

# C.M.A. BYLAWS (effective April 6, 2022)

## TABLE OF CONTENTS

<b>ARTICLE 1 - OBJECT</b> .....	4
<b>ARTICLE 2 - A.F. OF M. BYLAWS</b> .....	4
<b>ARTICLE 3 - DEFINITION OF TERMS</b> .....	4
<b>ARTICLE 4 - OFFICERS</b> .....	4
<b>ARTICLE 5 - DUTIES OF OFFICERS</b> .....	4
SECTION 1. DUTIES OF THE PRESIDENT ....	4
SECTION 2. DUTIES OF THE VICE PRESIDENT	5
SECTION 3. DUTIES OF THE SECRETARY TREASURER	5
SECTION 4. DUTIES OF THE EXECUTIVE COMMITTEE	6
<b>ARTICLE 6 - COMMITTEES</b> .....	6
SECTION 1. STANDING COMMITTEES.....	6
SECTION 2. SPECIAL COMMITTEES.....	7
<b>ARTICLE 7 - ASSOCIATION FUNDS</b> .....	7
SECTION 1. FUNDS .....	7
SECTION 2. CONTRACT GUARANTEE FUND	7
SECTION 3. STAN BROWN BENEVOLENT FUND	8
SECTION 4. FINANCIAL REVIEW ENGAGEMENT	8
SECTION 5. FISCAL YEAR .....	8
<b>ARTICLE 8 - MEMBERSHIP, INITIATION AND DUES</b>	8
SECTION 1. ELIGIBILITY .....	8
SECTION 2. INITIATION.....	8
SECTION 3. PARTIAL PAYMENT .....	9
SECTION 4. REJECTED APPLICATIONS .....	9
SECTION 5. ORIENTATION.....	9
SECTION 6. DUES.....	9
SECTION 7. OBLIGATION OF MEMBERSHIP	9
SECTION 8. WORK DUES .....	9
SECTION 9. OTHER MUSICIANS UNIONS..	10
SECTION 10. HONORARY MEMBERS.....	10
SECTION 11. LIFE MEMBERSHIPS.....	10
SECTION 12. 25/50 YEAR MEMBERS .....	10
SECTION 13. YOUTH MEMBERSHIP AND STUDENT MEMBERSHIP	11
<b>ARTICLE 9 - EXPULSION, RESIGNATION, REINSTATEMENT</b>	11
SECTION 1. EXPULSION FOR CAUSES OTHER THAN NON PAYMENT OF DUES	11
SECTION 2. RESIGNATION, REINSTATEMENT	11
<b>ARTICLE 10 - NOMINATION, ELECTION, INSTALLATION AND APPOINTMENT OF OFFICERS</b>	11
SECTION 1. NOMINATION OF OFFICERS...	11
SECTION 2. ELECTION OF OFFICERS .....	11
SECTION 3. INSTALLATION OF OFFICERS	12
SECTION 4. ASSUMING OFFICE .....	12
SECTION 5. APPOINTMENT OF OFFICERS	12
SECTION 6. SECRET BALLOT .....	12
<b>ARTICLE 11 - MEETINGS</b> .....	12
SECTION 1. REGULAR MEETINGS.....	12
SECTION 2. SPECIAL MEETINGS .....	13
SECTION 3. ORDER OF BUSINESS .....	13
SECTION 4. RULES OF ORDER.....	13

SECTION 5. PRESERVING ORDER .....	13
SECTION 6. DISSOLUTION.....	13
<b>ARTICLE 12 - CHANGES TO THE BYLAWS AND TARIFF OF FEES</b>	<b>14</b>
<b>ARTICLE 13 - ENGAGEMENTS, CONTRACTS AND LOCATION REPORTS</b>	<b>14</b>
SECTION 1. STEADY ENGAGEMENTS .....	14
SECTION 2. CASUAL ENGAGEMENTS .....	14
SECTION 3. A.F. OF M. CONTRACTS .....	14
SECTION 4. LOCATION REPORTS .....	14
SECTION 5. OPEN-ENDED CONTRACTS....	15
<b>ARTICLE 14 - PAYMENT OF WAGES: LEADERS OR CONTRACTORS</b>	<b>15</b>
<b>ARTICLE 15 - DEFAULTING AND UNFAIR EMPLOYERS</b>	<b>15</b>
SECTION 1. DEFAULTS (EMPLOYERS).....	15
SECTION 2. DEFAULTS: LEADERS RESPONSIBLE AFTER 30 DAYS	15
SECTION 3. EMPLOYERS DEPOSITING WAGES	15
SECTION 4. WAGE DEADLINE .....	15
<b>ARTICLE 16 - RIGHTS AND DUTIES OF MEMBERS</b>	<b>16</b>
SECTION 1. PAID UP CARD.....	16
SECTION 2. REPORTING OFFENCES.....	16
SECTION 3. EXTRA INDUCEMENTS .....	16
SECTION 4. SOLICITING ENGAGEMENTS .	16
SECTION 5. CHARITY ENGAGEMENTS .....	16
SECTION 6. TEACHING .....	16
SECTION 7. INSTRUMENTATION .....	16
SECTION 8. PROHIBITED ENGAGEMENTS	16
SECTION 9. HIRING SUSPENDED OR NON-MEMBERS	16
<b>ARTICLE 17 - GENERAL PRINCIPLES, DEPARTMENT AND CONDUCT</b>	<b>17</b>
SECTION 1. OFFENCES AND PENALTIES NOT OTHERWISE PROVIDED FOR	17
SECTION 2. VULGAR LANGUAGE .....	17
SECTION 3. INTOXICATION .....	17
SECTION 4. VILIFICATION .....	17
<b>ARTICLE 18 - OFFENCES, FINES AND PENALTIES</b>	<b>17</b>
SECTION 1. GENERAL.....	17
SECTION 2. DEADLINE: FINES AND JUDGEMENTS	17
SECTION 3. DUES: LATE PAYMENT.....	17
SECTION 4. N.S.F. CHEQUES .....	18
SECTION 5. MEMBERS ADDRESSES .....	18
SECTION 6. PLAYING WITH SUSPENDED OR NON MEMBERS	18
SECTION 7. HIRING SUSPENDED OR NON MEMBERS	18
SECTION 8. UNDERSCALE ENGAGEMENTS	18
SECTION 9. NOTICE (SIDEMUSICIANS).....	18
SECTION 10. NOTICE (LEADERS) .....	19
SECTION 11. NOTICE (PENALTIES) .....	19
<b>ARTICLE 19 - CHARGES, TRIAL, EVIDENCE AND APPEALS</b>	<b>19</b>
SECTION 1. CHARGES .....	19
SECTION 2. TRIALS AND EVIDENCE .....	19
SECTION 3. TRIAL BOARD .....	19
SECTION 4. APPEALS.....	20
SECTION 5. DISBURSAL OF CLAIM FUNDS.	20
<b>ARTICLE 20 - COLLECTIVE AGREEMENTS &amp; RATIFICATION</b>	<b>20</b>
SECTION 1. COLLECTIVE AGREEMENTS ..	20
SECTION 2. RATIFICATION .....	20
SECTION 3. CONFLICT OF INTEREST .....	20

