting (SGBM) of WICA by sending the requisition for the same to the President. The President has to call the SGBM within **21 (Twenty one) days** on the receipt of the said requisition.
- 6) A Special General Body Meeting (SGBM) shall have only a one point specific agenda for which the Special General Body Meeting has been called for.
- 7) The Special General Body Meeting (SGBM) of WICA shall be convened 'In-person' only, on such a convenient day when maximum valid Permanent Junior / Associate / Active / Senior / Life Members could attend the SGBM at such time and place determined by the President / Managing Committee and notice shall be sent to all the Office Bearers, Executive Members and valid Permanent Junior / Associate / Active / Senior / Life Members, except Apprentice / Expelled / Dormant / Non Members not less than 15 (Fifteen) clear days in advance and notice shall specify the title, serial number, day, date, time and place of the meeting along with the single point specific agenda. The notice shall be posted on website and sent through e-mail to the google group mailing id / post / courier to the e-mail IDs / addresses of all the valid Permanent Junior / Associate / Active / Senior / Life Members registered / updated in the books of WICA and it must necessarily maintain proof of dispatch.
- 8) At Special General Body Meeting (SGBM), the Managing Committee shall transact the pre-circulated single point specific agenda and any other businesses as may properly come before the SGBM with the permission of the Chair.
- 9) An Annual General Body Meeting (AGBM) and Special General Body Meeting (SGBM) shall have a quorum of **1/3<sup>rd</sup> (One-third)** valid Permanent Junior / Associate / Active / Senior / Life Members present at the meeting. No Quorum is necessary for the adjourned meeting for 30 (Thirty) minutes.
- 10) Chairman shall announce at the beginning of the Annual General Body / Special General Body Meeting:

"I confirm that we have a quorum and I declare the AGBM / SGBM of WICA properly constituted."

- (a) To Consider and if approved, to adopt the Managing Committee Report of the work done by the Association and to present it to the members of the General Body including the complete audited statement of accounts of the Association for the year / term.
- (b) To elect the Office Bearers and the Members of the Managing Committee for the full term of **THREE (3) YEARS**.
- (c) Transact all the matters as listed in the Agenda and any other such matter that may be raised in the meeting with the Permission of the Chair.
- (d) To Elect the Internal Auditors for the ensuing year from amongst the Members of the Association.
- (e) The Election process of the Office Bearers and the Committee Members shall be by Ballot Paper or Govt. Approved Electronic Voting Machine and e-mail voting (as per the clause 13) only and it shall be held under the strict supervision of the Returning Officers (Scrutiny Committee) appointed by the Managing Committee. The Returning Officers (Scrutiny Committee) shall exhibit the names of all the eligible candidates on the Office Notice Board of the Association. Sufficient time between submission and withdrawal of his/her nomination forms shall be given to the members, so as to hear any appeal from the rejected candidates. After the nomination withdrawal date, the final list of candidates shall be exhibited on the Office Notice Board. All those members who have been members for at least one full year and do not any unpaid amounts pending of the settled dispute cases with the fellow members and have their yearly subscription and dues up to date shall have the **Voting Rights**.
- (f) All subscription / dues should be paid up and cleared at least Fifteen (15) Days Prior to the **Election AGM**. No subscriptions fees / dues will be accepted on the **AGM Election Day**.
- (g) The Election of the Office Bearers and of the Members of the Managing Committee will be held once in every **THREE (3) YEARS**, that means, that the Full Tenure of the WICA Office Bearers and of WICA Managing Committee Members shall be for Three (3) Years **Consecutively**.
- (h) The President having the Discretionary Powers can call a Special General Body Meeting of the Association, whenever he may think necessary and for the meeting, he should give a notice of not less than ten (10) days prior to all the members of the Association.
- (i) A Special General Body Meeting can be called by having at least One Fifth (1/5<sup>TH</sup>) Majority of the total strength of

And it shall be recorded in the attendance cum minute book.

- 8) Should the day herein fixed for the AGBM / SGBM falls upon an enforced holiday declared after the announcement of the AGBM / SGBM by the state or central Govt. or in case if the AGBM / SGBM has to be cancelled / postponed due to some unforeseen / exceptional / unavoidable circumstances, such AGBM / SGBM shall be convened later, on such a day, time and place decided by the Managing Committee depending on the availability of the venue and any other specific or infrastructural requirement required to hold the AGBM / SGBM.
  - I. Honorary Life Members do not have the voting rights and are not part of the quorum in any of the AGBM / SGBM.
  - II. The proceedings and discussions of the Managing Committee / Sub-Committees shall be recorded as minutes on audio and the proceedings and discussions of the AGBM / SGBM shall be recorded as minutes on audio and video both for records and to help transcribing them into written minutes. These minutes in the audio / video form shall be saved on the office computer & hard drive and transcribed written minutes in minute books for records.
  - III. The mode of communication such as e-mail / google group mailing id / Whatsapp group / post / courier or any other evolved electronic / digital mode of communication shall be determined and approved by the newly elected Managing Committee Members during the first meeting of the Managing Committee and shall be recorded in the minutes accordingly.

## **[12-A] AGENDA FOR THE ANNUAL GENERAL BODY AND SPECIAL GENERAL BODY MEETING**

- 1) The agenda for the Annual General Body Meeting (AGBM) of the WICA shall include the following:
  - I. To inform the demise of any valid Permanent Junior / Associate / Active / Senior / Life Member(s) (if any) and pay tribute to the departed soul(s).
  - II. To confirm and approve the minutes of the previous Annual General Body Meeting / Special General Body Meeting,
  - III. To approve and ratify the amendments of byelaws (if any) of the current or previous Annual General Body Meeting / Special General Body Meeting,
  - IV. To read & approve the President's note and General Secretary's yearly Report,
  - V. To announce the resignation / disqualification / suspension / termination (if any) of any of the Office Bearer(s) or Executive Member(s) of the Managing Committee or Convener(s) or Member(s) of the Sub-Committee(s) for reasons mentioned in the Byelaws of WICA,
  - VI. To inform the co-option (if any) of any the Office Bearer(s) or Executive Member(s) of the Managing Committee,
  - VII. To place and adopt the complete audited Annual Accounts,
  - VIII. To approve & appoint the statutory auditor for the current year,
  - IX. To approve the remuneration of the statutory auditors,
  - X. To honour the valid Permanent Junior / Associate / Active / Senior / Life Members who have won any award(s) and / or served as juror at any of the prestigious well known instituted awards and / or have brought laurels to WICA by some kind of achievements in their professional field and / or providing any service related

the Association within twenty one days on the receipt of the said requisition.

- (j) At least Fifteen (15) Days Prior Notice shall be given to all the Members of WICA for any General Body Meeting.  
(k) The presence of not less than One Fourth (1/4<sup>TH</sup>) of members shall be necessary to form a Quorum for the Special or General Body Meeting. No Quorum is necessary for the adjourned meeting.

to our profession in any capacity at any prestigious platform,

- XI. To confer the Lifetime Achievement / Peer Award on the valid Permanent Junior / Associate / Active / Senior / Life Member selected for that year by the Managing Committee,  
XII. To honour the valid Permanent Junior / Associate / Active members who have qualified to be 'Life Member' for that year with Thanks Giving Monetary Benefit and WICA's revered Trophy or Memento(s),  
XIII. To elect the Fifteen (15) Executive Members of the Managing Committee for One (1) term of three consecutive years in the election year by holding a free & fare election,  
XIV. To propose, second, amend, approve or / and ratify any amendments to the prevailing Byelaws (if any),  
XV. Any other business as may properly come before the AGBM with the permission of the Chairman.

**(d) MEETING ATTENDANCE CUM MINUTE BOOKS / REGISTERS**

- 1) The General Secretary or Office Secretary shall maintain separate bound Meeting Attendance cum minute books, one for the Managing Committee and one each for all the Sub-Committees and that shall contain pages which are serially numbered, has date, place, minutes, starting & closing time of all the meeting(s) recorded & names and signatures of all the attending Office Bearers, Executive Members, Conveners, Members of the Sub-Committees and special invitee(s) (if any); names of absentee(s) / Excused Absentee(s) & who have been granted 'Leave of Absence at such meetings. There shall be a separate attendance register for the AGBM / SGBM that shall contain pages which are serially numbered, has date and place of all the AGBMs / SGBMs recorded. It shall have the names and signatures of all the attending valid Permanent Junior / Associate / Active / Senior / Life Members present at the AGBM / SGBM. All the books / registers should be authenticated and preserved by the Office Secretary or General Secretary.  
2) Secretary or General Secretary.

**(e) ATTENDANCE AND LEAVE OF ABSENCE**

- 1) As an Office Bearer / Executive Member of the Managing Committee or Convener / Member of the Sub-Committee(s) of WICA, it is very important to attend and participate in in-person / in-person cum online / exclusive online meetings / e-Meetings of the Managing Committee, Sub-Committee and AGBM / SGBM, he / she must take these obligations seriously.  
2) Attendance at each Managing Committee and Sub-Committee Meeting by each Office Bearer, Executive Member, Convener and Member of the Sub-Committee is mandatory to provide valuable inputs for effective working, decision-making and diligent deliberation of recommendations to the Management of WICA, except that absence may be excused due to prior professional commitments, out of town situations, illness and conflict of interest.  
3) **The Leave of Absences** will be granted to the **Office Bearers & Executive Members of the Managing Committee / Conveners & Members of the Sub-Committees but only for an authentic professional / out of town / medical reasons**, whereas the onus is on the **Office Bearers & Executive Members of the Managing Committee / Conveners & Members of the Sub-Committees** to intimate WICA office in advance by an e-mail to the google group mailing id and / or by sending a text message to Whatsapp group or a written note before each meeting addressing to WICA office or President or General Secretary or Convener if he / she cannot attend the Managing Committee or Sub-Committee meeting due to a reasonable cause mentioned hereinabove and can request for a '**Leave of Absence**' in writing for records. In case of any last minute emergency he / she may inform his inability to attend the said meeting by a phone call to WICA's office / General Secretary / Convener regarding his / her inability to attend the said Managing Committee / Sub-Committee meeting followed by a written request for Leave of Absence. In case if no

response or no request in writing for 'Leave of Absence' has been received on any of the mode of communication mentioned hereinabove from any of the non attending Office Bearer, Executive Member, Convener and Member of the Sub-Committee or just a written note / mail / message saying unable to attend is received, he / she shall be marked as 'Absent'.

- 4) The General Secretary / Office Secretary shall put forward the attendance roll roster to the Chairman / Presiding Chairman of the every Managing Committee meeting and Office Secretary to the Convener(s) of the Sub-Committee(s) Meeting(s) having details of attendee(s), absentee(s), excused absentee(s), excused but qualified absentee(s) (abstained due to conflict of interest) and who have been granted "Leave of Absence" (if any).

**(f) QUORUM AND VOTING**

- 1) The presence of minimum 5 (Five) members, 1/3<sup>rd</sup> (One third) of the full strength of the Office Bearers and Executive Members of the Managing Committee shall be necessary at any Managing Committee meeting to constitute a quorum to transact any business, approve & pass any MOU, make any decision, take any action, sanction any disbursement, propose and pass any resolution except as otherwise provided in the Trade Union Act, 1926 or provided in these Byelaws hereinabove and no quorum is necessary for the adjourned meeting for 30 (Thirty) minutes.
- 2) The 'Interested Office Bearer' / 'Interested Executive Member' abstaining from the Managing Committee / Sub-Committee meeting due to 'conflict of interest', after submitting his / her disclosure in writing of such interest shall not be counted in the quorum and shall be recorded as 'Excused for Conflict of Interest but Qualified Absentee' in the attendance cum minute book. Such absentee shall be treated as 'Excused but Qualified Absentee' in the roll roster while counting / calculating the consecutive or yearly qualifying attendances of the said 'Interested Office Bearer' / 'Interested Executive Member'.
- 3) Where at any time the number of 'Interested Office Bearers' / 'Interested Executive Members' in the Managing Committee Meeting / 'Interested Sub-Committee Members' in the Sub-Committee meeting exceeds or is equal to 2/3<sup>rd</sup> (Two third) of the total strength of the Managing Committee / Sub-Committee members present in the meeting, the number of Office Bearers / Executive Members / Sub-Committee Members who are 'Disinterested Office Bearers' / 'Disinterested Executive Members' / 'Disinterested Sub-Committee Members' present at the meeting, being not less than 5 (Five) out of Fifteen (15) in case of Managing Committee and Two (2) out of Five (5) & Three (3) out of Seven (7) in case of Sub-Committee, shall be the quorum during such time.
- 4) If a quorum is not present at the scheduled time for an Ordinary / Emergency / e-Meeting of the Managing Committee, it can be extended for 30 (Thirty) minutes but in case even after that if the quorum is not present therein then the meeting can be held with the Office Bearers and Executive Members present in-person / in-person cum online / online in whatever number, shall be competent enough to transact all the business which could have been transacted at the Ordinary / Emergency / e-Meeting of the Managing Committee had a quorum been present thereat, the Managing Committee members present in-person / in-person cum online / online may decide unanimously to carry on / postpone the meeting for a later day considering the unimportance / importance, insignificance / significance and non-urgency / urgency of the matter(s) listed in the agenda.
- 5) In case of a Special Meeting / Special e-Meeting of the Managing Committee if a quorum is not present in-person / in-person cum online / online at the scheduled time, it can be extended for 30 (Thirty) minutes but in case even after that if the quorum is not present, it can be extended for another 30 (Thirty) minutes but in case even after that the quorum is not present in-person / in-person cum online / online then the meeting can be held with the Office Bearers and Executive Members present thereat in-person / in-person cum online / online in whatever number, shall be competent enough to transact all the business which could have been



transacted at the Special Meeting / Special e-Meeting of the Managing Committee had a quorum been present in-person / in-person cum online / online thereat, the MC members present in-person / in-person cum online / online may decide unanimously to carry on / postpone the meeting for a later day considering the unimportance / importance, insignificance / significance and non-urgency / urgency of the matter(s) listed in the agenda.

- 6) If a quorum of 1/3<sup>rd</sup> (One third) of the full strength of the Sub-Committee Members is not present within 30 (Thirty) minutes of the scheduled time of an adjourned meeting of the Sub-Committee, the presence of at least Two (2) out of Five (5) & Three (3) out of Seven (7) Members of the Sub-Committee shall be competent enough to transact all the business which could have been transacted at the Sub-Committee meeting had a quorum been present in-person / in-person cum online / online thereat, the members present in-person/ in-person cum online / online may decide unanimously to carry on / postpone the meeting for a later day considering the unimportance / importance, insignificance / significance and non-urgency / urgency of the matter(s) listed in the agenda.
- 7) In case if any Ordinary, Emergency, Special and e-Meeting of the Managing Committee or any Sub-Committee Meeting that was postponed / rescheduled due to lack of quorum do not have the quorum even on the day of postponed / rescheduled meeting after the adjourned period of 30 (Thirty) minutes then the meeting can be held with the Office Bearers & Executive Members / Convener & Members of the Sub-Committee present in-person / in-person cum online / online in whatever number, shall be competent enough to transact all the business which could have been transacted at the Ordinary, Emergency, Special and e-Meeting of the Managing Committee or Sub-Committee Meeting had a quorum been present in-person / in-person cum online / online thereat.
- 8) Voting shall not be taken on such 'conflict of interest' matter(s) where Office Bearers, Executive Members, Conveners and Members of the Sub-Committee(s) are the financial beneficiaries and WICA is the payer. Such matter(s) shall be discussed and the decision taken unanimously or by the majority of more than Fifty Percent (50%) members present in the Managing Committee / Sub-Committee Meeting that decision shall be referred to the 'Fact Finding & Steering Committee' to take a final decision for implementation on such 'conflict of interest' matter(s).
- 9) Which are the matter(s) that need / qualify to be voted upon shall be decided by the President / General Secretary of the Managing Committee / Convener of the Sub-Committee and shall be decided by a simple majority vote of more than Fifty percent (50%) of those present at such Managing Committee / Sub-Committee meeting(s) in which the vote takes place. Every MOU approved & passed or decision made or action taken or disbursement sanctioned or resolution proposed and passed by a majority (More than 50%) of the Office Bearers, Executive Members and Members of the Sub-Committee present at such meeting(s) duly held, at which a quorum was present, shall be regarded as the act of the Managing Committee / Sub-Committee of WICA, unless a greater number or percentage of majority is required by law of the land or by these Byelaws. Each Office Bearer, Executive Member, Convener and Member of the Sub-Committee shall be entitled to cast 1 (One) vote only and voting by proxy shall not be permitted. The Chairman / Presiding Chairman of the Managing Committee / Convener / Presiding Convener of the Sub-Committee will cast his / her vote only in case of a tie, that is, second vote. On any given motion, votes may be taken by voice vote or show of hands or if the matter requires secrecy and anonymity, by secret ballot paper and the Chairman / General Secretary / Convener shall in good faith decide, the method of voting.
- 10) However, if any Office Bearer, Executive Member and Member of the Sub-Committee demands a secret ballot before a voice vote or show of hands has begun, voting must be held by secret ballot paper. If a secret ballot is held, the Chairman / Presiding Chairman / Convener / Presiding Convener will not vote, they will have a casting vote only, that is, second vote.
- 11) A roll call has to be taken at the commencement and at the closure of all the meetings of Managing

Committee / Sub-Committee(s) and attendance shall be recorded in the attendance cum minute book accordingly. If any member joins / leaves the in-person / in-person cum online / online meeting in the middle, it shall be recorded in the minutes at what time he / she joined / left the meeting and also mention the serial number(s) of agenda points he / she did not attend to.

**(g) PRESUMPTION OF ASSENT**

- 1) An Office Bearer or Executive Member or Convener or Member of the Sub-Committee who is present at any of the in-person / in-person cum online / exclusive online Ordinary / Special / Emergency / e-Meeting / Emergency e-Meeting of the Managing Committee / Sub-Committee Meeting thereof, of which the said Office Bearer or Executive Member or Convener or Member of the Sub-Committee is a member, at which any MOU is approved & passed or any particular decision is made or any action is taken or any disbursement is sanctioned or any resolution is proposed and passed as per the pre circulated agenda by the majority (More than 50%) of members present, is presumed to have assented / concurred to such MOU approved & passed / decision made / action taken / disbursement sanctioned / resolution proposed and passed as unanimously unless any of the Office Bearer or Executive Member or Convener or Member of the Sub-Committee records his / her dissent in the minutes of the meeting to any of the such MOU approved & passed / decision made / action taken / disbursement sanctioned / resolution proposed and passed at the said meeting. No dissent will be recorded once the meeting is over and at anytime later. The Interested Office Bearer(s) / Executive Member(s) / Convener / Sub-Committee Member(s) cannot record his / her dissent on the matter he / she has a conflict of interest in Ordinary / Special / Emergency / e-Meeting / Emergency e-Meeting of the Managing Committee / Sub-Committee.
- 2) An Office Bearer or Executive Member or Convener or Member of the Sub-Committee who was not present (absent) at any of the in-person / in-person cum online / exclusive online Ordinary / Special / Emergency / e-Meeting / Emergency e-Meeting of the Managing Committee / Sub-Committee Meeting thereof, of which the said Office Bearer or Executive Member or Convener or Member of the Sub-Committee is a member, at which any MOU is approved & passed or any particular decision is made or any action is taken or any disbursement is sanctioned or any resolution is proposed and passed as per the pre circulated agenda by the majority (More than 50%) of members present thereof, is presumed to have assented / concurred unless that Office Bearer or Executive Member or Convener or Member of the Sub-Committee files a dissent for one or more MOU(s) approved & passed / decision(s) made / action(s) taken / disbursement(s) sanctioned / resolution(s) proposed and passed with the Chairman / Presiding Chairman or General Secretary or Convener / Presiding Convener within 7 (Seven) clear days after receiving the draft minutes of such meeting by replying through an e-mail to the google group mailing ID or sending a text message to the Whatsapp group or by sending a written dissent by post or courier or hand and he / she must keep dispatch record of it. Such dissent of the said member shall be included in the minutes and read at the ensuing meeting of the Managing Committee / Sub-Committee held for formal approval & ratification of the said minutes. No unofficial verbal dissent or on the phone or delayed dissent will be accepted and recorded in the minutes. The Interested Office Bearer(s) / Executive Member(s) / Convener / Sub-Committee Member(s) cannot record his / her dissent on the matter(s) he / she has a conflict of interest in Ordinary / Special / Emergency / e-Meeting / Emergency e-Meeting of the Managing Committee / Sub-Committee Meeting.
- 3) It is presumed that the Office Bearers and Executive Members who have not replied on the exclusive online e-Meeting / Emergency e-Meeting have given their assent to the MOU proposed & passed, decision made, action taken, disbursement sanctioned and resolution proposed & passed as per the pre circulated agenda by the majority (More than 50%) of members who replied online in favour of such matter(s) unless they record their dissent on the matter(s) within 7 (Seven) clear days after receiving the draft minutes of exclusive

online e-Meeting / Emergency e-Meeting by replying through an e-mail to the google group mailing ID or sending a text message to the Whatsapp group or by sending a written dissent by post or courier or hand and he / she must keep dispatch record of it, such dissent by the said member(s) shall be included in the minutes and read at the ensuing meeting of the Managing Committee held for formal approval & ratification of the said minutes. No unofficial verbal dissent or on the phone or delayed dissent will be accepted and recorded in the minutes. The Interested Office Bearer(s) / Executive Member(s) cannot vote and record his / her dissent on the matter(s) he / she has a conflict of interest in exclusive online e-Meeting / Emergency e-Meeting.