**ARTICLE 21 - INDEMNITY ..... 21**

**ARTICLE 22 - TRANSPORTATION RATES . 21**

## **ARTICLE 1 - OBJECT**

The objectives of the Calgary Musicians Association, Local 547 A.F. of M. are as follows:

1. To unite musicians within its jurisdiction.
2. To provide professional services and educational opportunities for the membership.
3. To improve the employment and economic conditions of the members by setting minimum fees and working conditions, and negotiating and maintaining collective agreements with music purchasers and promoters.
4. To protect and enhance the status of the musicians within the community.
5. To promote the musical services and performances of the membership.
6. To adhere to the AFM bylaws, and to participate in its parent organization at the national and international levels.

## **ARTICLE 2 - A.F. OF M. BYLAWS**

The Bylaws of Local 547 are subject and subordinate to the Bylaws and amendments thereto of the American Federation of Musicians of the United States and Canada, and wherever conflict or discrepancy appears between the Bylaws of Local 547 and the Bylaws and amendments thereto of the American Federation of Musicians of the United States and Canada, the latter shall prevail.

## **ARTICLE 3 - DEFINITION OF TERMS**

- A. The terms used herein relating to the Bylaws and Tariff of Fees, Local, Association, Union shall be understood to mean the Calgary Musicians Association, Local 547, A.F. of M.
- B. In these Bylaws, masculine gender shall include the feminine where the context so requires, and the feminine gender shall include the masculine where the context so requires.

## **ARTICLE 4 - OFFICERS**

The Officers of this Association shall be as follows:

President (and delegate to the AFM Convention/Canadian Conference)  
Vice President  
Secretary Treasurer (and delegate to the AFM Convention/Canadian Conference)  
Four (4) Representatives to the Executive Committee.

The above Officers shall constitute the Executive Committee. The above Officers shall be elected biennially at the November General Meeting. Annual membership dues for the Executive Committee will be paid by the Association up to the equivalent of their term in office.

## **ARTICLE 5 - DUTIES OF OFFICERS**

### **SECTION 1. DUTIES OF THE PRESIDENT**

- A. The President shall preside at all meetings of the Association and the Executive Committee and enforce order and strict observance of the Bylaws; convene Regular and Special Meetings of the Association and Executive Committee; vote only in the case of a tie; decide disputed points of order; and unless Two-Thirds (2/3) of the votes cast shall dissent there from, his decisions shall be final.
- B. He shall have charge of the Charter.
- C. Either he, or the Vice President, or the Secretary Treasurer (any two of the three) shall sign all cheques issued by the Association.

- D. He shall perform such duties as may by rule or custom pertain to his Office.
- E. He shall not be eligible for any office but that of President during his term of office.
- F. He shall be ex-officio a member of all Committees.
- G. The President shall, by virtue of his office, be a delegate to the A.F. of M. Convention and the annual Canadian Conference of Locals, at the discretion of the Executive Committee.
- H. The President shall receive an Expense Allowance not to exceed \$1,100.00 per year, and an Honorarium not to exceed \$5,000.00 per year plus pension. The actual amounts (up to the maximum) shall be determined by the Executive Committee.

## SECTION 2. DUTIES OF THE VICE PRESIDENT

- A. The Vice President shall perform all the duties pertaining to the office of President in case of absence, resignation or removal from office of the President.
- B. It shall be the duty of the Vice President to assist the President in preserving order and decorum during all meetings of the Association.
- C. Either he, or the President, or the Secretary Treasurer (any two of the three) shall sign all cheques issued by the Association.
- D. The Vice President shall receive an Expense Allowance not to exceed \$25.00 per meeting, and an Honorarium not to exceed \$25.00 per meeting. The actual amounts (up to the maximum) shall be determined by the Executive Committee.