- 4) The onus to obtain the knowledge whether any of the MOU is approved & passed / decisions made / actions taken / disbursements sanctioned / resolutions proposed and passed at any of the Managing Committee / Sub-Committee meeting(s) lies with the non-attending (absentee / excused absentee) Office Bearer or Executive Member of the Managing Committee or Convener or Member of the Sub-Committee.

**(h) MINUTES**

- 1) It shall be mandatory to circulate draft minutes of all the Managing Committee / Sub-Committee meeting(s) *by e-mail through the google group mailing id or by sending a hard copy on request by post or courier or hand* to all the Office Bearers, Executive Members of the Managing Committee, Convener(s) and Members of the Sub-Committee for their approval within 15 (Fifteen) days of the meeting(s) held and if any of the attending Office Bearer(s) or Executive Member(s) of the Managing Committee, Convener(s) or Member(s) of the Sub-Committee(s) has / have any corrections or clarifications or doubts, it must be submitted by him / her by e-mail *through the google group mailing id* or by post / courier / hand in the WICA office as soon as possible but before the ensuing meeting of the Managing Committee / Sub-Committee where these minutes are to be formally confirmed, approved and ratified. In case of any corrections or clarifications or doubts submitted by any of the attending Office Bearer(s) or Executive Member(s) of the Managing Committee, Convener(s) or Member(s) of the Sub-Committee(s), the office Secretary after reconfirming it with the audio / video recordings (if any) or / and consulting with the Presiding Chairman / Convener and other attending members corrections suggested shall be incorporated within next 5 (Five) days of receiving the same and corrected minutes shall be circulated again in case if there is enough time for the ensuing meeting for final confirmation, approval and ratification or shall be sent along with the agenda of ensuing Managing Committee / Sub-Committee Meeting if the ensuing meeting is scheduled within next 7 (Seven) days. The corrected draft minutes of every meeting shall be read over to the members of the Managing Committee / Sub-Committee(s) in the ensuing meeting and shall be formally confirmed, approved and ratified by all the attending Office Bearers / Executive Members of Managing Committee / Convener(s) and Members of Sub-Committee(s) by putting their initials on each page and full signatures on the last page of the final draft minutes. The final confirmed, approved, ratified and signed draft minutes must be scanned in pdf format & shall be saved on the office computer / hard drive and printed true draft shall be pasted in the attendance cum minute book. No alteration in the minutes would be allowed thereafter once ratified and signed.
- 2) If the doubt(s) raised or clarification sought by any of the attending Office Bearer or Executive Member of the Managing Committee or Convener or Member of the Sub-Committee on any matter(s) is / are of a serious nature and have a direct and serious bearing on any MOU that was approved & passed or any decision made or any action taken or any disbursement sanctioned or any resolution proposed and passed then such concerns shall be mentioned in the minutes and such matter(s) should be taken up again in the next Managing Committee / Sub-Committee meeting for reconsideration and final decision.
- 3) The Managing Committee of WICA shall keep complete authentic records of finally confirmed, approved,

ratified and signed draft minutes of all the meetings of the Managing Committee and Sub-Committee(s) in separate Attendance cum minute books and on computer & hard drive.

- 4) The format of maintaining the minutes shall be as such:
- I. All the meetings, resolutions and minute sheets shall be serially numbered;
  - II. The separate attendance cum minute books should be bound and kept in the safe custody of the General Secretary / Office Secretary at the registered office;
  - III. All the minutes must contain WICA's name, yearly serial number of the meeting, venue's name, address, day, date and starting & closing time of the meeting along with the names of all the members who are in attendance / excused absentees / unexcused absentees / excused but qualified absentees / absentees and special invitees (if any);
  - IV. In the attendance cum minute book of the Managing Committee, Presiding Chairman's name will come first followed by General Secretary, the names of the other Office Bearers and then seniority wise the names of the Executive Members present thereat in-person or online. Then the names of the Office Bearer(s) that have been granted 'Leave of Absence' followed by the 'Excused Absentees', 'Unexcused Absentees', 'Excused but Qualified Absentees' and 'Absentees'. And in the end name(s) of any Special Invitee(s) (if any) present thereat in-person or online;
  - V. The General Secretary / Office Secretary shall ensure that the minutes of all the Managing Committee meetings must have signatures of all the in-person attending members' and who have attended the meeting online;
  - VI. In the attendance cum minute book of the Sub-Committee Meeting, Convener's name will come first followed by the Deputy Convener and then seniority wise names of other Sub-Committee Members who are present thereat in-person or online. Then the names of the Sub-Committee Members who have been granted 'Leave of Absence' followed by the 'Excused Absentees', 'Unexcused Absentees', 'Excused but Qualified Absentees' and 'Absentees'. And in the end name(s) of any Special Invitee(s) (if any) present thereat in-person or online;
  - VII. The Convener / Office Secretary shall ensure that the minutes of the Sub-Committee must have signatures of all the in-person attending members and who have attended the meeting online;
  - VIII. The Minutes of the Managing Committee / Sub-Committee should also mention the name(s) of the 'Irresponsible Absentee(s)' (if any) and the 'Habitual Absentee(s)' (if any) and action taken against such absentee(s) by the Managing Committee / Sub-Committee;
  - IX. The final draft Minutes of the Managing Committee / Sub-Committee shall have unambiguous language, fair and correct summary of all the matters discussed / MOU(s) approved & passed / decision(s) made / action(s) taken / disbursement(s) sanctioned, resolution(s) proposed and passed, and dissent(s) recorded (if any);
  - X. The final confirmed, approved and ratified draft Minutes of the Managing Committee / Sub-Committee must have the initials on every page and full signature on the last page of all the attending (in-person and online) Office Bearers, Executive Members of the Managing Committee / Convener and Members of the Sub-Committee.

(i) **DISCLOSURES IN THE AGM BROCHURE**

- 1) The Annual Report of the General Secretary shall disclose the number of Managing Committee / Sub-Committee(s) meetings held, number of meetings attended by each Office Bearer, Executive Member, Convener, Member of the Sub-Committee(s), Special Invitee(s) and cumulative allowances paid to each Office Bearer, Executive Member, Convener, Member of the Sub-Committee(s), and Special Invitee(s) during the financial year starting from 1<sup>st</sup> Jan. to 31<sup>st</sup> Dec. Any resignation(s), forced resignation(s), expulsion(s), forced expulsion(s), suspension(s) and co-option(s) done during the said financial year.
- 2) Any losses incurred / embezzlement done / mishandling or misappropriation of funds due to the negligence of any particular Office Bearer / Executive Member / Convener / Member of Sub-Committee / Representative of WICA or collectively by the Managing Committee.
- 3) Any other matter(s) that need to be in the knowledge of all the valid Permanent Junior/ Associate /

- (a) Managing Committee will request for a team of three members Scrutiny Committee (one Chairman & two Members) from the FWICE to oversee and conduct a free & fair election by secret ballot with the assistance of the Election Facilitation Committee of WICA 45 (Forty Five) Days prior to the Date of Election AGM. The Election Facilitation Committee will provide the list of blacklisted / disqualified / barred members (if any), eligibility criteria for the Contestants & the Voters, logistical help and any other information required relating to the election process to the Scrutiny Committee.
- (b) Members of the Scrutiny Committee and Election Facilitation Committee must sign an oath as prescribed below:  
I, ....., do solemnly, sincerely and truly declare and affirm by my honour and by my conscience that I will faithfully and impartially discharge and perform all the duties incumbent upon me as member of the Scrutiny Committee or Election Facilitation Committee during the period of WICA's election and I will follow the constitution and bye-laws of WICA, acting rightfully and impartially without fear or favour, affection or ill will. Furthermore, I will not divulge to third parties knowledge, which I have gained during this period, and which must be kept secret.
- (c) The Election Facilitation Committee will create a special Voting e-mail ID (with the said election year being part of it e.g. wica\_2018\_election@gmail.com) to facilitate e-mail Voting for the said election year. Election Facilitation Committee must have a joint meeting with the Scrutiny Committee once formed, in which they will change the original password of the special Voting e-mail ID (to protect the secrecy of e-mail ballots) to a new two-part shared secret password; one part of which will be known only to the Chairman of Scrutiny Committee and the second part will be known only to the Convener of the Election Facilitation Committee.
- (d) Only Active & Associate Members shall be eligible to contest for the Seven (7) - Office Bearer's Posts; provided he/she has been a member of the Managing Committee for at least one term in the past and his/her Subscription/dues are paid up to date and he/she does not have any settled financial dispute with fellow member unpaid in WICA.
- (e) In case of an Office Bearers' Death / Resignation / Disqualification / Removal from the MC, Managing Committee may unanimously co-opt a suitable deserving Active member for the vacated Office Bearers' position from the existing Managing Committee. In case of no consensus, the Contestant who was the closest rival to the winner and had lost the election for that Office Bearers' post of the last elections held shall be co-opted in the Managing Committee to fill the vacated position and in case that candidate is unable to takeover the responsibility and submits his/her inability to fill that Office Bearer's post in writing, the Managing Committee may then co-opt any suitable deserving Active member.
- (f) Any Junior / Associate / Active Member shall be eligible to contest for the post of Thirteen (13) Executive Members of the Managing Committee provided he/she has been a member of WICA for one full year and his/her Subscription/dues are paid up to date and he/she does not have any settled financial dispute with fellow member unpaid in WICA.
- (g) In case of an Executive Members' Death / Resignation / Disqualification / Removal or Up-gradation to the post of Office Bearers of the Managing Committee, the Contestant who was at top in the list of lost candidates of the last elections held for the Managing Committee's Executive Members' post shall be co-opted in the Managing Committee to fill the vacated position and in case that candidate is unable to takeover the responsibility and submits his/her inability to fill that Executive Members' post in writing, the Managing Committee may then co-opt any suitable deserving Active/Associate/Junior member.
- (h) Any Junior / Associate / Active Member who has been a member of WICA for one full year and whose Subscription/dues are paid up to date and he/she does not have any settled financial dispute with fellow member unpaid in WICA shall be eligible to vote.
- No member shall be allowed to cast his vote at the voting venue unless he shows his Valid Membership Card to the member of Scrutiny Committee.
- (i) All the pending subscription/dues of the Candidate/Voter must be paid at least 15 (Fifteen) Days Prior to the Date of Election AGM to be eligible to contest or/and vote for the said election.
- All the unpaid amounts of the settled dispute cases with the fellow members must be paid at least 30 (Thirty) Days Prior to the Date of Election AGM to be eligible to contest and at least 15 (Fifteen) Days Prior to the Date of Election AGM to be eligible to vote for the said election.
- (j) In the Nomination Form contestant must sign an 'Undertaking' stating that he/she has not been

4) Active / Senior / Life members.

## [13] ELECTION:

### 1. DEFINITIONS:

In these byelaws unless otherwise specified or context requires otherwise:

- 1.1. **Association & WICA** shall mean Western India Cinematographers' Association.
  - 1.2. **Candidate** shall mean a valid **Permanent Junior / Associate / Active / Senior / Life Member** whose nomination is declared valid for the election.
  - 1.3. **Election** shall mean the Election for the Managing Committee of WICA.
  - 1.4. **Returning Officer** shall mean the officer appointed by the incumbent Managing Committee for conducting the Election of WICA.
  - 1.5. **Election Official(s)** shall mean person(s) appointed by the incumbent Managing Committee for the election of WICA.
  - 1.6. **Member** shall mean the valid **Permanent Junior / Associate / Active / Senior / Life Member** of WICA.
  - 1.7. **Executive Member** shall mean as specified in the clause XX.
  - 1.8. **Office Bearer** shall mean as specified in the clause XX.
  - 1.9. **Representative of Candidate** shall mean any valid **Permanent Junior / Associate / Active / Senior / Life Member** of WICA who is a voter and has been authorised by the Candidate to represent him / her in the election of WICA with express permission by the **Returning Officer**.
  - 1.10. **Voter** shall mean those valid **Permanent Junior / Associate / Active / Senior / Life Members** whose name appears in the Final Voter list published by the **Returning Officer**. In terms of various provisions in the approved & ratified prevailing byelaws of WICA only valid **Permanent Junior / Associate / Active / Senior / Life Member** who are residents of Western Zone and have paid their yearly subscription fee within the stipulated time mentioned in the approved & ratified prevailing byelaws are part of the electorate of WICA.
  - 1.11. **Voting Day / Polling Day** shall mean the day declared by the **Returning Officer** for polling in the election of WICA.
2. In respect of any rules, regulations, procedures, terms and / or conditions related to the election, not covered by these rules or interpretation of the rules, the decision of the **Returning Officer** shall be final and binding on all concerned.
- ### 3. Eligibility of Candidates and Voters.
- 3.1. **Provisional list of voters**, who have paid their yearly subscription fee for the said year and don't have



blacklisted / disqualified / barred to contest the said election and doesn't have any unpaid settled dispute amount pending to the fellow member and has not acted against the diktat issued by WICA in the past and has not been involved in any corrupt and/or unlawful activities which could be defined as 'damaging to the reputation of WICA' and he/she has not been convicted by a court in India of any offence involving moral turpitude and sentenced to imprisonment, if he/she has been convicted, then a period of five years has elapsed since his/her release.

- Nomination of such candidates would be disqualified whose undertaking is found to be false, either while scrutinizing the nomination or after the results has been declared by the Scrutiny Committee.
- (k) Nomination Form, link to the E-Nomination Form, Undertaking, E-Voting E-mail ID and byelaws relating to Election (Clause 13) must reach the members by post/courier and/or e-mail (if registered by the time of posting) at least 30 (Thirty) Days prior to the Date of Election. The responsibility and onus of updating the postal address and e-mail ID lies with the Member.
- No complaint or dispute will be entertained in case of not receiving the Nomination Form sent to the wrong address or wrong e-mail ID registered by the member.
- (l) Last date of submitting the duly filled Nomination Form shall be 15 (Fifteen) Days prior to the Date of Election.
- (m) Last date of withdrawal of the Nomination shall be 7 (Seven) Days prior to the Date of Election.
- (n) Last day of canvassing will be One (1) Day prior to the Date of Election.
- (o) The duly filled Nomination Form must be submitted in a sealed plain envelope marked "Nomination Form" by hand / Regd. AD Post / courier with receipt facility before the last date & time of submission announced.
- Nomination Forms without the signature and/or photograph will be disqualified.
- (p) The duly filled E-Nomination Form in pdf file format can also be sent by e-mail but only from the members' E-mail ID registered with WICA, which will be treated as Members' signature with "Nomination Form" as the subject matter of the E-mail sent and it must have the candidate's photograph as an attachment. The E-Nomination Form in pdf file format must reach the WICA office before the last date & time (Indian Standard Time) of submission announced.
- It will be the contestant's responsibility to have his e-mail ID registered in WICA office 15 (Fifteen) Days prior to the date of submission.
  - The E-Nomination Forms sent by e-mail without the candidate's photograph or in any other file than pdf shall be disqualified.
- (q) The final list of Eligible Candidates shall be posted by the Scrutiny Committee on the notice board of WICA, 7 (Seven) days prior to the AGM date, after the last date & time of the withdrawal of the nomination has elapsed.
- (r) The list of Disqualified Candidates (if any) shall be posted with the cause of disqualification as remarks by the Scrutiny Committee on the notice board of WICA along with the final list of Eligible Candidates, 7 (Seven) days prior to the AGM date.
- (s) It will be the responsibility of the Candidates to find out whether his/her nomination has been accepted or disqualified by the Scrutiny Committee from the WICA office. In case of any dispute the Disqualified Candidate can raise his/her dispute case by writing to the Scrutiny Committee within 5 (Five) Days after the list of Disqualified Candidates was posted.
- (t) No voting/polling is required if any of the post is uncontested because there is only one Candidate or there are only enough Candidates to fill the number of all positions.
- (u) It will be the responsibility of the Scrutiny Committee to make sure that voting starts & closes strictly according to the time mentioned in the agenda of the AGM or in the AGM Brochure. The Voting period at the polling venue must be of minimum of Four (4) Hours and it must not be extended in any circumstances beyond the closing time announced. The members can also send their E-votes by E-mail to a specially created Voting e-mail ID for the Election for that particular year from their registered E-mail IDs only. E-mail voting must be sent as an attachment in pdf file only. The voting period for e-mail voting will be of Twenty Four ( 24 ) Hours and will start exactly Twenty Four ( 24 ) Hours prior to the Closing Date & Time (Indian Standard Time) of voting announced. E-mail votes in pdf file must reach before the closing date & time (Indian Standard Time) of voting announced.
- It will be the member's responsibility to have his/her e-mail ID registered in WICA office Fifteen (15)

arrears to pay or any settled dispute amount to be paid to any co-member, will be displayed for the information of valid **Permanent Junior / Associate / Active / Senior / Life Member** on the WICA's website and will be posted on the display board in WICA office for the said election year.

3.2. After hearing and deciding objections on ineligibility, resignation, suspension, expulsions, non-inclusion of names, misspelled names, deletions etc. sought with justification, **Final List of voters**, will be displayed on WICA's website as well as on the display board of WICA in the office.

3.3. Only those valid **Permanent Junior / Associate / Active / Senior / Life Member** of WICA, except those ineligible / expelled / barred from contesting, nominating and voting as per the prevailing byelaws and whose name appear in the **Final List of Voters** declared by the **Returning Officer**, are eligible to contest, nominate and vote in the Election for the said year.

#### 4. Composition of the Managing Committee of WICA is as under:

4.1. The total number of Executive Members in the Managing Committee of WICA will be 15 (Fifteen), inclusive of Nine (9) Executive Members and following Five (5) Office Bearers.

<b>President</b>	<b>One</b>
<b>Vice President</b>	<b>One</b>
<b>General Secretary</b>	<b>One</b>
<b>Joint Secretary</b>	<b>One</b>
<b>Treasurer</b>	<b>One</b>
<b>Joint Treasurer</b>	<b>One</b>

4.2. **All the eligible voters** will be entitled to vote for the 15 (Fifteen) **Executive Members**.

4.3. No Proxy Voting will be allowed.

#### 5. NOMINATIONS:

5.1. WICA will publish the Nomination Form / E-Nomination Form link on its website and send it to all the eligible voters by e-mail through the google mailing group ID / e-mail / post / courier to reach them Thirty (30) clear days before the scheduled date of polling. However, Returning Officer / WICA is not liable or responsible for not receiving the Nomination Form / E-Nomination Form link by any eligible voter(s). The Nomination Form / E-Nomination Form link will also be available on website of WICA, which can be downloaded by interested candidates. Those who do not receive the Nomination Form / E-Nomination Form link shall download the same from the website or may collect the same from WICA office. Candidate may take Xerox copy of the Nomination Form if required.

5.2. Last date & time of submitting the Nomination in prescribed Nomination Form / E-Nomination Form link for

**Days prior to the election date.**

- (v) All candidates shall avoid unscrupulous activities or/and corrupt practices, such as bribing of voters, intimidation of voters, getting impersonators to vote, canvassing within the venue in any manner whatsoever during the polling period on the day of polling.
  - Any of the Candidates found guilty of flouting this rule will be declared disqualified by the Scrutiny Committee and the defaulter will be disqualified and barred to contest the next election.
- (w) In case if the EVMs (Electronic Voting Machines) are being used for voting, Scrutiny Committee will make sure that no votes are already polled in any of the EVMs before the polling starts and all the blank EVMs will be shown to all the Contestants. All the voters will be given a demonstration of how to use the EVM to vote or how to mark, fold and cast the ballot sheets in case of ballot sheet voting. Chairman of the Scrutiny Committee shall announce the total numbers of votes polled after closing the poll.
  - In case of EVM voting, the computation of votes must be done through computer and must be displayed on screen live for the members present.
  - The right of opening the e-mail votes with the shared password will rest with the Scrutiny Committee. The Scrutiny Committee shall firstly validate all the e-mail votes with the assistance of the Election Facilitation Committee before counting. Counting of e-mail votes can either be physical by printing the e-votes or the Scrutiny Committee can do it through EVM (Electronic Voting Machines) under their supervision.
  - In case of ballot sheet voting, the polled votes, which are found marked more than once, spoiled, cancelled or damaged will not be counted and will be declared as invalid votes.
  - Members of Scrutiny Committee will count the EVM votes or ballot sheet votes and declare the results after getting the approval from the Chairman of the Scrutiny Committee and Convener of the Election Facilitation Committee.
- (x) Any valid Member or Contesting Candidate can make a complaint regarding the election, which is happening or is about to happen or has happened, to the Scrutiny Committee or to the Registrar of Trade Unions or to the Court at the time of the election (in case the election process is still on) or within Ten (10) Days after the results are declared.
- (y) Scrutiny Committee will submit their Election Report after entertaining and resolving any dispute case(s) (if any) within Fourteen (14) Working Days after the results are declared and the new Managing Committee will share this Election Report with the new Managing Committee members in their meeting held immediately after the Election Report has been submitted. The Managing Committee may share this Election Report with the members if Managing Committee deems fit.
- (z) WICA souvenir will not be distributed in the election year AGM but can be distributed in the other AGMs.

the Executive Members shall be on or before 5.00 pm on the last date of submission announced for the election. Detailed election schedule will also be declared.

5.3. The Nominations in prescribed form shall be accepted by the Returning Officer or / and his team or form may be dropped in sealed drop box earmarked for election in WICA office on or before 5.00 pm on the last date of submission announced. The Returning Officer or / and his team or / and WICA office must maintain records of all the Nomination Forms submitted on which date & time.

5.4. The duly filled Nomination Form may be submitted by proposer / seconder of the candidate or the candidate himself / herself personally along with Two passport size photographs against the white background & name of the candidate written behind the photographs and with all other formalities, in compliance of election rules. The Candidate shall be wholly responsible for any lapses on his / her part, if his / her nomination is rejected for non-compliance or for any other reason(s) whatsoever.

5.5. In case if the candidate is sending the duly filled E-Nomination Form by email in pdf file, he / she must ensure that proposer and seconder have personally signed the E-Nomination Form and with all other formalities, in compliance of election rules. The candidate will also ensure that two photographs against the white background & name of the candidate written behind the photographs reach to the Election office by e-mail / post / hand before the last day & time of the submission. The Candidate shall be wholly responsible for any lapses on his / her part, if his / her nomination is rejected for non-compliance or for any other reason(s) whatsoever.

5.6. The Candidate must sign a declaration in the format specified in the Nomination Form / E-Nomination Form by the Returning Officer. This is mandatory.

5.7. The Nomination Form / E-Nomination Form must be duly proposed and seconded by the eligible valid Permanent Active / Active Senior / Active Life members who are voters.

5.8. The Returning Officer will create a separate e-mail ID for the election year for communication with the Scrutiny Committee / E-Nomination Form submission / e-mail voting. Any communication or submission of E-Nomination Form or e-mail voting shall be entertained on this e-mail ID only. Following or similar is the example for the e-mail ID to be created for the said election year:

Email: [wicaelectionyyyy@gmail.com](mailto:wicaelectionyyyy@gmail.com)

### **GUIDELINES & CONDITIONS:**

- 1) The Candidates, proposers, seconders and voters shall pay their yearly subscription fees or any settled dispute amount to any Co-member or any arrears before the prescribed last date and month mentioned in these byelaws. Such defaulting valid **Permanent Junior / Associate / Active / Senior / Life Member(s)** will not be allowed to contest, nominate and vote.

### **PROCESS:**

- 1) The Managing Committee will appoint a three member Scrutiny Committee consisting of Three (3) valid Permanent Members one each from Active / Senior / Life Members' category as One (1) Returning Officer & Two (2) Associate Members to oversee and conduct a free & fair election by in-person secret ballot / EVM (**Electronic Voting Machines**) / e-voting / app voting / **e-mail voting** with the

assistance of the Election Facilitation Committee of WICA Forty five (45) Days prior to the Date of Election AGBM / SGBM decided by the Managing Committee. The Election Facilitation Committee will provide eligibility criteria, terms & conditions for the Contestants, Nominators and Voters mentioned herein in these byelaws, list of all the valid Permanent Junior / Associate / Active / Senior / Life Members along with the list of disqualified / resigned / suspended / expelled / blacklisted / barred / **Dormant / Non-Members** (if any), all the logistical support and any other information or help required relating to **the aims & objectives of WICA / admission / readmission / subscription / election process** mentioned herein in these byelaws to the Scrutiny Committee.

- 2) The members of the Scrutiny Committee and Election Facilitation Committee must sign an oath of ethics as prescribed below once the Scrutiny Committee accepts the responsibility to conduct the election of WICA's Managing Committee:

I, .....,  
 holding a valid Permanent Junior / Associate / Active / Senior / Life Membership No.

.....,  
 do solemnly, sincerely and truly declare and affirm by my honour and by my conscience that I will faithfully and impartially discharge and perform all the duties incumbent upon me as a member of the Scrutiny Committee / Election Facilitation Committee during the period of WICA's election and I will follow the constitution and prevailing byelaws of WICA, acting rightfully and impartially without fear or favour, affection or ill will. Furthermore, I will not divulge to third parties knowledge, which I have acquired during this period, and which must be kept secret.

Date:

Signature

- 3) WICA will conduct its election through in-person secret ballot or EVM voting facility and may be along with an e-voting software or / and election app or / and e-mail voting through a specially created election e-mail voting ID to facilitate e-voting / app voting / e-mail voting for the said election year for the members who are unable to come to the polling venue due to their professional commitments **or for any other valid reason(s)**.
- 4) In case if e-voting / app voting is facilitated through an e-voting software / election app then the appointed cyber experts will explain the process of e-voting / app voting to the Scrutiny Committee and Election Facilitation Committee. The cyber experts from the e-voting software / election app company will co ordinate the election process and counting of e-votes / app votes under the supervision of the Scrutiny Committee.
- 5) In case if e-mail voting is facilitated through the specially created e-mail ID the Election Facilitation Committee must have a joint meeting with the appointed members of the Scrutiny Committee, **in which they will create an election e-mail voting ID for the said election year with a two-part shared secret password;** (to protect the secrecy of e-mail votes) one part of the password will be known only to the Returning Officer of the Scrutiny Committee and the second part will be known only to the Convener of the Election Facilitation Committee. **But the Scrutiny Committee will do the counting of such e-mail votes.**
- 6) Any valid **Permanent Junior / Associate / Active / Senior / Life Member** shall be eligible to contest and vote for the **Fifteen (15)** posts of Executive Members of the Managing Committee **as per the prevailing byelaws** provided he / she has been a member of WICA for at least one (1) full year of Twelve (12) months **since his / her admission month** and his / her yearly Subscription fee / dues are paid up to date and he / she does not have any unsettled financial dispute or unpaid settled dispute amount to

be paid to a co member of WICA or he / she is exempted to pay any fee being a valid Permanent Life Member.

- 7) Only valid Permanent Active / Active Senior / Active Life Members will be eligible to nominate any valid Permanent Junior / Associate / Active / Senior / Life Member's name as proposer or seconder for the post of Executive Member of the Managing Committee.
- 8) The entire pending yearly Subscription fee / dues of the Contestant / Nominator / Seconder / Voter must be paid latest by the month of March of the Election year to be eligible to contest, nominate or / and vote for the said election year. The members who have not paid all of their installments under the amnesty scheme or have taken the 'Subscription Exemption Facility' shall not be allowed to Contest, Nominate and Vote.
- 9) All the unpaid pending amounts of the settled dispute cases with any of the co-members must be paid at least Thirty (30) Days Prior to the Date of Election AGM to be eligible to contest, nominate and vote for the said election year.
- 10) The new admission may be accepted / approved once the election process has started with the announcing of the election date for the said election year but such newly admitted permanent members shall not be allowed to contest, nominate or / and vote as per the prevailing byelaws of cooling period of One (1) year.
- 11) The detailed election schedule shall be posted and published on the WICA's website as well as on the display board of WICA for information.
- 12) Last day of canvassing by the contestants will be One (1) Day prior to the Date of Election. No canvassing within 500 meters and around the venue in any manner whatsoever during the polling period on the day of polling will be permitted.
- 13) Once the election process has started no amnesty scheme shall be given to Permanent Junior / Associate / Active / Senior / Life Members to pay their yearly subscription fees to make them eligible to contest, nominate or / and vote as per the prevailing byelaws.
- 14) Nomination Form, E-Nomination Form, **log in Id & password of the e-voting software and download link of the voting app**, draft of Undertaking, election voting e-mail ID for e-mail voting, dates and times of submission, objections, withdrawal & voting must reach the valid Permanent Junior / Associate / Active / Senior / Life Members by e-mail / post / courier at least Thirty (30) Days prior to the Date of Election (if his / her e-mail ID / phone number / residential address has been registered / updated for the same by the month of March of the election year). The responsibility and onus of registering / updating the e-mail ID / phone number / residential address / checking the spam folder lies with the valid Permanent Junior / Associate / Active / Senior / Life Members.
- 15) No complaint or dispute will be entertained in case of not receiving the information regarding the election / Nomination Form / E-Nomination Form / **log in Id & password of the e-voting software** / URL link or information about the election app sent to the wrong e-mail ID / phone number / residential address provided and registered by the valid Permanent Junior / Associate / Active / Senior / Life Members.
- 16) In case of any technical / human / typo error made by the mailer **or in case if any valid Permanent Junior / Associate / Active / Senior / Life member** is encountering any error **or unable to login** or having trouble downloading the app, **the complaint** will be entertained only within Seven (7) days of announcing the election and corrective measures would be taken as soon as possible by the Scrutiny Committee / Cyber Experts.
- 17) The duly filled & signed Nomination Form along with any other required documents and two photographs **against the** white background & name of the candidate written behind the photographs must be submitted in a sealed plain envelope marked 'Nomination Form' by hand / Post / courier with acknowledgement as per the prescribed procedure before the last date & time (Indian Standard Time)

of submission announced. The WICA office / Scrutiny Committee shall keep records of date & time of such nomination Forms received in office by hand / Post / courier.

- 18) The duly filled Nomination Forms without the contestant's, proposer's or seconder's signature or recent photographs **against the** white background & name of the candidate written behind the photographs or copy of the self-attested valid Permanent Junior / Associate / Active / Senior / Life Membership Card or any other information required or received late will be rejected.
- 19) The duly filled & signed E-Nomination Form in pdf file format can be sent only from the valid Permanent Junior / Associate / Active / Senior / Life Members' e-mail ID registered with WICA with 'E-Nomination Form' as the subject matter of the e-mail sent and it must have the contestant's recent photograph **against the** white background, copy of the self-attested valid Permanent Junior / Associate / Active / Senior / Life Membership Card and any other information required as in physical form / an attachment in pdf file. The duly filled & signed E-Nomination Form must reach the election e-mail ID before the last date & time (Indian Standard Time) of submission announced for E-Nomination Forms. The Scrutiny Committee shall keep records of date & time of such E-Nomination Forms received by e-mail.
- 20) The duly filled E-Nomination Forms sent by e-mail without the contestant's, proposer's or seconder's signature or recent photograph **against the** white background or copy of the self-attested valid Permanent Junior / Associate / Active / Senior / Life Membership Card or any other information required or in any other file than the pdf or received late shall be rejected.
- 21) In the Nomination Form / E-Nomination Form contestant must sign an 'Undertaking' stating that he / she has not been disqualified / expelled / blacklisted / barred to contest the WICA's election and doesn't have any unsettled dispute or unpaid settled dispute amount pending to any of the co-member and has not acted against the diktat issued by WICA / FWICE / **or any other craft Association** in the past and has not been involved in any dishonest, corrupt and / or unlawful activities which could be defined as 'damaging to the interest / reputation of WICA' and he / she has not been convicted by a court in India of any offence involving moral turpitude and sentenced to imprisonment, if he / she has been convicted and has served the full term of conviction and a period of Five (5) years has elapsed since his / her release.
- 22) The nomination and / or **electoral** result of any such contestant would be rejected / cancelled whose undertaking is found to be false, either while scrutinizing the nominee's nomination form or later after the **electoral** results have been declared or on the complaint of any contestant before the election or after the **electoral** results have been declared by the Scrutiny Committee. The Returning Officer will have the right to disqualify / expel / blacklist / bar such contestant for whatever period he / she deems fit.
- 23) Last date of submitting the duly filled & **signed** Nomination Form / E-Nomination Form shall be Twenty (20) Days prior to the Date of Election.
- 24) **The Scrutiny Committee after scrutinising the validity of the valid Permanent Junior / Associate / Active / Senior / Life Members shall post and publish on the WICA's website as well as on the display board of WICA for information, the list of the valid voters and who all can contest, nominate and vote for the election of the said year as per the prevailing byelaws.**
- 25) **The Scrutiny Committee after scrutinising the Nomination Forms / E-Nomination Forms shall post and publish on the WICA's website as well as on the display board of WICA for information, the first list of the eligible candidates and rejected nominations (if any) with the cause of rejection for the election of the said year as per the prevailing byelaws.**
- 26) It will be the responsibility of the Contestants to find out whether his / her nomination has been accepted or rejected by the Scrutiny Committee from the Returning Officer / WICA office. In case of any dispute the Contestant whose nomination has been rejected can raise his / her dispute case by



writing to the Returning Officer within Two (2) Days after the **first list of the eligible candidates and rejected Contestants** was posted and published.

- 27) No request and complaint from any valid Permanent Junior / Associate / Active / Senior / Life Members other than the contestant whose nomination has been rejected will be entertained. And the final decision will be of the Scrutiny Committee.
- 28) Last date of withdrawal of the Nomination shall be Fifteen (15) Days prior to the Date of Election.
- 29) **The Scrutiny Committee after going through the objections (if any) and withdrawal (if any) and after the last date & time of the objections and withdrawal of the nomination has elapsed, shall post and publish on the WICA's website as well as on the display board of WICA for information, i.e. Ten (10) days prior to the election AGBM / SGBM date, the final list of the valid Permanent Junior / Associate / Active / Senior / Life Members who are eligible candidates for the election of the said year as per the prevailing byelaws.**
- 30) No e-voting / app voting / e-mail voting / in-person polling is required if there are only Fifteen (15) or less than Fifteen (15) names of contestants announced in the final list after completing the process of scrutiny, objections and withdrawals by the Scrutiny Committee and those Fifteen (15) or less than Fifteen (15) contestants will be declared as Executive Members elected uncontested by the Returning Officer. In case of less than Fifteen (15) contestants announced as Executive Members elected uncontested, rest of the vacant seats of Executive Member(s) will be filled by co-option by the newly elected Managing Committee according to the prevailing byelaws mentioned hereinafter before electing the Office Bearers. The members who have already served for Two (2) consecutive terms on WICA's MC shall not be co-opted unless Two (2) terms have elapsed since his / her being part of the Managing Committee.
- 31) In case if there is any last minute withdrawal(s) that shall be accepted by the Returning Officer if other contestants do not have any objection. The name(s) of such contestant(s) shall be blacked out / removed from the ballot sheet / EVM machine. In case if any e-votes / app votes / e-mail votes have already been polled or polled / marked by error / mistake in the EVM / ballot sheet in favour of such withdrawn candidate's name, those votes in favour of such candidate will be treated as ineligible votes but rest of the polled votes will be counted for other candidates.
- 32) It will be the responsibility of the Scrutiny Committee to make sure that voting starts & closes strictly according to the time announced in the election schedule by the Scrutiny Officer / mentioned in the agenda of the election AGBM / SGBM. The voting period at the polling venue must be of minimum of Six (6) Hours and it must not be extended in any circumstances beyond the closing time announced. The valid Permanent Junior / Associate / Active / Senior / Life Members can cast their e-votes through the registered e-voting software or app votes through election app or by sending an e-mail vote to the election e-mail ID specially created for the said Election year from their registered phone number / e-mail ID. The e-mail votes must be sent as an attachment in pdf file only. All the e-votes / app votes / e-mail votes must reach between the opening & closing date & time (Indian Standard Time) announced for e-votes / app votes / e-mail votes in the brochure / e-mail / website.
- 33) **Ethical practices of canvassing shall be followed strictly.** All contestants are within their rights to canvass but shall avoid any unscrupulous activities or / and any corrupt practices such as manipulating the election process announced, bribing of voters in kind and cash, promising any freebees, intimidation of voters, and getting impersonators to vote.
- 34) Any of the Contestants found guilty of flouting the rule mentioned above in sub clause (33) will be declared disqualified / expelled / blacklisted / barred for certain term(s) or for life to contest, nominate and vote for the election of WICA by the Scrutiny Committee. Such disqualified / expelled / blacklisted / barred contestant shall be given a hearing by the Scrutiny Committee to put across his / her case.

But the final decision will be of the Scrutiny Committee.

- 35) No one shall be allowed to enter the polling venue unless he / she shows his / her valid Permanent Junior / Associate / Active / Senior / Life Membership Card to the member(s) of Scrutiny Committee or to any other valid Permanent Member officially appointed to help the Scrutiny Committee.
- 36) In case of the in-person ballot polling all the voters will be given one (1) ballot sheet already folded in a particular manner so that the ink of the **stamp** marker doesn't come on any other contestant's name than the voter has voted for and how to mark the ballot sheet will also be shown to the voters.
- 37) The ballot sheet for in-person polling shall have a detachable counter foil attached having two columns, **one where voter's name & valid Membership Number is noted down, second where voter signs and this counter foil shall be kept for records.**
- 38) The validity verification of in-person voter will be done by **checking** the valid Permanent Junior / Associate / Active / Senior / Life Membership card and list of eligible voters for the said election year before the ballot sheet is handed over to the voter after he / she signs the election **attendance** register and counter foil of the ballot sheet.
- 39) The stamp pad(s) along with the marking stamp(s) and ballot box(s) will be provided at the venue for voting.
- 40) **In case if EVMs are being used for the polling, the validity verification of the voter will be done by checking the valid Permanent Junior / Associate / Active / Senior / Life Membership Card and list of eligible voters for the said election year. The voter would be allowed to poll the vote in EVM after he / she signs the election attendance register.**
- 41) Every voter who has come to vote through EVM / in-person ballot polling his / her finger shall be marked with indelible ink.
- 42) In case if the EVMs are being used for polling, Scrutiny Committee will make sure that no votes are already polled in any of the EVMs before the polling starts and all the blank EVMs will be shown to all the Contestants. All the contestants need to sign an undertaking that they have checked all the EVMs and all the machines are working fine to their satisfaction. All the voters and contestants present at the starting time of the voting will be given a demonstration of how to use the EVM to vote. All the EVMs will be pre-programmed to allow the maximum number of votes a voter can poll.
- 43) The photography and video recording of the election at venue is mandatory and WICA shall preserve such photographs and recording on its computer / hard disk for records.
- 44) Returning Officer of the Scrutiny Committee shall announce the total numbers of votes polled and numbers of valid and invalid votes before announcing the electoral results.
- 45) In case of e-voting / app voting / e-mail voting, the polled votes, which are found marked more than once, marked incorrectly, marked more than the required number to be voted for, corrupted files or sent as any other file than the pdf file will not be counted and will be declared as invalid votes in toto.
- 46) In case of in-person ballot polling, the polled votes, which are found marked more than once, **stamped** incorrectly, spoiled, cancelled, damaged, **torn, overwritten** and marked more than the required number to be voted for, will not be counted and will be declared as invalid votes **in toto.**
- 47) **In case of any EVM's malfunctioning where it has allowed polling of more than the Fifteen (15) pre-programmed votes, such votes will not be counted and will be declared as invalid votes.**
- 48) **The computation of EVM votes** must be done through EVM / computer and must be displayed on screen live for the contestants and valid Permanent Junior / Associate / Active / Senior / Life Members present at the venue.
  - I. The right of computing the e-votes / app votes / e-mail votes polled through the e-voting software or election app or sent to the specially created election e-mail ID will rest with the Scrutiny Committee. The Scrutiny Committee shall firstly validate all the e-votes / app votes / e-mail votes with the

assistance of the Election Facilitation Committee before the counting of the EVM / in-person ballot votes. The computing of e-votes / app votes / e-mail votes can be done by preparing an XL sheet or by physically printing the e-votes / app votes / e-mail votes or the **Scrutiny Committee can do it through a separate EVM with the permission of all the contestants taken in writing, under their supervision along with the counting of EVM / in-person ballot votes.**

- 49) Members of Scrutiny Committee will count all the e-votes / app votes / e-mail votes / in-person ballot votes or EVM votes and declare the electoral results after getting the approval & signatures from the Returning Officer of the Scrutiny Committee and Convener of the Election Facilitation Committee. All the contestants need to sign on the declared electoral result sheet.
- 50) Any Contestant can make a written complaint regarding the election process, if the election process is being flouted by any contestant or any member of the Scrutiny Committee when it is happening or is about to happen to the Returning Officer present at the venue (in case the election process is still on) or in case **if the election process has happened then** by writing to the Returning Officer of the Scrutiny Committee or to the Registrar of Trade Union within Ten (10) Days after the electoral results have been declared.
- 51) Returning Officer will submit the Election Report after entertaining and resolving any dispute case(s) if any, within Twenty (20) Working Days after the electoral results have been declared and the incumbent Managing Committee will share this Election Report with the newly elected Managing Committee members in their first joint meeting held immediately after the Election Report has been submitted to complete the handover. The newly elected Managing Committee may share this Election Report with the valid Permanent Junior / Associate / Active / Senior / Life Members if it deems fit.
- 52) The responsibility of submitting the electoral results to the Registrar of Trade Union, FWICE and to any other entity lies with the newly elected Managing Committee.
- 53) WICA souvenirs (referred as freebee) will not be distributed to the valid Permanent Junior / Associate / Active / Senior / Life Members in the election year AGBM / SGBM but can be distributed in the other AGBM / SGBM.