## SECTION 3. DUTIES OF THE SECRETARY TREASURER

- A. The Secretary Treasurer is to be a full-time officer (40-hour week) and is to be paid a salary and a contribution to Musicians' Pension Fund of Canada which will be determined annually by the Executive Committee after receiving a recommendation from the Finance Committee. The Secretary Treasurer is to receive normal employee benefits (CPP and EI contributions), travelling expenses and actual out-of-pocket expenses by way of an Expense Allowance. The Secretary Treasurer is allowed to play musical engagements so long as his musical work does not prejudice his full-time Secretary Treasurer's job.
- B. It shall be the duty of the Secretary Treasurer to keep a correct record of the transactions at the meetings of the Association, the Executive Committee and the Trial Board; conduct all correspondence of the Association; keep true individual accounts between the Association and its members; fill out all certificates of membership; issue notices for all meetings of the Association - Regular or Special - the notice for all meetings to contain the date, time and place of meeting, and shall also have the names of the President and Secretary Treasurer.
- C. He shall receive all monies due the Association, report the financial standing of the Association at each General Meeting; and at the Annual meeting he shall give a minute and detailed statement of funds and effects belonging to the Association, specifying the nature of receipts and expenditures, and in whose custody the funds and effects shall then be, together with such information as may be of interest to the members. The Report at the Annual meeting shall include a tabulated statement, showing the names of absentee Officers and the number of times they were absent from either General, Special or Executive Committee meetings.
- D. He shall comply with all the requirements of the International Executive Board of the American Federation of Musicians of the United States and Canada, and furnish that body with such information as it may from time to time desire.
- E. He shall keep a correct list of the Officers and members of Local 547, A.F. of M.
- F. Either he, or the President, or the Vice President (any two of the three) shall sign all cheques issued by the Association. He shall retain the stubs of such cheques for the information of the Auditors.
- G. He shall submit his books for inspection as often as it may be required by the Association, and perform such other duties as the Bylaws prescribe or the Association directs.

- H. He shall act as Press Correspondent, and shall furnish the International Musician and other publications all notes of interest pertaining to this Association.
- I. In books belonging to the Association he shall keep an accurate account of all monies received and expended and at the first meeting in each quarter of the fiscal year he shall render a detailed statement showing balance in bank. Single expenditures over the amount of \$2500.00 will be approved by the Executive Committee.
- J. The Secretary Treasurer shall, by virtue of his office, be a delegate to the A.F. of M. Convention and the Annual Canadian Conference of Locals.

**SECTION 4. DUTIES OF THE EXECUTIVE COMMITTEE**

- A. The duties of the Executive Committee shall be to transact all business when the Association is not in session and a written report shall be submitted at the next succeeding meeting of the Local and the same shall be incorporated in the Regular Minutes of the Local.
- B. Four (4) members shall constitute a quorum for the transaction of business at any meeting regularly called by the President, or his duly authorized Executive Committee deputy.
- C. In case of emergency touching the price of any engagement or any other matter not specially mentioned in the Bylaws and Tariff of Fees and about which reasonable doubt may exist, the Executive Committee shall, on request, decide and settle the matter; provided that their decision and settlement must not be contrary to the spirit and principles governing said Bylaws and Tariff of Fees.
- D. The Representatives to the Executive Committee shall be paid an expense allowance not to exceed \$25.00 per meeting attended, and an Honorarium not to exceed \$25.00 per meeting attended. The actual amounts (up to the maximum) shall be determined by the Executive Committee.
- E. The Executive Committee shall be empowered to reduce or suspend the payment of Honorariums to Officers, Executive Committee Members and Committee Chairmen and annual membership dues for the Executive Committee when economic conditions so dictate.

**ARTICLE 6 - COMMITTEES**

**SECTION 1. STANDING COMMITTEES**

- A. Are as follows:

Tariff of Fees  
 Finance  
 Music Performance Fund  
 Stan Brown Benevolent Fund

- B.
  - i. Any member or Executive Committee Member, other than the Secretary Treasurer, who serves as Chairman of the M.P.F. Committee shall receive an annual honorarium not to exceed \$75.00. The actual amount (up to the maximum) shall be determined by the Executive Committee.
  - ii. Any member or Representative to the Executive Committee serving as Chairman of the Finance Committee, Tariff of Fees Committee or the Stan Brown Benevolent Committee shall receive an honorarium not to exceed \$75.00 per year, at the discretion of the Executive Committee. The actual amount (up to the maximum) shall be determined by the Executive Committee.
  - iii. Any member or Representative to the Executive Committee serving as a member of any Standing Committee shall receive an expense allowance not to exceed \$25.00 per meeting attended. The actual amount (up to the maximum) shall be determined by the Executive Committee.
  - iv. Any member or Representative to the Executive Committee serving as a member of any Negotiating Committee shall receive an expense allowance not to exceed \$25.00 per scheduled negotiating meeting attended. The actual amount (up to the maximum) shall be determined by the Executive Committee.

- C. Representatives to the Executive Committee who serve as members of the Trial Board shall be paid an expense allowance not to exceed \$25.00 per meeting attended, and an honorarium not to exceed \$25.00 per meeting attended. The actual amount (up to the maximum) shall be determined by the Executive Committee.

## SECTION 2. SPECIAL COMMITTEES

- A. Special Committees shall be appointed by the President, unless otherwise ordered by the Association.
- B. All Committees must report in writing to the Association.
- C. The Executive Committee shall determine whether or not members or Representatives to the Executive Committee shall be paid an expense allowance not to exceed \$25.00 per Special Committee meeting attended. The actual amount (up to the maximum) shall be determined by the Executive Committee.

## ARTICLE 7 - ASSOCIATION FUNDS

### SECTION 1. FUNDS

- A. The funds of Local 547, A.F. of M. shall consist of a General Fund, a Contract Guarantee Fund and a Health and Welfare Fund known as the Stan Brown Benevolent Fund.

### SECTION 2. CONTRACT GUARANTEE FUND

The Association shall maintain a fund known as the "Calgary Musicians Association Contract Guarantee Fund" for the purpose of providing interest free loans to Local 547 members who have prima facie claims against purchasers based upon unpaid wages from engagements covered by filed A.F. of M. contracts. Receipts and payments will be administered through the General Fund bank account.

- A. The "Calgary Musicians Association Contract Guarantee Fund" shall consist of:
  - i. All monies collected from non-union musicians employed by members under Article 16, Section 9 of the Bylaws of the Association.
  - ii. Any contribution received from anyone or any organization who may wish to make contributions to this fund.
  - iii. Sufficient funds from the General Fund to maintain the fund at a minimum balance of \$2,000.00.
  - iv. Funds in excess of the above noted minimum may be transferred to the General Fund.
- B. Interest free loans may be approved in amounts equal to scale wages as specified in the current Tariff of Fees for all A.F. of M. members listed on the contract:
  - i. Casual Engagements: One engagement to a maximum of three (3) hours.
  - ii. Steady Engagements: One week's contracted engagements (maximum of six (6) three (3) hour engagements).
- C. In order to qualify for interest free loans under this Section, members must:
  - i. Possess an A.F. of M. contract for the engagement in question which has been signed by the purchaser and the leader, and which has been filed with the Association prior to the engagement.
  - ii. File a written claim for wages with the Secretary Treasurer and sign an agreement in which they confirm that the full amount of the loan will be repaid to the Contract Guarantee Fund upon collection of the claim (or an approved settlement) by either the member or the Association.
  - iii. Indicate that all contracted musicians are members of the A.F. of M. and that the leader and a majority of musicians are Local 547 members.
  - iv. Confirm that every reasonable effort has been made to replace a cancelled contracted engagement, if such cancellation is the reason for the claim.
  - v. Prove to the satisfaction of the Executive Committee or its designate that a prima facie claim exists.
- D. Only engagements contracted for performance within the jurisdiction of Local 547 shall qualify under this Section.
- E. Should the claim for wages be uncollectable by reason of bankruptcy or receivership of the purchaser or due to other circumstances beyond the control of the member or the Association, the amount of the loan will be forgiven.
- F. No one interest free loan shall exceed \$2,000.00. The net payout from the fund in any given calendar year shall be limited to a maximum of \$5,000.00 (total loans granted minus outstanding loans collected).

### SECTION 3. STAN BROWN BENEVOLENT FUND

- A. The Local shall establish a fund to be known as "The Stan Brown Benevolent Fund" for the purpose of assisting members whose work opportunities are drastically curtailed by long term illness or disability, or members who find themselves in dire financial straits.
- B. A special bank account shall be maintained for "The Stan Brown Benevolent Fund" through which all receipts and payments shall be made.
- C. "The Stan Brown Benevolent Fund" shall consist of:
  - i. The Health and Welfare payments provided for in International Federation Agreements.
  - ii. Any contribution received from members, non-members or organizations who may wish to make contributions to this fund.
  - iii. Net receipts from fund raising functions that may be mounted by the Association or any other group or organization in support of this fund.
- D. The Association President shall appoint three (3) Benevolent Fund Trustees for two (2) year terms, which terms shall coincide with the term of office of the Executive Committee. Such Trustees must be Association members, but not members of the Executive Committee. The Trustees shall elect their own chairman.
- E. Written applications to the Trustees for grants or loans without interest may be submitted by members or on a member's behalf, by members' spouses or dependents, or another member.
- F. Individual grants or loans may be approved by the Trustees in amounts not exceeding one thousand dollars (\$1,000.00), but not less than fifty dollars (\$50.00). Under extraordinary circumstances, the Executive Committee may approve grants or loans which exceed one thousand dollars (\$1,000.00).
- G. Members' repayment schedules of loans granted by the Benevolent Fund shall not affect their Association or A.F. of M. membership status.
- H. The Trustees shall issue an annual report on the activities of the Benevolent Fund, which report shall coincide with the issuing of the Association Annual Financial Statement.

### SECTION 4. FINANCIAL REVIEW ENGAGEMENT

The books and accounts of the Association shall be subject to an annual Financial Review Engagement by the Accountants appointed by the Executive Committee; and their report shall be presented and read at the second General Meeting of the following fiscal year.

### SECTION 5. FISCAL YEAR

Effective September 1, 1997, the fiscal year of the Association shall be September 1 - August 31.

## **ARTICLE 8 - MEMBERSHIP, INITIATION AND DUES**

### SECTION 1. ELIGIBILITY

All performers on musical instruments of any kind, vocalists, dancers, and support crew or other individuals who render musical services of any kind shall be eligible for membership, subject to AFM laws and jurisdiction.

### SECTION 2. INITIATION

- A. The Local Initiation Fee is \$50.00 and the Federation Initiation Fee is established by the Federation. All applications for membership shall be made on the regular A.F. of M. forms supplied for that purpose and after being correctly filled in, shall be handed over to the Secretary Treasurer accompanied by the amount of full membership fee and reported to the Executive Committee to be dealt with.
- B. Should the applicant be rejected, the fee shall be returned to him.

### SECTION 3. PARTIAL PAYMENT

- A. A partial payment of \$80.00 will be accepted toward payment of the Federation Initiation Fees, the Local Initiation Fee and the first year's dues. The remainder must be paid within 90 days of the applicant's initial payment.

### SECTION 4. REJECTED APPLICATIONS

Persons having been rejected cannot renew their application until the expiration of three (3) months.

### SECTION 5. ORIENTATION

Participation in an Orientation Program is a requirement of membership. If a new member refuses to participate in such a program within six (6) months of their joining this Local, their membership may be cancelled.

### SECTION 6. DUES

- A. If the election of a candidate takes place within thirty (30) days of the end of a quarter, dues, except Initiation Fee, shall date from the following quarter.
- B. The Dues for the Calgary Musicians Association shall be in such amounts as may be set from time to time upon a majority vote by secret ballot of members present at the May General Meeting after a properly presented Notice of Motion to amend the existing Bylaws.
- (i) Annual Dues for full contracted members of the Calgary Philharmonic Orchestra shall include the preceding plus any obligation(s) payable by them under the Constitution of the Calgary Philharmonic Players Association.
- C. At his/her discretion, the Sec-Treasurer may issue a Temporary Membership Permit (TMP). The fee per day for the TMP will be no less than the equivalent of a quarterly annual dues payment as listed in the Tariff of Fees. The TMP will be credited to the non-member, if he/she decides to join the Association during the fiscal year the permit was issued.

### SECTION 7. OBLIGATION OF MEMBERSHIP

Anyone making application to join the Association shall take the obligation, as contained in paragraph one of the A.F. of M. Application Blank (for use in Canada only), to uphold the Bylaws of the American Federation of Musicians of the United States and Canada, and Local 547 of the A.F. of M.