#### **[14] SUB-COMMITTEES:**

##### **1) FOREIGN DOP (F-DoP) CUM ENROLLMENT COMMITTEE:**

- a) The F-DoP cum Enrollment Committee shall have Five (5) members including a Convener and a Deputy Convener who are suitable, capable and available. The F-DoP cum Enrollment Committee shall act impartially without fear or favour, affection or ill will and scrutinise all the applications with utmost care and with full responsibility while admitting new Permanent / Temporary members or readmitting / upgrading existing Permanent members / issuing NOC according to the criteria, terms and conditions mentioned in the Byelaws hereinabove, and anything else pertaining to such matters under its purview.
  - b) The F-DoP cum Enrollment Committee shall act impartially without fear or favour, affection or ill will and scrutinise all the applications with utmost care and full responsibility while issuing the Renewable / Limited Temporary Membership / NOC to OCIs / foreign DoPs according to the criteria, terms and conditions mentioned in the Byelaws hereinabove, and anything else pertaining to such matters under its purview.
- I. In case if any F-DoP cum Enrollment Committee member's relative has applied for the WICA membership, the said member will have to disclose his / her relationship with the applicant to the F-DoP cum Enrollment Committee and will recuse / excuse himself / herself from the meeting in which the said applicant's membership is to be approved.

**2) WELFARE COMMITTEE:**

- a) The Welfare Committee shall have Five (5) members including a Convener and a Deputy Convener who are suitable, capable and available. The Welfare Committee shall act impartially without fear or favour, affection or ill will and scrutinise all the applications with utmost care and full responsibility while sanctioning any of the welfare benefits according to the criteria, terms and conditions mentioned in the Byelaws hereinabove, and anything else pertaining to such matters under its purview.
  - I. In case if any Welfare Sub-Committee member's relative has applied for any welfare benefit, the said member will have to disclose his / her relationship with the applicant to the Welfare Committee and will recuse / excuse himself / herself from the meeting in which the said applicant's welfare benefit is to be approved.
  - II. **All the sanctioned welfare benefits by the Welfare Committee will need the final approval of the Managing Committee.**

**3) CARE & CONCERN COMMITTEE:**

- a) The Care & Concern Committee shall have Five (5) members including a Convener and a Deputy Convener who are suitable, capable and available. The Care & Concern committee shall act impartially without fear or favour, affection or ill will, verify and collect yearly subscription fee / readmission fee / up gradation fee from the Permanent Junior / Associate / Active / Senior members and Renewable Temporary Members' yearly fee or Limited Temporary Members' per day / per project / one time fee from the F-DoPs working on the location / sets and haven't paid their yearly / per day / per project / one time fees, with utmost care and full responsibility according to the criteria, terms and conditions mentioned in the Byelaws hereinabove, and anything else pertaining to such matters under its purview.
  - I. In case if anyone is working in the cinematography department without WICA's Permanent Junior / Associate / Active / Senior / Life / Temporary Membership card or NOC, the Care & Concern Committee will not force and enroll such Indian citizens on the location / sets but will request and inform them about the welfare benefits and protection WICA provides to its members. The Care & Concern Committee will request him / her to fill in the application form of WICA on location / set / in WICA office if he / she willingly agrees to become a member of WICA. The F-DoP cum Enrollment Committee shall approve his / her application as per the criteria, terms and conditions mentioned in the Byelaws hereinabove, In case if a foreigner is working in the cinematography department and he / she doesn't have the Renewable / Limited Temporary Membership card or NOC of WICA or work permit / work visa or he / she is working on a tourist visa issued by the Indian Govt., the Care & Concern Committee will report the matter to the nearest police station / FRRO for the legal recourse.

**4) DISPUTE COMMITTEE:**

- a) The Dispute Committee shall have Five (5) members including a Convener and a Deputy Convener who are suitable, capable and available. The Dispute Committee shall act impartially without fear or favour, affection or ill will and attend to all the financial dispute matters of WICA's Permanent Junior / Associate / Active / Senior / Life members with their producers & co-members with utmost care and full responsibility; shall be fare to all the parties involved and shall try to solve the financial dispute amicably; shall follow strictly the criteria, terms and conditions mentioned in the Byelaws hereinabove, and anything else pertaining to such matters under its purview.

5) **ACCOUNTS & ADMINISTRATIVE (A & A) COMMITTEE:**

- a) The A & A Committee shall have Five (5) members including a Convener and a Deputy Convener who are suitable, capable and available. The A & A Committee shall act impartially without fear or favour, affection or ill will and formulate the SOPs (Standard Operational Procedures) for the staff, Managing Committee / Sub-Committee Members, supervise the day-to-days' administration and accounts of WICA with utmost care and full responsibility according to the criteria, terms and conditions mentioned in the Byelaws hereinabove, and anything else pertaining to such matters under its purview.
- I. The Treasurer shall not be the part of A & A Committee being a fiduciary.
- II. SOPs and Memos for the staff, Managing Committee / Sub-Committee members shall be formulated and issued for the better administration of WICA from time to time by the A & A Committee.

6) **BYELAWS & RESOLUTION COMMITTEE:**

- a) The Byelaws & Resolution committee shall have Five (5) members including a Convener and a Deputy Convener who are suitable, capable and available. The Byelaws & Resolution committee shall become familiar with the objectives, aims, purposes and activities of the Association and shall be responsible for the creation, amendments, maintenance and implementation of the WICA's Byelaws, according to the criteria, terms and conditions mentioned in the Byelaws hereinabove, and anything else pertaining to such matters under its purview.
- I. Byelaws of WICA shall depict clearly the relevant and critical rules, regulations, policies & procedures by which the Association will operate to achieve its aims, objectives and purposes; shall depict clearly the restrictions, powers, liabilities, responsibilities and duties of its Office Bearers, Executive Members, Conveners, Members of the Sub-Committees, Representatives of WICA, special invitees, valid Permanent Apprentice / Junior / Associate / Active / Senior / Life and Renewable / Limited / Regional Temporary Members and Employees.
- II. The Byelaws & Resolution Committee on its own initiative or as requested by the Managing Committee, the President, General Secretary; shall study problems concerning the Association, its administration, its members and Byelaws; interpret Bylaws clauses, statutes & questions; draft possible amendments to the Byelaws and implement solutions to Byelaws related problems.
- III. The Byelaws & Resolution Committee shall also become familiar with the efficacy of the Byelaws and after due diligence shall make a report to the Managing Committee before every Annual General Body Meeting that shall include any recommended amendments to add, alter, amend, change, abridge, substitute, rescind, abrogate in whole or in part of the prevailing Byelaws for the betterment of general management of the Association and its valid Permanent / Temporary members, so long as these are not repugnant to these rules or to the provisions of law of the land or Trade Union Act 1926 or GST Act and Income Tax Act of 1961.

(A) **Preparing & Amending the Byelaws**

- a) The Byelaws & Resolution Committee shall serve as a resource on proposed byelaws and offer advisory opinions on drafting and amending the Byelaws. The Byelaws & Resolution Committee is responsible for gathering all the information necessary to draft and amend the Byelaws. The Members of the Byelaws & Resolution Committee shall read and do some research on the Byelaws of other similar organisation in the



similar field as well as other entities which are Tax-exempted like WICA. The Byelaws & Resolution Committee shall also gather all existing organisational rules, regulations, policies and procedures under the law for inclusion or reference or amendments in the Byelaws. Where rules, regulations, policies and procedures don't exist, the Byelaws & Resolution Committee shall draft wording or amend the existing byelaws to address the issues concerning WICA's management ahead of the approval by the Managing Committee / AGBM / SGBM and when suggested for any changes in the drafted and proposed amendments at the Managing Committee meeting by any of the Managing Committee member(s) or at the AGBM / SGBM by any of the valid Permanent Junior / Associate / Active / Senior / Life member(s) the Byelaws & Resolution Committee must keep in mind whether there are any conflicts or inconsistencies with the WICA's aims and objectives in the suggested changes. In case if there are any conflicts or inconsistencies with the WICA's aims and objectives in the suggested changes, the Byelaws & Resolution Committee shall advise the Managing Committee Members / valid Permanent Junior / Associate / Active / Senior / Life members on means of resolving and avoiding such conflicts or inconsistencies among the Byelaws.

- b) The Byelaws & Resolution Committee shall maintain an official text of the Byelaws incorporating all changes as confirmed, approved and ratified by the AGBM / SGBM and adopted by the Managing Committee to implement and shall verify all published texts of the Byelaws as correct. The Byelaws & Resolution Committee shall keep the records of such amended, approved, ratified and adopted byelaws in a dedicated Byelaws register as well as in a Byelaws folder on the computer & hard drive and on the website for future references.
- c) The Byelaws & Resolution Committee shall request the Managing Committee to take action when necessary to bring Byelaws into conformity.

**(B) Getting Approval of Byelaws**

- a) The Managing Committee shall include in the agenda of the Managing Committee meeting to discuss and approve the proposed / suggested amendments and circulate the draft of the proposed / suggested amendments in the byelaws ahead of the Managing Committee meeting to give Office Bearers and Executive Members minimum of 7 (Seven) clear days time to read and ask questions. The Managing Committee shall approve the proposed / suggested Byelaws by majority vote of more than Fifty Percent (50%) at a Managing Committee meeting that has a quorum of Office Bearers and Executive Members in attendance. If there are any changes suggested and approved thereof by the Office Bearers and Executive Members, the Byelaws & Resolution Committee shall prepare a new draft incorporating those changes approved by the Managing Committee members. The Managing Committee may decide to get these approved amendments vetted by a lawyer before sending it to the AGBM / SGBM. The Convener of the Byelaws & Resolution Committee shall present and table the vetted version of the draft of the proposed / suggested amendments of the Byelaws at the AGBM / SGBM for final confirmation, approval & ratification. In case if there are any further changes suggested at AGBM / SGBM the Byelaws & Resolution Committee shall incorporate these changes into the amendments there & then and get the approval and ratification by the AGBM / SGBM. The Managing Committee may decide to get these approved & ratified amendments vetted again by a lawyer before sending it to the Registrar's office. And the Managing Committee shall adopt those finally vetted amendments for implementation.

**(C) Ratification & Implementation of the Byelaws**

- a) Once the amendments are confirmed, approved and ratified by the AGBM / SGBM & vetted by the lawyer and have been submitted with the Registrar of Trade Union, the Association adopts the amendments for implementation notwithstanding its approval from the Registrar of Trade Union within a month from the date it has been submitted with the Registrar. The Byelaws & Resolution Committee makes copies of the version

ratified & vetted and submitted with the Registrar of Trade Union in English (if possible in Hindi / Marathi also) and that shall be available for information in WICA's office for the Office Bearer, Executive Member, Conveners, Members of the Sub-Committees, Permanent Junior / Associate / Active / Senior / Life members / Renewable / Limited / Regional Temporary Members / Members on request to the General Secretary / Office Secretary. And these shall also be uploaded on the website of WICA for general information. The Byelaws & Resolution Committee supplies the ratified & vetted version of the Byelaws to the Managing Committee and to all the Sub-Committee(s) to apply the relevant sections to the valid Permanent Junior / Associate / Active / Senior / Life members / Renewable / Limited / Regional Temporary members / Conditional Members and employees hereinafter. All the policies and procedures referenced in the ratified & vetted Byelaws must be implemented in the areas where they apply, such as the management, election, welfare, enrollment, disputes, accounts, etc.

- b) All such Byelaws confirmed, approved and ratified by the AGBM / SGBM, vetted by the lawyer and submitted with the Registrar of Trade Union shall be binding on the Office Bearers, Executive Members, Conveners, Members of the Sub-Committees, Permanent Junior / Associate / Active / Senior / Life members / Renewable / Limited / Regional Temporary Members / Conditional Members, Special invitees, Representatives and employees of WICA.

**(D) Managing Updates of Byelaws**

- a) The Byelaws & Resolution Committee shall make note of the issues evolved throughout the year that may require amendment of Byelaws to tackle / resolve those issues concerning WICA and its Office Bearers, Executive Members, Conveners, Members of the Sub-Committees, Permanent Junior / Associate / Active / Senior / Life members / Renewable / Limited / Regional Temporary Members / Conditional Members, Special invitees, Representatives and employees of WICA and shall create a draft with number of amendments required to these Byelaws ahead of the WICA's AGBM / SGBM.

**7) ELECTION FACILITATION COMMITTEE:**

- a) The Election Facilitation Committee shall have at least Five (5) members including a Convener and a Deputy Convener who are suitable, capable and available. The Election Facilitation Committee shall act impartially without fear or favour, affection or ill will and help the Managing Committee in the preparation of election during the election year of WICA and shall provide all the logistical support to the Returning Officer / Scrutiny Committee and shall apprise the Returning Officer / Scrutiny Committee of all the criteria, terms and conditions regarding the objectives / admission / readmission / subscription / disqualification / resignation / suspension / expulsion / election procedure mentioned hereinafter in the prevailing Byelaws, and anything else pertaining to such matters under its purview.

**8) WEBSITE COMMITTEE:**

- a) The Website Committee shall have at least Five (5) members; Three (3) members from the Managing Committee and Two (2) Members from outside either a valid Permanent Junior / Associate / Active / Senior / Life member or / and any other web expert and only a suitable and capable Managing Committee member shall be the Convener of this committee. The Website Committee shall be in charge of creating, posting, updating and maintaining the website; solicit ads to make it self-sufficient and managing the security of all the information on WICA's computers will be one of the most important function of this committee, the Website Committee shall follow and work according to the Byelaws mentioned hereinabove, and anything else pertaining to such matters under its purview.

- 9) **AGM COMMITTEE:**
- a) The AGM Committee shall have Five (5) members including a Convener and a Deputy Convener who are suitable, capable and available. The AGM Committee shall act impartially without fear or favour, affection or ill will, attend to all the requirements required for the AGM with utmost care and full responsibility; shall follow strictly the criteria, terms and conditions mentioned in the Byelaws hereinabove, and anything else pertaining to such matters under its purview.
- 10) **FACT FINDING CUM STEERING COMMITTEE:**
- a) The Fact Finding cum Steering Committee shall have Five (5) members including President, General Secretary and Three (3) Senior / Life Members of a good standing from the general body and their selection shall be decided at the AGBM / SGBM by the valid Permanent Junior / Associate / Active / Senior / Life Members. Whenever required, the Fact Finding cum Steering Committee shall act impartially without fear or favour, affection or ill will and look after all the crucial and contentious matters concerning the increase of any financial perks to the Office Bearers / Executive Members of the Managing Committee, election process, mismanagement of finance, legal complications or any other matter of a serious concern according to the criteria, terms and conditions mentioned in the Byelaws hereinabove, and anything else pertaining to such matters under its purview.
- b) The Fact Finding cum Steering Committee shall have the absolute right to cancel, disqualify, expel, blacklist or bar any Permanent Junior / Associate / Active / Senior / Life / Temporary Member who is found to have been guilty of damaging the interest and reputation of WICA from the membership of WICA and barring them to contest, nominate and vote for certain terms or for life. Such action of the Fact Finding cum Steering Committee needs to be confirmed by the ensuing AGBM / SGBM.
- 11) **COMMUNICATION COMMITTEE:**
- a) The Communication Committee shall have 3 (Three) members including a Convener who are suitable, capable and available. The Communication Committee shall act impartially without fear or favour, affection or ill will, operate and supervise the google mailing group of WICA with utmost care and full responsibility according to the criteria, terms and conditions mentioned in the Byelaws hereinabove, and anything else pertaining to such matters under its purview.
- b) The Communication Committee will have the discretion and absolute right to screen all the postings by the valid Permanent Junior / Associate / Active / Senior / Life Members on the google mailing group, any post found to be '**not suitable**' or '**objectionable**' would be removed by the Communication Committee. The valid Permanent Junior / Associate / Active / Senior / Life Member posting any unsuitable / objectionable post will be warned and not paying any heed to such warning such member will be removed from the google mailing group. The decision of the Communication Committee will be final and no further discussion or / and complaint will be entertained.
- [15] TERM OF OFFICE:**
- a) Ordinary Term of Office for each Office Bearer and Executive Member of the Managing Committee of WICA shall be of **One (1) Term**, which would be for a period of **Three (3) consecutive years**, unless sooner terminated by death, incapacity, resignation, suspension and expulsion / forced expulsion or for any other reason mentioned hereinafter in these byelaws.
- b) In case if any valid **Permanent Junior / Associate / Active / Senior / Life Member** who has been co-opted

**[15] VACANCIES AND REMOVALS:**

- (i) Should any vacancy occur, among the Office Bearers or among the elected members of the Managing Committee, it shall be duly filled by the Managing Committee by **co-opting** any suitable / eligible member of the Association.
- (ii) Any Office Bearer of the Association or an elected member of the Managing Committee can be removed at the General Body Meeting of the members by a three fourth majority attending the AGBM, for the reasons of committing any kind of financial fraud or having acted against the interest of the Association or members of the Association, provided the Office Bearer or the Elected Committee Member who is to be removed, is given adequate opportunity to defend himself for his misconduct before the General Body.

in the Managing Committee within the **first half of the 18 (Eighteen) months** of the current term of Three (3) consecutive years will be treated as he / she has served on **one full term of Three (3) years**.

- c) In case if any valid **Permanent Junior / Associate / Active / Senior / Life Member** who has been co-opted in the Managing Committee within the **second half of the 18 (Eighteen) months** of the current term of **Three (3) consecutive years** will not be treated as he / she has served on **one full term of Three (3) years but it would be treated as a Voluntary Bonus Term** served, not to be counted in his / her eligibility to contest the election.
- d) Only a valid **Permanent Junior / Associate / Active / Senior / Life Member** can serve on the Managing Committee as Executive Members or Office Bearers for maximum of Two (2) Terms of Three (3) consecutive years. He / she who has served on the Managing Committee for the Two (2) consecutive terms he / she after the gap of Two (2) terms could contest the election again and serve for Two (2) consecutive terms again. In case if any member who has served for One (1) term but doesn't win in the next consecutive election year he / she is eligible to contest the next election and can serve for the next Two (2) consecutive terms if elected. **This will be affected retroactively.**

**[16] VACANCY, TERMINATION AND CO-OPTION:**

Vacancies and terminations in the Managing Committee / Sub-Committee may occur due to the following reasons:

1. Every Office Bearer or Executive Member of the Managing Committee of WICA will be at liberty to resign from his / her office by addressing his / her resignation letter to the President or General Secretary of WICA and submitting it in-person by hand or courier / post / e-mail to the President / General Secretary / WICA office. Such resignation shall take effect on the date and at the time specified therein or in case if no date and time is specified, a resignation shall become effective on the date and at the time mentioned by the Managing Committee of WICA when accepting the same and the General Secretary shall inform the said Office Bearer or Executive Member of the same.
2. An Office Bearer or Executive Member of the Managing Committee shall cease to be a member of the Managing Committee of WICA if he / she has been 'Forced Resigned / Suspended as Irresponsible Absentee' or 'Forced Expelled as Habitual Absentee'.