### SECTION 8. WORK DUES

- A. All Local and Traveling A.F. of M. members shall pay dues (work dues) based on scale earnings as follows:
- i. 3% for employment under Federation negotiated Electronic Agreements – 1.5% to the Federation and 1.5% to the Local; CBC, CCPR & Commercials Announcements – 1.75% to the Federation and 1.25% to the Local. Work dues on Electronic Media Agreements negotiated by the Local shall be 3%.
  - ii. 5% for MPF – 2.5% to the Federation and 2.5% to the Local.
  - iii. 3% for employment under Federation negotiated Agreements and "Pamphlets" covering touring employment - 3% to the Federation.
  - iv. 15% for new use of electronic media - 13% to the Federation and 2% to the Local.
  - v. 2% for CPO employment - .55% to the Federation and 1.45% to the Local.
  - vi. 2% for engagements under Sections 1 (Theatre); 5 (Orchestral); 6 (Church Services) of the Tariff of Fees, for engagements under any Association collective agreement and for travelling AFM members.
  - vii. For engagements under Sections 2 (Casual); 4 (Steady); 12 (Band Engagements); 13 (Sports Events) and 14 (Music Prep) of the Tariff of Fees, a mandatory individual work dues buyout starting September 1, 2009 as follows:

0 – 10 engagements	\$8.40
11 – 20 engagements	\$25.20
21 – 40 engagements	\$50.40
41 – 60 engagements	\$84.00
61 – 80 engagements	\$117.60

81 – 100 engagements	\$151.20
101 - 120 engagements	\$184.80
121– 140 engagements	\$218.40
141– 160 engagements	\$252.00

(a) At the beginning of each year, Local 547 members shall declare, on an official CMA form, one of the above categories for their buyout, based on the number of engagements (services) performed in Local 547's jurisdiction during the previous fiscal year. This declaration will be considered a location report for the year.

(b) The buyout is due and payable with Annual Dues.

(c) The buyout fee declaration and payment shall also apply to new and reinstating members at the time they join or reinstate.

(d) Travelling AFM members will have the option of purchasing a buyout.

(e) The buyout in each category is calculated at the mean multiplied by 1.5% of Casual side musician scale and will increase at the beginning of the fiscal year by the same percentage as any increase to side musician scale under Section 2 (Casual Engagements).

(f) AFM members who do not make the mandatory declaration shall be subject to disciplinary actions provided for under Article 18, Section 1.

- B. Collection and remittance of Work Dues shall be the responsibility of the leader, contractor or single performer, except in the case of Section 8A(v) (Calgary Philharmonic) and 8A(vii) (buyout) above, where individual musicians shall be responsible.
- C. Payment of Work Dues shall be made within 30 days of the stipulated "pay day" as stated on the A.F. of M. Contract, or following receipt of a statement from the Secretary Treasurer, which ever shall first occur. Members who fail to pay work dues within 90 days of the original billing may be Suspended or Expelled.

#### SECTION 9. OTHER MUSICIANS UNIONS

Members who belong to other Musicians Unions not affiliated with the A.F. of M. in this jurisdiction shall, after due notice, be expelled.

#### SECTION 10. HONORARY MEMBERS

- A. A person who has distinguished himself to the benefit of the Association or the musical profession may be given an honorary membership.
- B. Proposals for the awarding of Honorary Membership must be submitted in writing by a Member to the Executive Committee, who may approve the proposal by a two thirds positive vote of a quorum of the Executive Committee.
- C. Honorary Members shall continue to be members for life so long as they comply with the Bylaws.

#### SECTION 11. LIFE MEMBERSHIPS

- A. Any member with thirty-five (35) accumulated years membership in the American Federation of Musicians who has reached sixty-five (65) years of age shall be eligible for Life Membership upon application to the Executive Committee. All Life Members will be required to pay the current Federation Per Capita Dues plus Association Dues as set according to Article 8, Section 6.
- B. Life Members shall continue to be members for life so long as they comply with the Bylaws.

#### SECTION 12. 25/50 YEAR MEMBERS

A member who has held continuous membership in Local 547 for the immediately preceding twenty-five (25) years shall receive a 25 Year Pin and a suitably inscribed 25 Year Membership Scroll. A 50 Year Pin and Scroll will be awarded to members who have held continuous membership in the Local for fifty (50) years.

## SECTION 13. YOUTH MEMBERSHIP and STUDENT MEMBERSHIP

- A. Persons 20 years of age or younger may join the Local as a Youth Member and remain in that classification until his/her 21st birthday.
- B. Persons registered as a student in an accredited school, college or university, may join the Local as a Student Member and remain in that classification until they are no longer a student, at which time they will become a Regular Member at no additional cost.
- C. Youth Members and Student Members shall have all of the rights and duties of Regular members and shall pay regular periodic dues as set according to Article 8, Section 6 and Work Dues according to Article 8, Section 8.
- D. Youth Members & Student Members shall not be required to pay either the Local or Federation Initiation Fees.

## **ARTICLE 9 - EXPULSION, RESIGNATION, REINSTATEMENT**

### SECTION 1. EXPULSION FOR CAUSES OTHER THAN NON-PAYMENT OF DUES

- A. When a member is expelled from membership except for non-payment of Dues, he cannot make application for membership again within three (3) months from date of expulsion, when he must pay the prescribed reinstatement fee and back Dues to the date of expulsion and comply with any decision which may have been imposed upon him before his application may be considered.
- B. He must also comply with any decision or penalty imposed by the International Executive Board of the American Federation of Musicians of the United States and Canada.

### SECTION 2. RESIGNATION, REINSTATEMENT

When a member of this Local tenders his resignation, it shall not be accepted until he has paid all demands to date, and should he desire to join this Local again he can be reinstated without the initiation but must pay a Reinstatement Fee of \$35.00.