A Member of any of the Sub-Committee(s) shall cease to be a member of the Sub-Committee(s) of WICA if he / she has been 'Forced Resigned / Suspended as Irresponsible Absentee' or as 'Habitual Absentee'.

Any such Office Bearer or Executive Member shall cease to be a member of the of the Managing Committee of WICA if he / she fails to attend 3 (Three) consecutive meetings with or without the 'Leave of Absence' request (will be referred hereinafter as 'Irresponsible Absentee') from the day of him / her being elected / co-opted. The General Secretary / Office Secretary shall inform the Managing Committee of such 'Irresponsible Absentee(s)' in the ensuing meeting when he / she has already been marked as absent / LOA for the third consecutive meeting. A show cause notice of his / her removal from the Managing Committee shall be sent to such 'Irresponsible Absentee' with pertaining byelaws and records of his / her Three (3) consecutive excused / unexcused absences. Such 'Irresponsible Absentee' shall be given Fifteen (15) days time to reply to the show cause notice. Such 'Irresponsible Absentee' will be considered to have been 'Forced Resigned / Suspended as Irresponsible Absentee' from the Managing Committee after his / her reply to the show cause notice sent to him / her is found to be unsatisfactory / unreasonable / unauthentic and firstly he / she should be asked to resign from the post by the Managing Committee. In case if he / she doesn't resign, the Managing Committee has the absolute right to suspend him / her for the period Managing Committee deems proper. The General Secretary / Office Secretary shall officially inform to that 'Irresponsible Absentee' of his /

her 'Forced Suspension'. Managing Committee shall recommend for the expulsion of such 'Forced Suspended Office Bearer or Executive Member'. A new Office Bearer or Executive Member shall be co-opted according to the procedure of co-option mentioned herein in these Byelaws. The matter of such 'Forced Suspended' Office Bearer or Executive Member shall be referred to the ensuing AGBM / SGBM for his / her expulsion. The decision by the affirmative vote of at least 2/3<sup>rd</sup> (two-third) members present at the AGBM / SGBM will be final and such 'Forced Expelled' Office Bearer or Executive member will not be eligible to contest, nominate and vote in the next election.

Any Office Bearer or Executive Member shall cease to be a member of the of the Managing Committee of WICA if he / she fails to attend minimum of **SIX (6)** out of **TWELVE (12)** mandatory and 50% or closer to 50% of any additional Meetings (will be referred hereinafter as 'Habitual Absentee') held in one (1) year (Twelve months) from the day of him / her being elected / co-opted notwithstanding grant of 'Leave of Absence' is a good ground for his / her disqualification and expulsion. The General Secretary / Office Secretary shall inform the Managing Committee of such 'Habitual Absentee(s)' in the last Managing Committee meeting of the said year after calculating the yearly attendance records of all the Managing Committee Members. A show cause notice of his / her disqualification and expulsion shall be sent to such 'Habitual Absentee' with pertaining byelaws and records of his / her excused / unexcused absences. Such 'Habitual Absentee' shall be given Fifteen (15) days time to reply to the show cause notice. Such 'Habitual Absentee' will be 'Forced Expelled' in case his / her reply to the show cause notice sent to him / her is found to be unsatisfactory / unreasonable / unauthentic by the Managing Committee and shall be treated as either a 'Forced Expelled Office Bearer' or 'Forced Expelled Executive Member' of the Managing Committee. And such 'Habitual Absentee' shall also be informed of his / her 'Forced Expulsion' with cause when affected. And such 'Forced Expelled Office Bearer' or 'Forced Expelled Executive Member' terminated as a result of such 'Forced Expulsion' shall not be eligible to contest, nominate or vote in the election of WICA for the next term. Such 'Forced Expelled' cases would not be referred to the AGBM / SGBM.

In case if an Office Bearer has been 'Forced Resigned / Suspended / Expelled' then his / her post will be filled by co-opting an Associate / Associate Senior / Associate Life / Active / Active Senior / Active Life member from the existing Managing Committee who is suitable, capable and available. In an exceptional case of any Executive Member who is perfectly capable and suitable for a particular post he / she could be co-opted notwithstanding the criteria of being an Associate / Active member.

In case if an Executive Member has been 'Forced Resigned / Suspended / Expelled' or has been elected / promoted / co-opted as an Office Bearer then the contestant who had lost the last election by the closest margin to the last winner will be co-opted to the Executive Member's post as per the procedure of co option laid out herein in these byelaws.

3. Any Member of the Sub-Committee may take 'Leave of Absence' from the Sub-Committee meeting but failing to attend **Three (3)** Consecutive Sub Committee Meetings (referred hereinafter as 'Irresponsible Absentee') or at least minimum of 50% or closer to 50% of the total Sub Committee Meetings (referred hereinafter as 'Habitual Absentee') held in one year (Twelve months) from the day of him / her being selected / elected / co-opted notwithstanding the grant of 'Leave of Absence' is a good ground for disqualification and Forced Resignation / Suspension. Such 'Irresponsible Absentee' / 'Habitual Absentee' may resign on his / her own when sent a show cause notice. In case he / she doesn't resign on his / her own. Such Member of the Sub-Committee shall be declared as an 'Irresponsible Absentee' / 'Habitual Absentee' and is considered to have been 'Forced Suspended'. The Office Secretary shall officially inform to such 'Irresponsible Absentee' /



'Habitual Absentee' of his / her "Forced Suspension" when affected from the said Sub-Committee with pertaining byelaws and records of his / her excused / unexcused absences and no appeal shall be entertained by the Convener / Managing Committee for such 'Forced Resignation / Suspension'. A suitable, capable and available executive member of the Managing Committee will be co-opted in his / her place in consultation with the President, General Secretary & Convener and the outgoing 'Forced Resigned / Suspended' Member of the Sub-Committee will not be eligible to be inducted on any other Sub Committee for his / her remaining term of the Managing Committee.

4. In case of a death of any of the Office Bearer / Executive Member of the Managing Committee / Convener / Member of the Sub-Committee.
5. In case if an Office Bearer or Executive Member who has been convicted by any court for any civil or criminal offence. He / she shall be disqualified / expelled / blacklisted / barred immediately for life to contest, nominate and vote on moral grounds, however he / she may be allowed to contest, nominate and vote in the future election once proven 'Not Guilty' by the higher court.
6. In case if any Office Bearer or Executive Member is adjudged by a competent court / medical expert to be of unsound mind (insanity). He / she shall be disqualified / expelled / blacklisted / barred immediately for life to contest, nominate and vote, however he / she may be allowed to contest, nominate and / or vote in the future election once cured and certified by any competent court / medical expert.
7. In case if any Office Bearer or Executive Member has migrated abroad / out of the Western Zone for good.
8. Any Office Bearer or Executive Member of the Managing Committee can be disqualified / expelled / blacklisted / barred for life to contest, nominate and vote for a 'just cause' by AGBM / SGBM from WICA by the affirmative vote of at least 2/3<sup>rd</sup> (Two third) of the valid Permanent Junior / Associate / Active / Senior / Life Members present at the AGBM / SGBM when such disqualification / expulsion / blacklisting / barring has been recommended by the Managing Committee at the AGBM or at the SGBM expressly called for that purpose at which quorum is present, and a 'written notice' of the intention to act upon such Office Bearer(s) or Executive Member(s) shall have been given in the agenda of such AGBM not less than Thirty (30) clear days in advance / in case of SGBM not less than Fifteen (15) clear days in advance on the recommendation of the Managing Committee for the reasons of committing any kind of financial fraud or helping anyone directly or indirectly to commit misappropriation of funds or found to have gained financially or in kind or via obligation having conflict of interest and not disclosing it or developing a competing interest or having a dishonest intent and having acted against the interest of WICA or its valid Permanent Junior / Associate / Active / Senior / Life Members or misusing the virtue of WICA for personal gain, favoritism, gross negligence, oppressions in office that are detrimental to the aims, objectives, administration, activities, funds and property of WICA or having acted against the instruction or refusing to follow the instructions of the Managing Committee or having refused to perform his / her duties diligently as an Office Bearer or Executive Member or Convener or Member of any of the Sub-Committees mentioned hereinabove in these byelaws and at the discretion of the General Body as indicated by such vote, such disqualification or expulsion or blacklisting or barring for life to contest, nominate and vote would be in the best interests of WICA and its valid Permanent Junior / Associate / Active / Senior / Life Members provided the Office Bearer(s) or the Executive Member(s) who is / are to be disqualified / expelled / blacklisted / barred is / are given adequate opportunity to defend himself / herself for his / her misconduct before the Managing Committee and General Body. But the final decision will be of the General Body.
9. An Office Bearer or Executive Member or Convener or Member of any of the Sub-Committees terminated / disqualified / expelled / blacklisted / barred as a result of such enforced expulsion by the AGBM / SGBM shall not be eligible to contest, nominate and vote in the election of WICA forever and shall be declared as 'Barred for Life'.
10. In case if a vacancy has occurred in the post of Office Bearer due to any of the reasons mentioned

hereinabove in the Managing Committee, the Managing Committee will elect unanimously a suitable, capable and deserving Executive Member from the Managing Committee who is a Permanent Associate / Associate Senior / Associate Life / Active / Active Senior / Active Life member to fill that post of Office Bearer within 30 (Thirty) days since the post has been vacated. In case if there is no consensus on one candidate then by voting as per the voting procedure for co-option mentioned herein in these byelaws. And in case if none of those suggested / elected names are able to accept the responsibility of the Office Bearers' post and submit their inability to fill that post in writing then the Managing Committee may unanimously invite the contestant from valid Permanent Associate / Associate Senior / Associate Life / Active / Active Senior / Active Life Member category (Junior Members are not eligible for Office Bearers' post but in case if someone is perfectly capable and suitable, the Managing Committee may make informed decision to co-opt him / her) who had lost the last election by the closest margin to be co-opted to the Office Bearer's post as per the procedure laid out hereinabove in these byelaws. In case if there are two or more such contestants who had lost the election to the last winner with the same margin, then picking up of names by lot will decide which contestant is to be invited first, second and so on for co-option and in case if none of these contestants are able to accept the responsibility and submit their inability to fill that Office Bearer's post in writing or In case if there is no one from the valid Permanent Associate / Associate Senior / Associate Life / Active / Active Senior / Active Life Member category who had contested the last election then Managing Committee may unanimously decide to invite and co-opt any capable, suitable, available and deserving valid Permanent Associate / Associate Senior / Associate Life / Active / Active Senior / Active Life Member. And in case if there is no consensus for any one of the suggested names of valid Permanent Associate / Associate Senior / Associate Life / Active / Active Senior / Active Life Member, the Managing Committee may then invite and co-opt that valid Permanent Associate / Associate Senior / Associate Life / Active / Active Senior / Active Life Member whose name has been picked by picking up the lot out of those suggested names for the remaining unexpired term by the Managing Committee.

11. In case if an Executive Member who has been elected as an office bearer and has accepted the post of the Office Bearer then to fill that vacated Executive Members' post or in case if any vacancy has occurred in the post of Executive Member due to any of the reasons mentioned hereinabove, the Managing Committee will first invite the contestant who had lost the last election to the last winner by the closest margin for the co-option to fill that vacated Executive Members' post in the Managing Committee. In case if there are two or more contestants who lost the election to the last winner with the same margin of votes, then picking up of a name from the lot will decide which contestant is to be invited first, second and so on for co-option and in case if after the co-option none of these contestants are able to accept the responsibility and submit their inability to fill that Executive Members' post in writing or In case if there is no one else who had contested the last election or in case if all the Executive Members were declared winners uncontested then the Managing Committee may unanimously decide and invite any capable, suitable and available valid Permanent Junior / Junior Senior / Junior Life / Associate / Associate Senior / Associate Life / Active / Active Senior / Active Life Member for co option. And in case if there are more than one names proposed and seconded and there is no consensus on any one of the proposed name, the Managing Committee may then invite and co-opt that member whose name has been picked from the lot of those suggested names for the remaining unexpired term by the Managing Committee. The co-option of the Executive Member shall be done within 30 (Thirty) days since the post has been vacated.
  - a) Should the office of the President become vacant, the Managing Committee shall automatically exercise all powers, duties, rights, and responsibilities of the President's office prescribed in the byelaws hereinafter until such time a successor is co-opted.
  - b) No vacancy on the Managing Committee and no irregularity in the co-option of an Office Bearer or Executive Member for whatever reason shall invalidate any MOU passed & signed, any decision made or action taken

**[17] DUTIES OF AN OFFICE BEARER:**

The President and the Vice Presidents will preside over the meetings of the Association and of the Managing Committee, preserve orders, sign all minutes and shall be allowed to give casting vote only. The President only shall have the power, if necessary, to call any special Managing Committee meetings and/or whenever necessary to call any Special General Body Meetings of the Association. The Vice Presidents shall function in place of the President, during his absence only. But if the President or the Vice President is not present for the meeting, the quorum of members present shall have the power to elect a Chairman from amongst the members to conduct the present meeting only.

**[22] DUTIES OF ELECTED WICA MEMBER IN FWICE'S MC:**

The Office Bearer / Managing Committee member who has been elected as a representative of WICA in FWICE'S Managing Committee shall submit regularly his/her report to the Managing Committee to update the on-goings in FWICE and must keep the MC in loop regarding any matter concerning WICA or/and concerning the matters of the Cine Employees.

or resolution proposed and passed or financial disbursement sanctioned by rest of the Managing Committee.

**[17] INELIGIBILITY TO BE AN OFFICE BEARER OR EXECUTIVE MEMBER:**

- a) An Office Bearer or Executive Member shall become automatically / by default ineligible to act as an Office Bearer or Executive Member of the Managing Committee of WICA or to remain as a representative of WICA to FWICE or any other forum / craft association, causing a vacancy in the Managing Committee on the happening of any of the following events:
  - I. If any Office Bearer or Executive Member asserts claim on WICA's properties or funds;
  - II. If any Office Bearer or Executive Member makes any profit by virtue of his / her fiduciary position;
  - III. If any Office Bearer or Executive Member has not disclosed the conflict of interest he / she has in any matter has gained financially / favourably in cash / kind / obligation;
  - IV. If any Office Bearer or Executive Member has been found with a dishonest intent in any matter and he / she has gained financially / favourably in cash / kind / obligation;
  - V. If any Office Bearer or Executive Member accepts and holds any Office of Profit in WICA;
  - VI. If any Office Bearer or Executive Member is convicted of felony or any offence involving moral turpitude;
  - VII. If any Office Bearer or Executive Member commits a material breach of fiduciary duty;
  - VIII. If any Office Bearer or Executive Member is incapacitated;
  - IX. If any Office Bearer or Executive Member is adjudged by a competent court / medical expert to be of unsound mind (insanity);
  - X. If any Office Bearer or Executive Member has migrated abroad / out of the Western Zone for good;
  - XI. If any Office Bearer or Executive Member is Disqualified, suspended or Expelled by the Managing Committee under these Byelaws;
  - XII. If any Office Bearer or Executive Member is Disqualified or Expelled or Blacklisted or Barred by the 2/3<sup>rd</sup> (Two third) majority of the AGBM / SGBM under these Byelaws;
  - XIII. If any Office Bearer or Executive Member is Disqualified or Expelled or barred by the Election Officer under these Byelaws;
- b) The General Secretary / Office Secretary shall inform the concerned member of his / her ineligibility to remain as an Office Bearer or Executive Member with cause when effected.

**[18] GENERAL DUTIES AND LIABILITIES:**

- a) First and foremost duties among Office Bearers / Executive Members / Conveners / Members of the Sub-Committee / Representatives of WICA is to hold, manage, and care for the property and funds of WICA under the terms and conditions of its Byelaws. An Office Bearer / Executive Member / Convener / Member of the Sub-Committee / Representative of WICA cannot delegate its fiduciary duties, neither can an Office Bearer / Executive Member / Convener / Member of the Sub-Committee / Representative of WICA delegate his / her office unless otherwise mentioned in these byelaws, to another Office Bearer / Executive Member / Convener / Member of the Sub-Committee / Representative of WICA nor act singly / arbitrarily. The Office Bearer / Executive Member / Convener / Member of the Sub-Committee / Representative of WICA is bound to acquaint himself / herself thoroughly with the Byelaws of WICA, financial obligations, nature of property and funds of WICA; shall make sure that property and funds are utilised for the proper management and administration of WICA; shall expend the funds or sanction benefits only to the eligible valid Permanent Junior / Associate / Active / Senior / Life / Honorary Life Members / Colleagues of the film industry as per the

**[18] DUTIES OF THE GENERAL SECRETARY:**

The Duties of the General Secretary in the Association are to transcribe the minutes of the meetings of the Association and of all Committees, convene all meetings, communicate with all Members, execute all correspondence, supervise and maintain all accounts and exercise supervision over the entire affairs and all legal matters of the Association and also maintain correct accounts of all receipts, payments and expenditures of the Association. He shall be responsible for submitting within the stipulated period to the Registrar of Trade Unions the Association returns, documents, notices, accounts and miscellaneous instruments under the Trade Union Act, 1926. He shall have the power to engage/appoint in consultation with the President and subject to approval/confirmation of the

directions of these Byelaws provided they are not impracticable or illegal. An Office Bearer / Executive Member / Convener / Member of the Sub-Committee / Representative of WICA acts as a fiduciary to WICA and to its valid Permanent Junior / Associate / Active / Senior / Life / Honorary Life / Temporary Members / Colleagues of the film industry, as such he / she is to exercise a high degree of care for the property and funds entrusted to him / her by the Managing Committee to manage and to execute any project, event, assignment or any other task.

- b) Generally stated, an Office Bearer / Executive Member / Convener / Member of the Sub-Committee / Representative of WICA is to deal and act in regards to WICA's property and its funds in the manner in which a man of ordinary prudence, discretion and judgment would treat / act in the management and execution of his / her own financial affairs.
- c) The liability of Office Bearers / Executive Members / Conveners / Members of the Sub-Committee / Representatives of WICA may arise by virtue of being in a fiduciary position (Key Person). He / she will be liable for breach of trust in case of negligence, omission, misappropriation or deviation in the execution of the employment of WICA's property and funds or acting against the directions of these Byelaws of WICA, the Office Bearers / Executive Members / Conveners / Members of the Sub-Committee / Representatives of WICA are liable to make good the loss sustained either to the WICA's property or to its funds.
- d) If an Office Bearer or Executive Member of the Managing Committee or Convener / Member of any of the Sub-Committee / Representative of WICA ceases to be a member of the Managing Committee or / and WICA for whatever reasons mentioned hereinabove, such Office Bearer or Executive Member or Convener / Member of the Sub-Committee / Representative of WICA must within 15 (Fifteen) days give to the General Secretary of the Managing Committee / WICA office all the documents, funds and properties belonging to WICA which is in his / her official / personal possession.
- e) All Office Bearers, Executive Members and Conveners / Members of the Sub-Committee(s) / Representatives of WICA shall promote the aims and objectives of WICA and shall do nothing to bring WICA into disrepute.

**[19] DUTIES AND ROLE OF PRESIDENT & VICE PRESIDENT:**

- a) The President will preside over all the Managing Committee / AGBM / SGBM meetings of WICA, preserve orders, sign all minutes when present and shall have the right to give casting vote only, that is, second vote. Only the President shall have the discretionary powers, if necessary, to call any special Managing Committee meeting and / or whenever necessary to call a Special General Body Meeting (SGBM) of WICA according to these byelaws and to call for the SGBM, he / she should give a notice of not less than 15 (Fifteen) days prior to the date of SGBM to all the valid Permanent Junior / Associate / Active / Senior / Life Members of WICA; for the Special / Special e-Meeting of the Managing Committee he / she should give a notice of not less than 2 (Two) days prior to the date of the Special / Special e-Meeting of the Managing Committee to all the Office Bearers and Executive Members of the Managing Committee.
- b) The Vice President shall function in place of the President as Presiding Chairman, during President's absence only. The Vice President who is Presiding Chairman at a Managing Committee / AGBM / SGBM meeting shall perform all the duties as Chairman pro-tem, when so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions and responsibilities imposed upon the Presiding Chairman in these Byelaws and he / she will have a casting vote only, that is, second vote

**[20] DUTIES AND ROLE OF THE GENERAL SECRETARY:**

- a) The duties of the General Secretary in WICA are to convene all the Managing Committee meetings, communicate with all the Office Bearers, Executive Members, Conveners, Members of the Sub-Committees,

Managing Committee, any assistants and/or office personnel for clerical purposes or otherwise, and all these assistants/office personnel and staff shall remain under the control of the General Secretary. The General Secretary shall delegate specific powers to both the Secretaries from time to time for the smooth working of the Association.