## **ARTICLE 10 - NOMINATION, ELECTION, INSTALLATION AND APPOINTMENT OF OFFICERS**

### SECTION 1. NOMINATION OF OFFICERS

Nomination of Officers shall take place on or before October 20 of odd numbered years by way of receipt by the Association Office of the Official Nomination Form which must be signed by the nominator, a seconder and the nominee, all of whom must be members in good standing. In addition, nominees standing for office must have been a Local 547 member in good standing for at least one (1) year immediately prior to being nominated. The Official Nomination Form will be published in the August Musicalgary.

### SECTION 2. ELECTION OF OFFICERS

Members shall be nominated for the following offices:

President (and delegate to the AFM Convention/Canadian Conference)  
Vice President  
Secretary Treasurer (and delegate to the AFM Convention/Canadian Conference)  
Four (4) Representatives to the Executive Committee

- A. The President shall appoint an Election Committee of three (3) members, who shall devise plans to receive and count the ballots on election day. The Chairman of the Election Committee shall be elected by the members of the Election Committee.
  - i. A member of the Election Committee shall be present at all times during which ballots may be cast.
- B. Election for each office shall be taken separately by Ballot in order named:  
President, Vice President, Secretary Treasurer, Four  
(4) Representatives to the Executive Committee.

In the case that only one member is nominated for a named office or four or less members are nominated for Representatives to the Executive Board, they will be deemed elected by acclamation.

- C. Members may cast their ballots:
  - i. At the Association Office between 9:00 A.M. and 4:00 P.M. on the Friday and Saturday immediately preceding, and on the Monday of the Regular November General Meeting; or,
  - ii. At the appropriate time during the November General Meeting as provided by Order of Business; or,
  - iii. By "Advance mail ballot" if the member resides outside the City of Calgary (that is in Banff, Medicine Hat, Cranbrook, Red Deer, Lethbridge, etc.). Members residing outside the City of Calgary will receive individual ballots with their Newsletter, which must be returned to the election Committee by 4:00 P.M. on the Monday of the General Meeting. Otherwise, a member may utilize the "advance mail ballot" only if the member is unable to vote in person at any of the available times. Such advance mail ballots can be obtained from the Election Committee by Calgary members upon providing proof of their impending absence.
- D. For the Office of President, Vice President and Secretary Treasurer, the nominee receiving the highest number of votes shall be declared elected.
- E. For the Office of Representative to the Executive Committee: The four candidates receiving the highest number of votes shall be declared elected.
- F. The President will have the right to vote as a member of the Association and will also have a deciding vote when a tie occurs for President, Vice President, or for the fourth candidate for Representative to the Executive Committee

### SECTION 3. INSTALLATION OF OFFICERS

At the request of the presiding officer, the officers elect shall arrange themselves in front of his desk (all members standing) and obligate themselves to the following pledge, which shall be dictated to them:

"I, ..... do hereby solemnly pledge my most sacred honour, that I will faithfully discharge the duties of my office as....., of this Local during the term for which I have been elected, or until my successor has been duly elected and installed; that I will support the Bylaws, Rules and Regulations of Local 547, and that I will enforce the laws thereof to the best of my ability without prejudice or partiality".

### SECTION 4. ASSUMING OFFICE

Officers elected and installed at the November General Meeting shall assume office on January 1 of the following year.

### SECTION 5. APPOINTMENT OF OFFICERS

In case of death, resignation, misconduct, neglect or refusal to act of any of the Officers of this Association, the Executive Committee shall have the power to fill the vacancy. In the case of a vacancy on the Executive Committee following an election, the incoming Executive shall have the power to fill the vacancy.

### SECTION 6. SECRET BALLOT

Shall apply to Election of Officers, and on all Union matters when deemed necessary.

## ARTICLE 11 - MEETINGS

### SECTION 1. REGULAR MEETINGS

- A. The second Regular Meeting of the fiscal year shall be known as the Annual Meeting.
- B. The Regular Meetings of the Association shall be held on the third Mondays of March, May, September and November, unless otherwise ordered by the Executive Committee; due notice having been given to the membership.
- C. Fifteen members shall constitute a quorum at Regular or Special Meetings of the Association and a meeting is not to commence without a quorum.

- D. The Executive Committee shall have the right, at its discretion, to act on any matter which, after due notice has been placed on the agenda of two (2) successive Regular or Special Meetings, but which could not be acted upon for lack of a quorum.

## SECTION 2. SPECIAL MEETINGS

Special Meetings of the Association shall be called by the President in his discretion or at the request of the Executive Committee, or written request of Five (5) members in good standing. The purpose for the meeting must accompany the request. Members at whose request a Special Meeting is called must be present at said Meeting, unless excused by the President. No other business but that mentioned in the notice shall be transacted at any Special Meeting. A Special Meeting shall be held as soon as is practicable after receipt of the request, but not sooner than fourteen (14) days following notification to the membership.

## SECTION 3. ORDER OF BUSINESS

1. Reading of Minutes of the last General Meeting and subsequent Executive Meetings.
2. Communications.
3. Attendance Report.
4. Changes to the Bylaws (May/November).
5. Changes to the Tariff of Fees (November).
6. Report of Standing Committees.
7. Report of Special Committees.
8. Election of Officers (November).
9. Installation of Officers (November).
10. Notices of Motion.
11. Questions by Members.
12. Unfinished Business.
13. New Business.
14. Treasurer's Quarterly Report.
15. Auditor's Report
16. Good and Welfare.
17. Motion to Adjourn.

## SECTION 4. RULES OF ORDER

All meetings of the Association shall be conducted under the procedures laid down in the latest edition of Robert's Rules of Order.

## SECTION 5. PRESERVING ORDER

The President shall designate one Executive Committee member who shall refuse admittance to meetings of any members who are not in good standing, or to non-members who are not provided with special permission to attend. Upon the call of the presiding Officer, he shall expel any member whose conduct has rendered expulsion necessary.

## SECTION 6. DISSOLUTION

A proposition to dissolve this Association shall be signed by not less than Twenty-Five (25) members in good standing and must be presented at a Regular Meeting and shall specify in detail the manner of dissolution. The President shall, within Six (6) weeks after the proposition has been presented, call a Special Meeting for this purpose alone. At this meeting the proposed plan shall be fully debated upon, and if receiving a majority of Five-Sixth (5/6ths) of the members present, the Association shall be declared dissolved and the provisions of the adopted plan faithfully executed but in no case shall the funds be divided without dissolution.

## SECTION 7. ELECTRONIC MEMBERSHIP MEETINGS

- A. Executive Committee, appointed or elected Local Committees, Regular and Special Meetings of the membership may be conducted via electronic means (e.g., telephone, videoconference) at the direction of the Executive Board or President, provided that every member is so advised in the meeting notice, and that reasonable provisions have been made to accommodate those members who may have difficulty with the technology utilized (e.g., accommodations such as clear instructions, resource-sharing with other members, community access points).

- B. Secret ballot voting is not permitted in an electronic meeting. Where secret ballot voting is required on a matter pending before an electronic meeting (e.g., election of officers, raising or lowering dues, by demand of the body, or on other matters required by AFM or Local Bylaws), the question shall be referred to a secret ballot vote of the full membership. When not in conflict with public law or AFM Bylaws, however, the members present in an electronic meeting may, by unanimous consent, waive the Local's secret ballot requirement and vote by roll call and/or a showing of hands.
- C. The Executive Board shall set up special rules, subject to adoption by the membership, to govern how the meeting will be run (how to be recognized, how to make motions, how to moderate discussion, and how voting will be conducted.)

**ARTICLE 12 - CHANGES TO THE BYLAWS AND TARIFF OF FEES**

- A. The Bylaws may be amended at the Regular Meetings held in May and November, provided thirty (30) days previous notice has been given to the membership of the particular section(s) to be amended and sixty (60) days notice has been given to the Local.
  - i. Amendments to the Bylaws which alter dues, assessments and initiation fees shall require a majority vote, by secret ballot, of the members present.
  - ii. All other amendments shall require a two-thirds (2/3) vote of the members present.
- B. The Tariff of Fees may be amended only at the Regular Meeting held in November by a two-thirds (2/3) vote of the members present, provided thirty (30) days previous notice has been given to the membership of the particular section(s) to be amended and sixty (60) days notice has been given to the Local.

**ARTICLE 13 - ENGAGEMENTS, CONTRACTS AND LOCATION REPORTS**

**SECTION 1. STEADY ENGAGEMENTS**

- A. (i) Two (2) or more consecutive days in the same location for the same engager.  
 (ii) One engagement per week for four (4) or more consecutive weeks in the same location for the same engager.
- B. Out of Town: Engagements (beyond the Calgary City Limits): Two or more consecutive nights in the same location.
- C. All steady engagements must be covered by an A.F. of M. Contract, except as provided in Article 13, Section 4.

**SECTION 2. CASUAL ENGAGEMENTS**

Every engagement that does not conform to the definition of a Steady Engagement shall be considered a Casual Engagement and must be covered by an A.F. of M. contract, except as provided in Article 13, Section 4.

**SECTION 3. A.F. OF M. CONTRACTS**

- A. The leader shall be responsible for filing an A.F. of M. Contract with the Office of the Secretary Treasurer no later than twenty-four (24) hours before the commencement of an engagement.
- B. Failure to file the A.F. of M. contract shall be a breach of the Bylaws.
- C. A.F. of M. Contracts must be filed to cover all engagements, except as provided in Article 13, Section 4.

**SECTION 4. LOCATION REPORTS**

- A. In any engagement where an A.F. of M. Contract cannot be negotiated with the employer, the Leader shall file with the Office of the Secretary Treasurer a Location Report in the required form.
- B. The Location Report shall contain the details of working hours, personnel, wages, method and time of payment, any other particulars the Executive Committee may from time to time deem necessary or advisable.
- C. This section in no way relieves Traveling Members from the requirement of filing A.F. of M. Contracts in the required form.

- D. The Executive Committee may require the employer or leader to pay all wages and fees earned to the Office of the Local for distribution.
- E. The Location Report shall be filed with the Office of the Secretary Treasurer no later than thirty (30) days following the date of the first engagement.
- F. Failure to file the Location Report shall be a breach of the Bylaws.

**SECTION 5. OPEN-ENDED CONTRACTS**

All contracts between employers and members performing alone or as leaders of bands or orchestras where a termination date is not named can be cancelled by either party giving two weeks written notice to the other, after the engagement commences.

**ARTICLE 14 - PAYMENT OF WAGES: LEADERS OR CONTRACTORS**

- A. Engagement monies must be paid out within fourteen (14) days of the engagement. Leaders or contractors who are unable to meet this requirement due to late receipt of engagement monies from the employer shall notify the Secretary Treasurer.
- B. Any member engaging other members, and receiving pay for the same, and refusing or failing on demand to pay those who fulfilled such engagements, shall be subject to disciplinary actions provided for under Article 18, Section 1.

**ARTICLE 15 - DEFAULTING AND UNFAIR EMPLOYERS**

**SECTION 1. DEFAULTS (EMPLOYERS)**

When a leader or contractor has money due from any employer for a contracted engagement and is not successful in collecting the amount within thirty ((30) days he shall enter a complaint against such defaulting party or parties within the said thirty (30) day period with a full statement of facts, in writing, to the Secretary Treasurer. If the Secretary Treasurer is unable to collect or settle the claim he shall proceed to collect the claim through the Provincial Courts, if in his/her opinion, a prima facie claim exists.

**SECTION 2. DEFAULTS: LEADERS RESPONSIBLE AFTER 30 DAYS**

Members contracting to furnish musicians and failing to collect for engagements within thirty (30) days shall be held personally responsible to the musicians engaged for payment of such engagements when they have neglected to take the proper precautionary measures to secure the money. The Executive Committee shall decide as to whether or not the proper precautionary measures have been taken and shall adjudicate all cases of this nature.