The Managing Committee shall ask the General Secretary or in his absence, any one of the Secretaries, to duly enter all minutes in the books provided for the purpose. Of all resolutions and proceedings of the GBM and all meetings of the Committee and any such minutes should be signed by the Chairman of such meetings. Or by the Chairman of following meetings, shall be receivable as prima facie evidence of all the written matters stated in the minutes.

### **[19] DUTIES OF THE SECRETARIES:**

The Two Secretaries of the Association shall generally help the General Secretary in all his work. Any one of them shall perform the duties of the General Secretary during the absence of the General Secretary.

### **[20] DUTIES OF THE TREASURER:**

The Treasurer shall be responsible for all the monetary transactions of the Association, such as, for all sums of money which may from time to time, be received by the Association and for all sums of money which may from time to time, be expended by the Association. He shall be responsible for making payments towards all expenditures sanctioned by the Managing Committee. He shall not have any power to withdraw any money from the bank without first having the CHEQUES signed by the President or Vice Presidents or the General Secretary.

Representatives of WICA, Special Invitees and valid Permanent Junior / Associate / Active / Senior / Life Members, transcribe the minutes of the Managing Committee(s) / Sub Committee(s) / AGBM / SGBM meetings of WICA or get it transcribed by the Office Secretary, execute all correspondences, exercise supervision over the entire affairs and all legal matters of WICA, supervise and maintain all accounts and exercise supervision over the entire affairs and all legal matters of WICA and also supervise accounts of all receipts, payments and expenditures of WICA. He / she shall be responsible for submitting within the stipulated period all the documents, accounts, notices and miscellaneous instruments required under the Trade Union Act 1926, GST Act and Income Tax Act 1960 to the Registrar of the Trade Union, GST Commissioner and Income Tax Dept. He / she shall have the power to engage / appoint in consultation with the President & Convener of the A & A Committee and subject to approval / confirmation of the Managing Committee, any Office Secretary / Accountant and / or assistant(s) and / or office staff for clerical purposes or otherwise, and all the office staff shall remain under the control of the General Secretary. The General Secretary shall delegate specific powers to the Jt. Secretary from time to time for the smooth functioning of WICA.

- b) The General Secretary shall inform the Managing Committee in advance the duration of his / her absence.
- c) The incumbent General Secretary shall within Twenty One (21) working days handover the charge to the newly elected General Secretary by handing over all the documents of pending issues to be settled, clear all the payments sanctioned by the out going Managing Committee and any other relevant documents after his / her term gets over.

### **[21] DUTIES AND ROLE OF THE JOINT SECRETARY:**

- a) The Joint Secretary of WICA shall generally help the General Secretary in all his work. He / she shall perform all the duties of the General Secretary except as the bank signatory during the absence of the General Secretary. The Joint Secretary who is acting as Presiding General Secretary in a Managing Committee / AGBM / SGBM meeting or in running the office of WICA shall perform all the duties as General Secretary pro-tem in the absence of the General Secretary, when so acting, the Joint Secretary shall have all the powers of the General Secretary, and be subject to all the restrictions and responsibilities imposed upon the General Secretary in these Byelaws.

### **[22] DUTIES AND ROLE OF THE TREASURER:**

- a) The Treasurer shall have the charge and custody of and be responsible for all properties, funds and securities of WICA. The Treasurer shall be responsible for all the monetary transactions of WICA, such as, for all sums of money which may from time to time, be received by WICA and for all sums of money which may from time to time, be expended by WICA. He / she shall be responsible for making payments towards all expenditures sanctioned by the Managing Committee. The Treasurer shall duly maintain true, complete, clear and accurate accounts of all receipts and disbursements of any funds of WICA.
- b) In the absence of the Treasurer Managing Committee will appoint one of the suitable, capable and available Office Bearer / Executive Member as an Interim Treasurer for the time being till the time Treasurer takes back charge of his / her duties. The Interim Treasurer shall perform all the duties of the Treasurer except as the bank signatory during the absence of the Treasurer. The Interim Treasurer who is acting on behalf of the Treasurer shall perform all the duties as Treasurer pro-tem in the absence of the Treasurer, when so acting, The Interim Treasurer shall have all the powers of the Treasurer, and be subject to all the restrictions and responsibilities imposed upon the Treasurer in these Byelaws. The Treasurer shall inform the Managing



**[21] DUTIES OF CONVENER:**

The Convener will preside over all the meetings of the Sub Committee, preserve orders, prepare the reports to be submitted in the prescribed format to the MC and make all the attending members to sign the minutes. The Convener shall make sure that none of the Sub Committee member has any Conflict of Interest in any case/application which is to be granted benefits in the meeting and can request the interested member to withdraw from the discussion of such case/application. The Convener can call for the Sub Committee Meeting whenever he/she feels there is good enough business to be conducted. The Deputy Convener shall function in place of the Convener, during his absence only. But if the Convener or the Deputy Convener is not present for the meeting, the quorum of members present shall have the power to elect a Chair Person from the members present to conduct the said meeting only.

Committee the duration of his / her absence in advance so that appointment of the Interim Treasurer could be executed.

- c) In case if any of the signatory is going out of station and certain payments needs to be made in his / her absence, he / she could sign those cheques as first signatory but it would be the responsibility of the second signatory to ensure that bill(s) / voucher(s) are properly scrutinised before he / she signs those cheques.

**[23] DUTIES AND ROLE OF CONVENER & DEPUTY CONVENER:**

- a) The Convener will preside over all the meetings of the Sub-Committee, preserve orders, prepare the Sub-Committee minutes and reports to be submitted in the prescribed format to the Managing Committee and make all the attending Sub-Committee members to sign the approved and ratified minutes and reports of the Sub-Committee Meetings. The Convener shall ensure that none of the Sub-Committee members have any Conflict of Interest in any of the project / event / assignment / task / dispute case or welfare benefit application, which is going to be approved & passed in the said meeting and can request the 'Interested Sub-Committee Member' to withdraw from the discussion of such project / event / assignment / task / dispute case / welfare benefit application. The Convener can call for the Sub-Committee Meeting whenever he / she feels there is good enough business to be conducted.
- b) The Deputy Convener shall function in place of the Convener during his / her absence only. The Deputy Convener who is acting as Convener in a Sub-Committee meeting shall perform all the duties as Convener pro-tem in the absence of the Convener, when so acting, the Deputy Convener shall have all the powers of Convener, and be subject to all the restrictions and responsibilities imposed upon the Convener in these Byelaws.

**[24] DUTIES OF REPRESENTATIVE OF WICA:**

- a) Any Office Bearer or Executive Member who has been selected / elected / by default as a Representative of WICA in the FWICE or any of the other forums / entities / crafts Associations shall submit regularly his / her report to the Managing Committee in ensuing Managing Committee Meeting to update the MC members about the on-goings in FWICE or in any of the other forums / entities / crafts Associations and must keep the Managing Committee in loop regarding any matter concerning WICA / its Office Bearers / Executive Members or / and concerning WICA's valid Permanent / Temporary Members.
- b) The Representative of WICA will attend only officially invited meetings held in FWICE or in any of the other forums / entities / crafts Associations. The Representative of WICA will be eligible for the food & conveyance allowance as per the prevailing byelaws in case he / she has not been paid the food & conveyance allowance by FWICE or any of the other forums / entities / crafts Associations.

**[25] CONFLICT OF INTEREST:**

The UN Convention Against Corruption clearly recognises that conflict of interest can lead to corruption and urges nations to “endeavour to adopt, maintain and strengthen systems that promote transparency and prevent conflicts of interest”.

WICA also agrees with it and urges its management to follow the same.

- a) A 'conflict of interest' may still exist even if no unethical or improper act results from it.

- b) A real, potential or perceived 'conflict of interest' of an Office Bearer or Executive Member or Convener or Member of a Sub-Committee or Representative of WICA or Chief Executive Officer or Office Administrator or an employee arises where financial, professional or personal considerations may compromise, or have the appearance of compromising, the judgement of the Office Bearer or Executive Member or Convener or Member of a Sub-Committee or Representative of WICA or Chief Executive Officer or Office Administrator or an employee, as the case may be.
- c) The Office Bearers and Conveners in particular have a higher level of legal responsibility and personal liability, which makes it even more important to effectively manage 'conflict of interest'.
- d) The purpose of the 'conflict of interest' policy is to protect the interest of this tax-exempt Trade Union / Association called WICA when it is contemplating entering into a MOU or agreement or contract or transaction or arrangement or collaboration / partnership or disbursing any benefits that might benefit the private interest of an Office Bearer or Executive Member or Convener or Member of a Sub-Committee or Representative of WICA or Special Invitee or Chief Executive Officer or Office Administrator or an employee might result in a possible "excess benefit transaction".
- e) This policy is intended to supplement but not replace any applicable central, state and federal laws governing 'conflict of interest' applicable to tax exempt organisations.

**[25-A] Definition of "Key Person" (hereinafter referred to as Fiduciary):**

- 1) For the purpose of these Byelaws, 'Key Person' means any person listed in section 13 (3) of the Income Tax Act, 1961. Further, any tax exempted organisation, in which a natural 'Key Person' holds a position as an Office Bearer or Executive Member or Convener or Member of a Sub-Committee or Representative or Special Invitee or Chief Executive Officer or Office Administrator or Employee will also be included in the definition of 'Key Person' for the purpose of these Byelaws.
- 2) Any person associated in an honorary capacity like an Expert or Advisor or Consultant (Special Invitee) etc. with WICA will also be considered a 'Key Person' if he / she is in a position to influence the decision-making in WICA.
- 3) For the purpose of WICA, Fiduciaries (Key Persons) include all the Office Bearers, Executive Members, Conveners & Members of the Sub-Committees, Representatives of WICA, Chief Executive Officer, Office Administrator, (if appointed), employees and any other expert(s) or advisor(s) or consultant(s) (invited as special invitees) etc. who are involved in the administration and decision making of WICA.

A 'conflict of interest' occurs when a 'Key Person' (a Fiduciary) under the duty to promote the interests of WICA and its valid Permanent Junior / Associate / Active / Senior / Life and Temporary members is in a position to promote his / her personal interest / agenda instead. Undisclosed or unresolved 'conflict of interest' are a breach of the duty to act in the best interests of WICA & its valid Permanent Junior / Associate / Active / Senior / Life and Temporary members and work to the detriment of WICA and its valid Permanent Junior / Associate / Active / Senior / Life and Temporary members.

The relationship between an Office Bearer or Executive Member or Convener or Member of a Sub-Committee or Representative of WICA or Special invitee and valid Permanent Junior / Associate / Active / Senior / Life and Temporary Member or Colleague from the film industry who is a beneficiary, is a fiduciary relationship of the "highest order".

**Conflict of interest is likely to arise whenever:**

- a) When a fiduciary has a direct or indirect personal interest / agenda in any of the MOU approved & passed by WICA with any of the institution / organisation / corporate entity or in signing an agreement with a vendor who supplies goods or with a contractor who is executing any work and with a service provider who is providing any kind of services to WICA.
- b) When a potential or actual benefit recipient submits a benefit disbursement request and a fiduciary is related or connected closely with such recipient.
- c) When an Office Bearer or Executive Member or Convener or Member of a Sub-Committee or Representative of WICA or Special Invitee has a direct or indirect personal interest in a financial transaction done by or with WICA in which he / she is unable to exercise impartial judgment or otherwise act in the best interest of WICA and its valid Permanent Junior / Associate / Active / Senior / Life and Temporary members.
- d) When an Office Bearer or Executive Member or Convener or Member of a Sub-Committee or Representative of WICA or Special Invitee has a direct or indirect duty to promote the interests of WICA and its valid Permanent Junior / Associate / Active / Senior / Life and Temporary members, is in a position to promote a personal interest / agenda instead.
- e) When an Office Bearer or Executive Member or Convener or Member of a Sub-Committee or a representative of WICA or Special Invitee, who has a actual or possible, directly or indirectly a 'conflict of interest' in a MOU or a contract or transaction or arrangement or resolution or welfare benefit disbursement with WICA and its valid Permanent Junior / Associate / Active / Senior / Life and Temporary members must disclose fully and promptly the nature and extent of the 'conflict of interest' to the President and General Secretary of the Managing Committee or Convener of the Sub-Committee.

After the disclosure of the financial or in kind or obligatory or relationship conflict of interest and all material facts are made available to the President and General Secretary of the Managing Committee or to the Convener of the Sub-Committee, the Interested Individual with a conflicting interest must leave the Managing Committee / Sub-Committee / any other meeting where he / she is part of or is representing WICA and shall not participate in judging the merits of that interest or in deliberating and approving the said matter or making the decision or passing the said resolution or in deciding the said disbursement of the welfare benefit amount, in which he / she has a 'conflict of interest'.

That is, such Interested Individual must not be counted in the quorum required and he / she must abstain from voting on such matter or recommending a course of action with respect to any matter or any situation giving rise to the 'conflict of interest'. When these are done, the 'conflict of interest' has been properly discharged.

**[25-B] Procedures for Addressing the 'Conflict of Interest' :**

- a) An 'Interested Office Bearer' / 'Interested Executive Member' / 'Interested Convener' / Interested Member of the Sub-Committee' / 'Interested Representative of WICA' / 'Interested Special Invitee' may make a presentation at the Managing Committee / Sub-Committee / any other meeting, but after the presentation, he / she shall excuse / recuse himself / herself and leave the meeting before the discussion / voting starts on the said MOU or contract or transaction or arrangement or dispute case or resolution or disbursement involving the possible 'conflict of interest'.
- b) The Chairman / Presiding Chairman of the Managing Committee or Convener / Presiding Convener of the

Sub-Committee shall, if appropriate, appoint a 'Disinterested Office Bearer' / 'Disinterested Executive Member' / 'Disinterested Member of the Sub-Committee' of WICA' to investigate alternatives to the proposed MOU, contract, transaction, arrangement, dispute, resolution or disbursement.

- c) After exercising due diligence, the Managing Committee / Sub-Committee shall determine whether WICA can obtain with reasonable efforts a more advantageous MOU, contract, transaction or arrangement from a person or entity or have a favourable result in a dispute case or grant a fair and reasonable disbursement of welfare benefit that would not give rise to a 'conflict of interest' and end up being an "excess benefit transaction".
- d) If a more advantageous MOU, contract, transaction, arrangement, result, resolution and a fair disbursement is not reasonably possible under the circumstances not producing a 'conflict of interest', the Managing Committee / Sub-Committee shall determine by a majority vote of more than Fifty Percent (50%) of the 'Disinterested Office Bearers' / Disinterested Executive Members' / 'Disinterested Members of the Sub-Committee' whether the MOU, contract, transaction, arrangement, result, resolution or disbursement is in the best interest of WICA and its valid Permanent Junior / Associate / Active / Senior / Life and Temporary member's own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the said MOU, contract, transaction, arrangement, pass the said resolution or grant the said welfare benefit disbursement.

**[25-C] Violations of the 'Conflict of Interest' Policy:**

- a) If the Chairman / Presiding Chairman of the Managing Committee / Convener / Presiding Convener of the Sub-Committee has reasonable cause to believe that an Office Bearer / Executive Member / Member of the Sub-Committee / Special Invitee / Representative of WICA has failed to disclose actual or possible or direct or indirect financial / in kind / obligatory 'conflict of interest', it shall inform the said Office Bearer / Executive Member / Member of the Sub-Committee / Special Invitee / Representative of WICA of the basis for such belief and afford the said Office Bearer / Executive Member / Member of the Sub-Committee / Special Invitee / Representative of WICA an opportunity to explain the alleged failure to disclose his / her 'conflict of interest'.
- b) If, after hearing the said Office Bearer's / Executive Member's / Member of the Sub-Committee / Special Invitee / Representative of WICA's response and after making further investigation as warranted by the circumstances, the Chairman / Presiding Chairman of the Managing Committee / Convener / Presiding Convener of the Sub-Committee determines that the said Office Bearer / Executive Member / Member of the Sub-Committee / Special Invitee / Representative of WICA has failed to disclose an actual or possible or direct or indirect financial / in kind / obligatory / relationship 'conflict of interest', it shall take appropriate disciplinary / punitive / corrective action according to the prevailing THE PREVENTION AND MANAGEMENT OF CONFLICT OF INTEREST BILL, 2011 and these Byelaws.

**[25-D] Records of Proceedings:**

- a) The minutes of the Managing Committee / Sub-Committee, with delegated powers shall contain the name(s) of the Office Bearer(s), Executive Member(s) of the Managing Committee / Convener(s), Member(s) of the Sub-Committee and Special Invitee(s) (if any) / Representative(s) of WICA who had disclosed voluntarily or otherwise were found to have a financial / in kind / obligatory / relationship 'conflict of interest' in connection with an actual or possible or direct or indirect financial / in kind / obligatory / relationship 'conflict of interest', the nature of the financial / in kind / obligatory / relationship

'conflict of interest', any action taken to determine whether a financial / in kind / obligatory / relationship 'conflict of interest' was present, and the Managing Committee's / Sub-Committee's final decision as to whether a financial / in kind / obligatory / relationship 'conflict of interest' in fact existed or not.

- b) The minutes of the Managing Committee / Sub-Committee, with delegated powers shall contain the names of the Office Bearers, Executive Members of the Managing Committee, Conveners, Members of the Sub-Committee, Representative of WICA and Special Invitee(s) (if any) who were present in the Managing Committee / Sub-Committee meeting for discussion and votes relating to the said MOU, contract, transaction, arrangement, dispute, resolution or disbursement, the content of the discussion on said matter, including any alternatives suggested to the proposed MOU, contract, transaction, arrangement, result, resolution or disbursement, and a record of any votes taken in connection with the proceedings on said matter.

**[25-E] Prevention of Conflict of Interest:**

- a) The WICA, through the Managing Committee, shall encourage all the fiduciaries to prevent 'conflict of interest' where possible.
- b) Fiduciaries should refuse to enter into any self-dealing relationship with WICA as a mediator, vendor, contractor and / or service provider.
- c) Fiduciaries should not accept anything in cash or kind or obligation or service or hospitality including concession or free travel ride or travel costs or occasional expensive / inexpensive birthday & festival gifts given to the fiduciary or to his / her family members, even of insubstantial value from any mediator, vendor, contractor or service provider and their employees / representatives.
- d) All fiduciaries on assuming their responsible position in WICA shall submit a vow stating,

"I ....., shall dedicate my service to uphold and pursue the objectives of WICA with full faith, honesty and dignity without any ulterior financial motive or any competitive motive or personal interest / agenda or any mala fide / dishonest intent".

- e) Each Fiduciary shall act in good faith, make an informed business decision and exhibit the exercise of discretion in an impartial disinterested manner.
- f) All Fiduciaries shall, as a condition of qualifying and continuing to qualify as an Office Bearer / Executive Member of the Managing Committee, Convener / Member of a Sub-Committee, Representative of WICA, Special Invitee, Chief Executive Officer / Office Administrator, or an Employee of WICA, abide by such 'Conflict of Interest' policies as the Managing Committee / AGBM / SGBM may adopt from time to time, and file such 'conflict of interest' disclosure statements as the Managing Committee / Sub-Committee of WICA shall direct.
- g) All Fiduciaries shall sign a disclosure reflecting 'conflict of interest' before the Managing Committee / Sub-Committee meeting prior to signing any MOU or agreement or discussing & voting on any particular deal or transaction or contract under consideration or resolving any dispute or proposing & passing any resolution or sanctioning any disbursement of any of the welfare benefits in cash or kind or while dealing with any other financial matter.
- h) The General Secretary / Convener may ask the members present whether any member has a 'conflict of interest' in any matter that is in the agenda before starting the Managing Committee / Sub-Committee meeting and request him / her to leave the meeting when discussion on the said matter is about to begin.

**[26] CONFLICT OF INTEREST UNDERTAKING:**



1) Each Office Bearer & Executive Member of the Managing Committee, Convener & Member of a Sub-Committee, Representative of WICA, Special Invitee, Chief Executive Officer / Office Administrator (if appointed) and Employee of WICA shall sign an undertaking given below that affirms such person:

- a. Has received a copy of the 'conflict of interest' policy,
- b. Has read and understands the 'conflict of interest' policy,
- c. Has agreed to comply with the 'conflict of interest' policy, and
- d. Understands that the WICA is a tax-exempted Trade Union / Association and in order to maintain its federal tax exemption status it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

**UNDERTAKING:**

I, ..... acknowledge that, as an Office Bearer or Executive Member of the Managing Committee or Convener or Member of a Sub-Committee or Representative of WICA or Special Invitee or Chief Executive Officer or Office Administrator or an employee of WICA, I have read and understood the relevant policy document pertaining to 'conflict of interest', I understand that failure to abide by this policy will render me liable for disciplinary / punitive action including disqualification / suspension / expulsion / termination / blacklisting / barring by WICA.

I acknowledge that I must adhere to the highest level of conduct in carrying out my duties and responsibilities towards WICA, including acting honestly, in good faith and in the best interest of WICA & its Valid Permanent / Temporary Members and disclosing all 'conflicts of interest' as they exist or arise, and addressing such 'conflicts of interest', in accordance with the relevant Byelaws and policies of WICA, as applicable. I acknowledge that, in carrying out my duties and responsibilities towards WICA & its Valid Permanent / Temporary Members, my obligation is to act in accordance with this acknowledgement and undertaking and with relevant Byelaws and policies of WICA, as applicable, while offering my perspective and judgement as an individual and, as applicable, as part of the Managing Committee or Sub-Committee or FWICE or any other forums or entities or crafts Association or office of WICA of which I am a part.

I undertake to keep in strictest confidence to all confidential or proprietary information communicated or disclosed to me in accordance with relevant Byelaws and policies of WICA, as applicable.

Name & Designation:

Date:

Signature:

**[27] RESTRICTIONS:**

- (a) The Office Bearers & Executive Members of the Managing Committee or Conveners & Members of the Sub-Committee or Representatives of WICA and Special Invitees shall not derive any direct or indirect benefit(s) out of the income or corpus of WICA unless mentioned otherwise hereinabove in these Byelaws.

**[24] GENERAL FUNDS:**

The General Funds received from Members such as Admission Fee, Subscription and Late Fee etc. and from Non Members such as Educational fee charged for conducting Cinematography Courses, Donations received by conducting Technical Workshops, organizing demos of New Equipment etc. shall be deposited in any bank or banks, approved by the Managing Committee in the name of the Association and all the transactions of such accounts shall be operated by **Any (2) Two** of the Following Office Bearers listed below:

1. **President**
2. **General Secretary**
3. **Treasurer**

- (b) Any of the Office Bearers & Executive Members of the Managing Committee or Conveners & Members of the Sub-Committees of WICA or any of its employees shall not at any time authorise an expenditure that exceeds the available net assets of WICA.
- (c) No loan shall be given to any Office Bearer or Executive Member of the Managing Committee or Convener or Member of the Sub-Committee or Representative of WICA.

**[28] APPOINTMENTS AND EMPLOYMENT:**

- a) The Managing Committee may from time to time appoint a Chief Executive Officer (CEO) or an Office Administrator on a temporary or permanent basis, as in its opinion are needed for the better administration of WICA and to pay reasonable compensation for services and expenses thereof. He / she shall be the in charge of immediate and overall supervision of the operations of WICA, and shall direct the day-to-days' business of WICA, maintain the properties of WICA, hire, discharge and determine the salaries & other compensation of all the office staff members in consultations with the Managing Committee, and perform such additional duties and responsibilities as may be directed by the Managing Committee.
- b) The Chief Executive Officer (CEO) or Office Administrator, shall make such reports at the Managing Committee / Sub-Committees meetings or otherwise as shall be required by the Chairman / Presiding Chairman of the Managing Committee / General Secretary / Treasurer or Conveners of the Sub-Committees. The Chief Executive Officer (CEO) or Office Administrator, shall be an ad-hoc member of the Managing Committee / Sub-Committees / any other meetings when invited and will not have the voting rights.
- c) No Executive Member of the Managing Committee or Member of Sub-Committee(s) may individually instruct the Chief Executive Officer (CEO) or Office Administrator or Accounts Officer, but any required instruction shall be passed on through the Office Bearers of the Managing Committee and the Conveners of the Sub-Committees.

**[29] GENERAL AND CORPUS FUNDS:**

- a) The General Funds received from valid Permanent Junior / Associate / Active / Senior / Life and Temporary Members such as Admission Fee / Readmission Fee / Annual Subscription Fee / Late Fee / Up gradation fee / Educational fee / Any Other Fees charged for conducting any Workshops / Demos / Seminar or Donations received from any individuals / FWICE / Organisations / Corporate Entities / Craft Associations for our valid Permanent Junior / Associate / Active / Senior / Life and Temporary Members and colleagues from the film industry or any moneys received from any other sources shall be deposited in a bank or banks, approved by the Managing Committee in the name of WICA and all the transactions of such accounts shall be operated by Any of the 2 (Two) signatories of the following Three (3) signatories listed below:
  1. President
  2. General Secretary
  3. Treasurer
- b) Any of the signatory refusing to sign the cheque(s) once the resolution of disbursement(s) has / have been approved and sanctioned by the Managing Committee (hereinafter will be referred as 'Morally Reprehensible Person") he / she shall be asked to resign from his / her post immediately in the Ordinary / Special / Emergency Managing Committee Meeting having agenda for the same purpose of such resignation. Such 'Forced Resigned Office Bearer' shall be declared barred for life to contest, nominate and vote for WICA's election in future at the ensuing AGBM / SGBM. And that Office Bearers' post shall be filled by co-opting another member as per the prevailing byelaws.

The WICA General Secretary and the Treasurer shall not keep more than Rs. 10,000.00 (Rupees Ten Thousand Only) as petty cash in the Association for any petty expenses.

## **[25] OBJECTIVES ON WHICH THE GENERAL FUNDS CAN BE**

### **EXPENDED:**

Subject to the provisions, under the section 15 of the **Indian Trade Union Act 1926**, the General Funds of the Association shall not be spent on any other objectives other than any or all of the following objects mentioned as hereunder:

- (a) The payment of all expenses, salaries, allowances to the Staff, Office Bearers and the Managing Committee Members of the Association.
- (b) For the payment of all the expenses for the administration of the Association including the auditing of the accounts of the General Funds of the Association.
- (c) For the payment of all the expenses for prosecution or defense of any legal proceedings, to which the Association or any member of WICA is involved or made party to, or for securing or protecting the rights of the Association or of its members or for any such rights arising out of any dispute of any member with his / her Employers / Producers / TV Channels / Corporate Production Houses / Advertising Agencies / Event Management Companies Etc. All the legal expenses whatsoever spent by the Association will be recovered from the member concerned whose rights were being secured or protected and/or their disputes were being negotiated and settled.
- (d) For conducting of Trade Disputes on behalf of the Association or with any member thereof.
- (e) For the compensation of members for the loss arising out of any official trade disputes.
- (f) For Expenses / Allowances to the members or to their nominee(s) s/ dependents / claimants on account of the Member's death, old age, accidents, sickness or Infirmity of the member.
- (g) To undertake responsibility of covering insurance policies on the lives of the members, against sickness, accidents or personal injuries.
- (h) For the provisions of medical expenses for members, educational scholarships for Members' children and social benefits such as Kanyadaan, Death Compensation, Humanitarian Compensation and Retirement Benefit to be disbursed as per the rules passed by the Managing Committee, prevailing at that time.
- (i) To keep modern technical periodicals, books, magazines, audio-visual equipment etc., to update and educate the members about the latest technologies and advancement in the field of Cinema and Cinematography.
- (j) For payments, in furtherance of any of the objects on which the general funds of the Association may be spent towards contributions for any such cause intended to benefit the members in general, provided that the expenditures shall not at any time exceed One Fourth (1/4<sup>th</sup>) of the combined total of the gross income up to that time accrued to the general funds of the Association in that year.
- (k) To undertake responsibility of covering insurance policies on the lives of the office staff of the Association against sickness, accidents or any personal injuries whatsoever.
- (l) Subject to any conditions contained in the notification and/or in any other objects notified by the appropriate authorities in the governmental agencies and semi governmental agencies in the official government gazettes.
- (m) To do welfare for the members and the members of Film Industry by donating funds to WICA Benevolent Trust.

c) The Managing Committee may create a separate corpus fund in a bank to help financially its valid Permanent Junior / Associate / Active / Senior / Life Members, Honorary Life Members and colleagues from the film industry in case of any natural / manmade calamity or in their sickness, death, infirmity, accident etc.

d) The General Secretary and the Treasurer shall not keep more than Rs. 20,000.00 (Rupees Twenty Thousand Only) as petty cash in WICA office for petty expenses.

## **[30] OBJECTIVES ON WHICH THE GENERAL FUNDS CAN BE**

### **EXPENDED:**

The General Funds of the WICA shall not be spent on any other objectives other than any or all of the following objects mentioned as hereunder:

- (a) The general funds of WICA shall be utilised for the administration, maintenance, development and expansion of WICA.
- (b) WICA may spend its general funds to a certain extent on buying a moveable property but with the approval of the Managing Committee and immovable property with the pre approval / approval of the AGBM / SGBM.
- (c) WICA may appoint from time to time on temporary or permanent basis, with or without remuneration Chief Executive Officer (CEO), Administrator, Secretaries, Accountant, Clerks and other employees as may be deemed expedient for carrying out the aims, objectives and purposes of WICA.
- (d) The payment of all expenses paid as honorariums and food & travelling / dearness allowances to the Office Bearers & Executive Members of the Managing Committee, Conveners & Members of the Sub-Committee(s), Representatives of WICA and Special Invitee(s).
- (e) For the payment of all the expenses paid for the AGBM / SGBM and auditing of the accounts of the general funds of WICA.
- (f) For the provisions of Expenses / Allowances / Social & Welfare Benefits / Aids for valid Permanent Junior / Associate / Active / Senior / Life Members and / or to their nominees / heirs or to any Honorary Life Members or to any colleagues from the Film Industry such as Educational Scholarship, Medical Aid, Kanyadaan Contribution, Thanks Giving Benefit, After Life Compensation and Humanitarian Compensation to be disbursed as per the prevailing Byelaws.
- (g) For the payment of all the expenses for prosecution or defense of any legal proceedings, to which the WICA or any Office Bearer or Executive Member or Representative of WICA is involved or made party to as being part of the Managing Committee or Sub Committee or as Representative of WICA, or for securing the property or protecting the financial interests and any other rights of WICA and / or its Office Bearers or Executive Members or Representatives of WICA for any such rights arising out of any dispute of any Office Bearers or Executive Members or Representatives of WICA with someone in the capacity of an Office Bearer / Executive Member / Representative of WICA.
- (h) For conducting of any official disputes on behalf of WICA with any entity or valid Permanent Junior / Associate / Active / Senior / Life / Temporary Members thereof.
- (i) To undertake, after thorough research & survey, responsibility of covering group Life / Medical insurance policies only in case if it is favourable for the valid Permanent Junior / Associate / Active / Senior / Life Members and / or for office staff against sickness, accidents, personal injuries and any natural calamities.
- (j) To keep modern technical periodicals, books, e-books, magazines, audio-visual equipment etc., to update and educate the valid Permanent Junior / Associate / Active / Senior / Life Members and colleagues from the Film Industry about the skill related technologies and about the recent advancement in the field of Cinema

and Cinematography.

- (k) To organise any health & safety camps, classes, workshops, lectures, seminars, demos etc. in partnership / collaboration with any hospital / institution / organisation / event management company / corporate entity for the valid Permanent Junior / Associate / Active / Senior / Life Members to upgrade their technical skills and to inculcate high standards of professionalism and to do any public service activity for the colleagues from the Film Industry.
- (l) For payments, in furtherance of any of the aims & objectives on which the general funds of WICA may be spent towards contributions for any such cause intended to benefit the valid Permanent Junior / Associate / Active / Senior / Life Members and colleagues from the Film Industry in general, provided that the expenditures shall not at any time exceed 1/3rd (One-third) of the combined total of the gross income up to that time accrued to the general funds of WICA in that year. Only in exceptional / unavoidable circumstances the expenditure can go more than 1/3rd (One-third) of the gross income up to that time.
- (m) Subject to any conditions contained in the notification and / or in any other objects notified by the relevant authorities in the governmental agencies and semi governmental agencies in the official government gazettes.
- (n) To do welfare for the valid Permanent Junior / Associate / Active / Senior / Life Members, Temporary Members, Honorary Life Members and colleagues from the Film Industry by sanctioning welfare benefits / aids / donating funds in cash or kind to the needy and during any natural / manmade calamities as per the byelaws mentioned hereinabove.

The WICA must not pay more than Rs.10000 (Ten Thousands) in cash for any expenses.

### **[31] OPERATION OF ACCOUNTS & MANAGEMENT OF FUNDS:**

- a) The WICA may establish one or more current, savings or fixed deposit accounts in the name of WICA with relevant financial entities or any scheduled public / private excluding Co-Operative banks in Mumbai, as may be determined by the Managing Committee to hold, manage or disburse any funds for WICA's purposes.
- b) The President, General Secretary and Treasurer, who would be the authorised joint signatories, shall sign all the cheque(s), draft(s) or other pay order(s) for the payment(s) of money issued in the name of the WICA. If not otherwise determined by resolution of the Managing Committee; cheque(s), draft(s), pay order(s) and cash for the payment(s) of money shall be signed by any two out of the three authorised signatories.
- c) The A & A Committee will approve and pass any expenses amounting up to Rs. 49, 999/-.
- d) The Managing Committee will approve and pass resolution of all the expenditures of equal or more than Rs 50, 000 (Fifty Thousand) in advance.
- e) All incomes and investments of WICA and all other moneys from time to time forming part of the general revenue of WICA shall on the same being received be deposited into the bank(s) account(s) opened in the name of WICA within the next Two (2) working days without fail.
- f) Any expenditure authorised by the Managing Committee and incurred by any Office Bearer or Executive Member or Convener or Member of the Sub-Committee or Representative of WICA shall have to be submitted with all the bills / vouchers / receipts by the concerned person to be approved by the Managing Committee in the ensuing Managing Committee meeting of WICA.
- g) Any other expenditure incurred by any Office Bearer or Executive Member or Convener or Member of the Sub-Committee or Representative of WICA from his / her own pocket, on behalf of and for the purpose of WICA shall also be submitted with all the bills / vouchers / receipts by the concerned person to be approved by the Managing Committee and shall be reimbursed by WICA to the said Office Bearer or Executive Member or Convener or Member of the Sub-Committee or Representative of WICA.

- h) Any cash amount provided for any payments in an exceptional circumstances / online payments made on behalf of and for the purpose of WICA by any Office Bearer or Executive Member or Convener or Member of the Sub-Committee or Representative of WICA from his / her own pocket, shall also be submitted with all the details / bills / vouchers / receipts by the concerned person to be approved by the A & A Committee / Managing Committee and shall be reimbursed by WICA to the said Office Bearer or Executive Member or Convener or Member of the Sub-Committee or Representative of WICA.
- i) The Managing Committee can revise the limit of petty cash from time to time as need be according to the 'changed circumstances' but limit of 'not more than Rs. 10,000/- to be paid in cash' will remain as it is.
- j) All the regular accounts maintained by the Treasurer or authorised accountant of the preceding period of the last meeting shall be put before the Managing Committee in ensuing meeting for approval.
- k) The daily / monthly sheet of receipts and expenditure shall be shared with all the Office Bearers and Executive Members by mail / whatsapp group on daily / monthly basis by the accountant.

### **[32] FINANCE MANAGEMENT OF WICA:**

- (i) The WICA's general funds shall not be applied to any, other than those specified in the clause 30 (OBJECTIVES ON WHICH THE GENERAL FUNDS CAN BE EXPENDED) hereinabove, unless any of the other objective(s) are approved by the General Body to WICA's objectives but not yet included / printed in these byelaws.
- (ii) An Office Bearer, an Executive Member, a Convener, a Member of the Sub-Committee and a Representative of WICA is bound to deal with WICA's property and funds as carefully as a man of ordinary prudence would deal with such property and funds if it were his / her own.
- (iii) Every Office Bearer, Executive Member, Convener, Member of the Sub-Committee, Representative of WICA, Special Invitee or any other person appointed or employed by WICA shall follow these Byelaws and 'conflict of interest' policy of WICA and shall ensure transparency and prevent 'conflict of interest' in disbursement of money and property transactions of WICA.
- (iv) Every Office Bearer and Executive Member of the Managing Committee, Convener and Member of the Sub-Committee, Representative of WICA and Special Invitee is appointed / elected / selected / invited to be on an honorary position in the management of WICA, serving on a voluntary basis without any compensation for his / her services and will not be entitled to receive any remuneration or stipend for his / her trouble, advice, skills, expertise or loss of time in executing the services of WICA as an Office Bearer or an Executive Member of the Managing Committee or a Convener or a Member of the Sub-Committee or a Representative of WICA or a Special Invitee but Office Bearers, Executive Members, Conveners, Members of the Sub-Committees, Representatives of WICA and Special Invitees may receive reasonable honorarium, food & travelling / dearness allowances and reimbursement for actual expenses incurred in or about the execute of the WICA by submitting actual bills, expense receipts or signed vouchers for the expenses incurred by the Office Bearers, Executive Members, Conveners, Members of the Sub-Committees, Representatives of WICA and Special Invitees for attending any of the official meetings, assignments, tours and events.
- (v) In case of any official out of station assignment / meeting / event / visit, the Managing Committee may decide and approve a reasonable honorarium either on per day basis or one time lump sum to be paid to the attendee(s) before the travel / after the travel.
- (vi) Any immovable property taken on lease or acquired / bought by WICA or allotted by the state / central Government or sanctioned under the MPLAD provisions by any Member of Parliament or from any other sources shall only be registered in the name of WICA.
- (vii) The Managing Committee shall deposit the funds of WICA in fixed deposits whenever it feels there is an



### [32] **RESOLUTIONS REGARDING DISPUTES:**

[A] It is hereby resolved that whenever any dispute arises between a contracted or a non-contracted WICA Member and/or his/her Assistants with the Producer / Production House / Events Management Company / Advertising Agencies / Studio / TV Channel / Event Management Company or any such person:

- After being involved and having contributed sufficiently to a project in the pre-production stages and if the Producer decides to change the Cinematographer and/or his/her Assistants, without assigning any valid reason before starting the project, the Dispute Committee having studied the case, should impose and claim a minimum Fifty (50%) Percent of the contract amount. And in the absence of a contract between the Producer and the Cinematographer and his/her Assistants, the Dispute Committee should impose and claim Fifty (50%) Percent of the FWICE approved minimum wage prevailing at that time as the compensation from the Producer.
- If the Cinematographer and/or his/her Assistants are removed after the commencement of the project, producer will have to pay the full contracted amount or in the absence of no agreement signed by the DOP and the Producer, the FWICE approved minimum wage prevailing at that time.
- And in the case of complaint submitted against the DOP by the producer, the Dispute Committee after having studied the case should impose a settlement amount calculated on the pro-rata basis in addition to the 50% of the contracted amount or of the minimum wages prescribed by FWICE in case of no agreement signed between the DOP and the Producer.
- After having completed a project, if the Producer refuses to pay the final balance amount of the Cinematographer and/or his/her Assistants, the Dispute Committee having studied the case, should try and settle the matter amicably. If the Producer still refuses to pay the remaining balance amount, the Dispute Committee should refer the matter to the FWICE for further action against the Producers.

[B] It is hereby resolved that whenever any dispute arises between the Cinematographer with another fellow Cinematographer including his/her Operative Cameraman and/or Assistants:

- If the Cinematographer refuses to pay the contracted or verbally committed fee/remunerations to his/her fellow Cinematographer or to his/her Operatives or Assistants, without assigning any valid reason, the Dispute Committee after having studied their case should try and settle the matter amicably. If the Cinematographer still refuses to pay the outstanding amounts despite reminders, the Managing Committee has the right to take any necessary decision/action to recover the outstanding amounts and/or even expel such members from the Association.

[C] WICA will charge Ten (10%) percent as dispute processing charges, from the Cinematographer including his/her Operative Cameraman / Assistants from the amounts recovered from the defaulting Producer / Studio / Production

excess of moneys required to run the office affairs for next Six (6) months.

- (viii) The Treasurer shall always maintain proper, clear and accurate accounts of WICA on computer or / and in books of account with the help of the accountant appointed by the Managing Committee, which shall be available and kept at all times at the office of WICA for all the Managing Committee Members during the working hours on all working days except Sundays and Listed Holidays.
- (ix) All the books of accounts / attendance cum minute books / permanent membership register / conditional membership register of WICA shall be available to any of the Office Bearers, Executive Members and valid Permanent Junior / Associate / Active / Senior / Life Members for inspection at the office of WICA during the working hours on all working days except Sundays and Listed Holidays.
- (x) No one except the authorised person by the Managing Committee shall have the access to the financial data and valid Permanent Junior / Associate / Active / Senior / Life and Temporary Member's subscription data and all that data on computer shall be password protected. The authorised person will have the responsibility and onus of keeping that password secret and he / she will not share that password with anyone without the permission of the Managing Committee.