**SECTION 3. EMPLOYERS DEPOSITING WAGES**

Upon official notification, the Executive Committee, after due investigation and if they shall deem it necessary or advisable, may compel any employer to deposit with the Secretary Treasurer in advance One (1) week's salary (or a satisfactory guarantee) for the entire orchestra or band, which shall not be returned until all money due members shall be paid, and members of this Association, after notification from the Secretary Treasurer, shall refuse to perform in any place where the manager has not complied with the foregoing.

**SECTION 4. WAGE DEADLINE**

- A. In weekly engagements, salaries may be demanded at the expiration of the week, and such demands shall be sustained by the Association.
- B. In continuing engagements, members shall not allow payment of the salaries to be delayed more than Seven (7) days beyond the regular salary day.

## ARTICLE 16 - RIGHTS AND DUTIES OF MEMBERS

### SECTION 1. PAID UP CARD

A paid-up current Membership Card shall be the only passport to professional duties.

### SECTION 2. REPORTING OFFENCES

Members shall immediately report to the Secretary Treasurer any violation of the Bylaws and failure to do so shall be deemed a breach of good faith.

### SECTION 3. EXTRA INDUCEMENTS

Accepting meals or tickets of any kind is prohibited when making bids for engagements.

### SECTION 4. SOLICITING ENGAGEMENTS

- A. No member shall knowingly take the place of another who may have lost his engagement for rightfully demanding his back salary or upholding the Bylaws.
- B. No member shall take the place of another member who occupies:
  - i. A fixed term engagement until the expiration of such term.
  - ii. An open-ended engagement with the result that two (2) weeks notice does not accrue to the occupier.

Members in violation of these provisions may be held liable for the price of the engagement, at the discretion of the Executive Committee.

### SECTION 5. CHARITY ENGAGEMENTS

Playing for charitable purposes or institutions at a rate lower than the established price list is prohibited. The Executive Committee at its discretion may grant members permission to play gratis for a bona fide charity.

### SECTION 6. TEACHING

The right of a member of the Federation to teach a non-union band or orchestra (amateur or otherwise) or to conduct or perform with it at any time or place is always subject to the orders of the Executive Committee of the Local.

### SECTION 7. INSTRUMENTATION

Unless otherwise addressed in a Collective Bargaining Agreement, the instrumentation used on engagements shall be left entirely to the discretion of the Leader or Contractor on such engagements.

### SECTION 8. PROHIBITED ENGAGEMENTS

Unless approved by the Secretary Treasurer or his designated substitute, a member shall not knowingly perform on an engagement where non-members are engaged to perform music.

### SECTION 9. HIRING SUSPENDED OR NON-MEMBERS

Leaders or Contractors may hire non-union musicians to fill an engagement only when no capable member of this Association is available. The leader or contractor must obtain clearance from the Secretary Treasurer or his designated substitute before hiring non-members. Ten percent (10%) of the pay of non-union musicians must be collected by leaders or contractors and paid to the Secretary Treasurer for deposit in the Contract Guarantee Fund.

## **ARTICLE 17 - GENERAL PRINCIPLES, DEPARTMENT AND CONDUCT**

### **SECTION 1. OFFENCES AND PENALTIES NOT OTHERWISE PROVIDED FOR**

- A. A member of this Local who commits any act contrary to the principles and declarations as set forth in the Bylaws and Tariff of Fees; or violates any law, resolution or rule of the A.F. of M., or of this Local; or acts in any manner contrary to the principles of good faith and fair dealing between members and the public; or acts in a manner unbecoming a member of this Local of the A.F. of M., or commits any act which, in the opinion of the Executive Committee, is contrary to the general principles of the A.F. of M. shall, upon trial and conviction, be subject to disciplinary actions provided for under Article 18, Section 1.
- B. It shall be considered a violation to act contrary to the principles of this Association if a member in any way places obstacles in the way of the successful maintenance of this Association or violates any law, order or direction, resolution or rule of the Federation.

### **SECTION 2. VULGAR LANGUAGE**

Any member using disrespectful or vulgar language or acting in a disrespectful or disorderly manner at any meeting, or at the Headquarters of the Association, or who willfully damages or destroys the property of the Association, shall be punished as the Association may determine.

### **SECTION 3. INTOXICATION**

A member presenting himself at an engagement in an intoxicated condition or becoming intoxicated during the course of the engagement shall be subject to disciplinary actions provided for under Article 18, Section 1.

### **SECTION 4. VILIFICATION**

A member who traduces or vilifies the character or capability of another while trying to affect an engagement or in matters within the jurisdiction of the Association, shall be subject to disciplinary actions provided for under Article 18, Section 1.

## **ARTICLE 18 - OFFENCES, FINES AND PENALTIES**

### **SECTION 1. GENERAL**

A violation of any of the Bylaws shall be considered a breach of good faith and fair dealing. Disciplinary actions could include a reprimand, a fine of no less than \$25.00 but not greater than \$1000.00, and/or suspension or expulsion at the Executive Committee's discretion.

### **SECTION 2. DEADLINE: FINES AND JUDGEMENTS**

All decisions or penalties of the Association must be complied with and carried out within Thirty (30) days from the date of being imposed, under penalty of suspension or expulsion from membership without further notice unless otherwise ordered or allowed by the Association.

### **SECTION 3. DUES: LATE PAYMENT**

- A. Any member whose Annual Dues for any Quarter are not paid prior to the end of the first month of such Quarter shall be suspended without further notice and no member shall perform with or for such suspended member.
- B. Any member who fails to pay applicable Annual Dues for two consecutive Quarters shall be expelled, without further notice.
- C.
  - i. Expelled members reinstating during the same fiscal year in which they were expelled for non-payment of Annual Dues shall pay the maximum Annual Dues for that fiscal year, or the balance thereof if a partial payment was previously remitted.

- ii. Expelled members reinstating subsequent to the fiscal year in which they were expelled for non-payment of Annual Dues shall, in addition to all dues and assessments outstanding, pay a reinstatement fee of fifty dollars (\$50.00).
- D. When applicable, the maximum past Annual Dues payable by an Expelled