### [33] **RESOLUTIONS REGARDING DISPUTES:**

[A] Whenever any dispute arises between a WICA Member and the Producer / Production House / OTT / Events Management Company / Advertising Agencies / Studio / TV Channel / Event Management Company or any such person or with a fellow member:

- After being involved and having contributed sufficiently to a project in the pre-production stages and if the Producer decides to change the Cinematographer and/or his/her Assistants, without assigning any valid reason before starting the project, the Dispute Committee having studied the case, shall try and settle for a minimum Fifty (50%) Percent of the contract amount. And in the absence of a contract between the Producer and the Cinematographer and his/her Assistants, the Dispute Committee shall try and insist for Fifty (50%) Percent of the WICA / FWICE approved minimum wage prevailing at that time as the settlement amount from the Producer. In case of the TV serial / Reality shows etc. the settlement amount shall be calculated for 30 days X the agreed per day amount as per the MOU / agreement or as prescribed by the WICA / FWICE.
- If the Cinematographer and/or his/her Assistants are removed / not called for the next shooting schedule, after the commencement of the project, Dispute Committee shall try and settle for the full contracted amount or in the absence of no agreement signed between the DOP / Assistant and the Producer, the WICA / FWICE approved minimum wage prevailing at that time.
- In case if a member has completed a project and the Producer refuses to pay the final balance amount as per the agreement or as agreed verbally to the Cinematographer and/or his/her Assistants, the Dispute Committee having studied the case, should try and settle the matter amicably. If the Producer still refuses to pay the remaining balance amount, the Dispute Committee should refer the matter to the FWICE for the final resolution.

[B] In case if any dispute arises between the Cinematographer with another fellow Cinematographer including his/her Operative Cameraman and/or Assistants:

- If the Cinematographer refuses to pay the contracted or verbally committed fee/remunerations to his/her fellow Cinematographer or to his/her Operatives or Assistants, without assigning any valid reason, the Dispute Committee after having studied their case should try and settle the matter amicably. If the Cinematographer still refuses to pay the outstanding amounts despite reminders, the Managing Committee has the right to take any

House / TV Channel / Event Management Company in case the Cinematographer including his/her Operative Cameraman/Assistants has signed an agreement/contract/MOU with the Producer / Studio / Production House / TV Channel / Event Management Company and/or has registered the said project with WICA and/or has registered the e-mail conversation received/sent to the Producer / Studio / Production House / TV Channel / Event Management Company stating all the terms and conditions agreed upon between the Member and the Producer / Studio / Production House / TV Channel / Event Management Company.

- (D) WICA will charge Twenty (20%) percent as dispute processing charges, from the Cinematographer including his/her Operative Cameraman / Assistants from the amounts recovered from the defaulting Producer / Studio / Production House / TV Channel / Event Management Company in case the Cinematographer including his/her Operative Cameraman/Assistants has not signed an agreement/contract/MOU with the Producer / Studio / Production House / TV Channel / Event Management Company or has not registered the said project with WICA or has not registered e-mail received/sent to the producer stating all the terms and conditions agreed upon verbally between the Member and the Producer / Studio / Production House / TV Channel / Event Management Company.
- (E) In cases of disputes between the WICA Fellow Members / Co-Members, the Dispute Processing Charges of **(5%) Five Percent** of the disputed amount will be levied / charged to Both Members.

### **[34] AGREEMENT / CONTRACT / M. O. U.**

Members must insist on a proper contract or an Agreement before the commencement of any project. It is in the interest of all members to have at least a MOU, if not a regular Contract or an Agreement, so in case if any dispute arises with the Producer/Employer, the Association will be in a better position to recover the disputed amounts/dues from the defaulting Producers, Employers, Corporate Production Houses, Advertising Agencies, Event Management Companies and Television Channels.

- A Format of the WICA Agreement / Contract is available in the Association office for all eligible members at nominal charges.

necessary decision/action to recover the outstanding amounts and/or even expel such members from the Association.

- (C) WICA will charge Ten (10%) percent as dispute processing charges, from the Cinematographer / Operative Cameraman / Assistants from the **settled** amounts recovered from the defaulting Producer / Studio / Production House / TV Channel / Event Management Company, in case the Cinematographer / Operative Cameraman / Assistants has signed an agreement / contract / MOU with the Producer / Studio / Production House / TV Channel / Event Management Company and/or has registered the said project with WICA and/or has registered the e-mail conversation received / sent to the Producer / Studio / Production House / TV Channel / Event Management Company stating all the terms and conditions agreed upon between the Member and the Producer / Studio / Production House / TV Channel / Event Management Company.
- (D) WICA will charge Twenty (20%) percent as dispute processing charges, from the Cinematographer / Operative Cameraman / Assistants from the **settled** amounts recovered from the defaulting Producer / Studio / Production House / TV Channel / Event Management Company, in case the Cinematographer / Operative Cameraman/Assistants has not signed an agreement / contract / MOU with the Producer / Studio / Production House / TV Channel / Event Management Company or has not registered the said project with WICA or has not registered an e-mail received / sent to the producer stating all the terms and conditions agreed upon verbally between the Member and the Producer / Studio / Production House / TV Channel / Event Management Company.
- E) In cases of disputes between the WICA Fellow Members / Co-Members, the Dispute Processing Charges of **(5%) Five Percent** of the disputed amount will be levied / charged to Both Members.

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- A Format of the WICA Agreement / Contract is available in the Association office for all eligible members at nominal charges.

### **[35] FINANCIAL YEAR:**

Financial year of WICA for the Trade Union shall be from 1st Jan. to 31st Dec. and for the accounting purpose shall be from 1<sup>st</sup> April to 31<sup>st</sup> March.

### **[36] ACCOUNTS AND AUDIT:**

**[36-A]** WICA may maintain the following separate categories of accounts of the WICA.

1. Savings / Current Account:

- a) This Savings / Current account should hold all subscriptions, incomes and all the funds donated by any Entity / Individual / Sponsor / Patron / valid Permanent Junior / Associate / Active / Senior / Life / Temporary Member / Honorary Life Member or received from any other sources.
- b) All the day-to-days' expenses shall be paid through this Savings / Current account only.
- c) The transfer of moneys from this Savings / Current account to any other account shall need approval by the

**[26] ANNUAL AUD**

The Association shall make due provisions for the Annual Auditing of all accounts of the Association by any competent Auditors appointed by the WICA AGM, proposed by the Managing Committee in accordance with the rule 18 of the Mumbai State Trade Union Rules and Regulation Act 1927.

**[28] AMENDMENTS OF THE RULES:**

The rules of the Association can be altered, amended, changed, replaced, abrogated or terminated and new rules can be added to the same at any time by a majority of members present at the Annual / Special General Body Meeting, provided that a prior written notice of at least Seven (7) Days be given to the members for the proposed amendments / alterations / additions / deletion etc., and the same be placed on the agenda of the AGBM / SGBM of the Association for its final decision and reservation.

majority of 2/3<sup>rd</sup> (Two-third) of the votes of the Managing Committee members.

2. Fixed Deposit Account

- a) When WICA has accumulated moneys that cannot be applied / expended immediately or at an early date to the purposes of WICA, such moneys shall be deposited in the fixed deposits accounts as per these Byelaws mentioned hereinabove.

**[36-B]** The yearly accounts of WICA shall be audited in accordance with generally accepted auditing practices by a Chartered Accountant or a firm of Chartered Accountants appointed by WICA and the audited yearly accounts shall be placed at a meeting of the Managing Committee for the approval, which shall be held before the end of the succeeding financial year and these audited accounts shall be presented at AGBM / SGBM for approval.

**[36-C]** The Auditor shall file or cause to be filed necessary returns, audited accounts and other necessary forms / documents under the Income Tax Act of 1961, GST Act of 2017 and Trade Union Act of 1926 to the relevant authorities.

**[37] FINANCIAL STATEMENTS AND REPORTS:**

- a) An independent auditor approved and appointed by WICA shall at such time as the Managing Committee determines prepare for WICA as a whole consolidated financial statement, including a statement of combined capital assets and liabilities, a statement of revenues, expenses and distribution, a list of projects, events and organisations to or for which funds were used or distributed, a list of benefits disbursed and such other additional reports or information as may be ordered from time to time by the Managing Committee. The auditor shall also prepare such financial data as may be necessary for returns or reports required by the government to be filed in the Income Tax Dept., GST Commissioner's office, the Registrar of Trade Union's office or any other relevant authorities.
- b) The auditor's charges and expenses shall be proper expenses of administration.

**[38] ANNUAL AUDIT:**

- a) The WICA shall make due provisions for the Annual Auditing of all accounts of WICA by any competent Auditors proposed and appointed by the Managing Committee and approved by the AGBM / SGBM in accordance with the prevailing rules and regulations.

**[39] AMENDMENTS TO THE BYELAWS:**

- a) The Managing Committee of WICA shall have the full power and authority to add, alter, amend, change, abridge, substitute, rescind, abrogate any of the clauses when found necessary for general management of WICA except clause (36) of these Byelaws, in any of the Ordinary / Special / Emergency Managing Committee Meeting and shall get it approved in the AGBM / SGBM of WICA, provided that specifically written notice of the proposed amendments of these byelaws setting forth the proposed amendment along with the previous byelaws or a summary of the changes to be effected thereby shall have been given and sent by e-mail through the google mailing group / post / courier to each valid Permanent Junior / Associate / Active / Senior / Life Members at least Thirty (30) clear days in advance of the Annual General Body meeting (AGBM) and at least Fifteen (15) clear days in advance of the Special General Body meeting (SGBM) unless

**[27] INSPECTION OF BOOKS OF ACCOUNTS:**

All the books of Accounts of the Association shall be available to any member, for inspection, at the office of the Association, during the working hours of the Association, on all working days, except Sundays and Listed Holidays.

otherwise mentioned hereinabove in these byelaws and the same be placed on the agenda of the AGBM / SGBM of WICA for its final approval and reservation. In case if there are any reservations on any amendment(s) and if those reservations can be sorted out by rephrasing / removing / substituting the said amendment(s) then it shall be done then and there for AGBM / SGBM's approval & ratification and adoption shall be obtained on the same day so that those amendments could be implemented with immediate effect. The ratification and adoption of the amendments shall be recorded in the Minute Book. And it shall also mention that these will be implemented with immediate effect once submitted in the office of the Registrar of Trade Union.

- b) Every proposed amendment shall have a proposer and seconder from the AGBM / SGBM and the proposed amendment shall have a affirmative vote of 2/3<sup>rd</sup> (Two-third) of the valid Permanent Junior / Associate / Active / Senior / Life Members present in that AGBM / SGBM meeting, provided however, that the additions, amendments or modifications so made shall not affect the nature of the Association / Trade Union and benefits are not restricted to any particular religious community, caste, creed or gender and in any manner inconsistent with the provision hereof. The WICA shall officially adopt the amended Byelaws after having it approved first in any of the ensuing Ordinary, Special or Emergency Meeting of the Managing Committee and after registering it with the Registrar of Trade Union. The amended byelaws will be deemed to have come into force once approved, ratified and adopted by the AGBM / SGBM.
  - a) No amendment to the Byelaws of WICA shall be made which may prove to be repugnant to the provisions of sections 2(15), 11,12 & 80 G of the Income Tax Act of 1961 as amended from time to time.
  - b) Any elected Office Bearer or Executive Member or Member of the Byelaws Committee can propose any number of amendments to these Byelaws of WICA, except those clauses specified as not being subject to amendments, if any, in the Memorandum of Association, under any statutory laws and these Byelaws of WICA.

**[40] INSPECTION:**

- a) The Managing Committee of WICA shall keep at its registered office, the Books of Accounts, the original and the copies of the Memorandum of Association, Registration Certificate; Byelaws as amended or otherwise altered and adopted to date, certified by the President and General Secretary; valid Permanent Junior / Associate / Active / Senior / Life / Temporary / Conditional Members' Register shall at all times be kept in the office of WICA and shall be open to inspection by the Office Bearers, Executive Members of Managing Committee and valid Permanent Junior / Associate / Active / Senior / Life Members and at all reasonable times during the office hours excluding Sundays and the listed holidays.

**[41] SEAL:**

- 1) The WICA shall have an official common seal, setting forth the name of WICA. Such seal shall be affixed to such WICA instruments as may be required by law or governmental regulations or is deemed necessary or appropriate by the Managing Committee; but no Memorandum of Association or Byelaws of WICA, otherwise duly authorised shall be held invalid or insufficiently executed for want of such a seal.
  - a) The WICA may adopt a new seal at any time when deemed necessary.
  - b) A rubber stamp, an impression seal, digital or other convenient means may reproduce the seal of WICA.
- 2) The General Secretary / Office Secretary shall have the custody of the seal, which shall only be used by the order and authority of the President or General Secretary or Treasurer or Conveners of the Sub-Committees.

**[30] DISSOLUTION OF THE ASSOCIATION:**

The Association cannot be dissolved, save and except by the vote of the majority of three fourth (3/4<sup>TH</sup>) of the members present in the Annual General Body Meeting and/or specially called in the AGBM for that purpose, provided the total number of votes casted for such issue in such meetings shall not be less than two third (2/3<sup>RD</sup>) of majority of votes of the total number of members present and only those members whose subscriptions are paid up to date as per the records of the Association. The funds of the Association after meeting all the liabilities shall be disposed off in accordance with the final decision of the Dissolution Committee.

**[33] CODE OF CONDUCT:**

(i) The members of Western India Cinematographers' Association will accept assignment or service contracts only from the bonafide members of the Association of the Producers or Employers such as IMPPA, AMPTPP, WIFPA or GUILD etc, affiliated to the Film Federation of India and other bodies and duly recognized by the Federation of Western India Cine Employees (FWICE).

(ii) A detailed book on the "CODE OF CONDUCT" is available at the Association office for all WICA members; to refer to and to adhere to its conditions. The book is available free of charge.

Every document to which the seal is affixed shall be signed by the President and / or countersigned by the General Secretary or Treasurer or Convener of the Sub-Committee or by an authorised member of the Managing Committee / Sub-Committee.

**[40] LOGO:**

- a) WICA shall decide on its logo and have it registered with the relevant copyright authority. The registered logo shall be used on all the letterheads, envelopes or on any other mode of electronic and digital communication sent officially.

**[41] DISSOLUTION OF THE MANAGING COMMITTEE:**

1. The WICA's Managing Committee shall be dissolved in case:
  - a). Unable to maintain its aims, objectives and goals.
  - b). Unable to operate due to lack of funds.
  - c). Has become impossible and impracticable to function.
2. Such an action will need affirmative vote of 2/3<sup>rd</sup> (Two-third) valid Permanent Junior / Associate / Active / Senior / Life Members of WICA at an AGBM / SGBM upon the recommendations of the 2/3<sup>rd</sup> (Two-third) majority of the Office Bearers and Executive Members of the Managing Committee of WICA.
3. In the event of dissolution of WICA's Managing Committee, A Core Committee selected by the 2/3<sup>rd</sup> (Two-third) valid Permanent Junior / Associate / Active / Senior / Life Members of WICA present at an AGBM / SGBM will take charge of furthering its procedure of dissolution and solution (if any).

**[42] DISSOLUTION OF WICA AS TRADE UNION :**

The WESTERN INDIA CINEMATOGRAPHERS' ASSOCIATION as a Trade Union / Association can be dissolved according to the Section 28 of the Trade Union Act 1926 save and except by the vote of the **majority of 2/3<sup>rd</sup> (Two-third)** of the valid Permanent Junior / Associate / Active / Senior / Life Members present in the AGBM / SGBM called for that purpose, provided the total number of votes polled for such issue in such AGBM / SGBM shall **not be less than 2/3<sup>rd</sup> (Two-third) of majority** of votes of the total number of valid Permanent Junior / Associate / Active / Senior / Life Members present and only those valid Permanent Junior / Associate / Active / Senior / Life Members are present whose yearly subscription fee is exempted / paid up to date as per the prevailing byelaws and records of WICA.

The funds of WICA after meeting all the liabilities shall be disposed off in accordance with the Section 28 of the Trade Union Act 1926.

**[43] CODE OF CONDUCT:**

The following are the objectives of this Code:

1. To establish, encourage and promote the development of good ethical principles and practices to which all the Office Bearers & Executive Members of the Managing Committee, Conveners & Members of the Sub-Committees, Representatives of WICA, Special Invitee(s) and valid Permanent Junior / Associate / Active /

**[31] LIBRARY:**

A large selection of technical books on Cinematography & Video including Cinema and trade related magazines are available for free reading in WICA Office during the working hours. Some DVDs are also available for viewing but in the office only. Under any circumstances whatsoever any Book / Magazine / CD or DVD will not be allowed to be taken out of the Association Office.

**[35] GENERAL:**

Our Association is affiliated to the Federation of Western India Cine Employees (FWICE).

- It is pointed out to all the members, that whenever the Federation issues any of its Directives to Suspend / Stop or Resume work, this applies to all the categories of workers, including the members of WICA, whether employed on permanent basis or on a contractual basis or on daily wages.
- The Federation's directives are issued only after proper study on the legal and other complications aspects involved. Any threats therefore, such as that of dismissal or suspension from the job, which the employer or producer may make are incorrect and the Federation will defend its actions legally.
- It is very essential to have a WICA Membership Card on the person at all times, while shooting on any set; in any Studio or on any Location whether indoor or outdoor.  
Membership cards may be obtained from the Association after supplying two stamp sized photographs i.e. 1 ½" x 1" and against the payment of a small fee prevailing at that time.

Senior / Life and Temporary Members of WICA will adhere.

2. To develop, promote and maintain confidence and trust in the minds of WICA's Permanent Junior / Associate / Active / Senior / Life and Temporary Members.
3. To ensure that all potential 'conflicts of interest' do not exist, in case they exist to ensure they are disclosed and handled in accordance with the procedures as laid down in these Byelaws.
4. To ensure that all the Office Bearers & Executive Members of the Managing Committee, Conveners & Members of the Sub-Committees, Representatives of WICA & Special Invitee(s) and valid Permanent Junior / Associate / Active / Senior / Life and Temporary Members comply with its governing documents, constitution, rules, regulations and Byelaws.
5. To have mutual respect for all the elected Executive Members and valid Permanent Junior / Associate / Active / Senior / Life and Temporary Members.
6. To accept Collective Responsibility.
7. To encourage deserving Managing Committee members by giving due credit to them for their extra efforts and exceptional services provided for WICA and its Permanent / Temporary members.
8. To act in the interests of WICA.
9. To serve WICA with dedication and selflessness.
10. To work towards building and protecting the reputation of WICA.
11. To maintain Integrity, Probity and Prudence.
12. To believe in Transparency, Responsibility & Accountability.
13. To maintain Confidentiality.

**[44] LIBRARY:**

A large selection of technical books on Cinematography & Video including Cinema and trade related magazines are available for free reading in WICA Office during the working hours. Some DVDs are also available for viewing but in the office only. Under any circumstances whatsoever any Book / Magazine / CD or DVD will not be allowed to be taken out of the Association Office.

**[45] GENERAL:**

Our Association is affiliated to the Federation of Western India Cine Employees (FWICE).

- It is pointed out to all the members, that whenever the Federation issues any of its Directives **the members of WICA are suppose to follow that**, whether employed on permanent basis or on a contractual basis or on daily wages.
- The Federation's directives are issued only after proper study on the legal and other complications aspects involved. Any threats therefore, such as that of dismissal or suspension from the job, which the employer or producer may make are incorrect and the Federation will defend its actions legally.
- It is very essential to have a WICA Membership Card on the person at all times, while shooting on any set; in any Studio or on any Location whether indoor or outdoor.  
Membership cards may be obtained from the Association after supplying two stamp sized photographs i.e. 1 ½" x 1" and against the payment of a small fee prevailing at that time.

**[46] JURISDICTION:**

- a) If any dispute arises in the future then only courts of Mumbai shall have the exclusive jurisdiction to deliberate upon the matter.

**[47] HEADINGS:**

- a) The headings used in these Byelaws are for convenience only and do not constitute matter to be construed in



the interpretation of these Byelaws.

(R. M. Rao)

(Inderjit Bansel)

**PRESIDENT  
SECRETARY**

**GENERAL**

Dated: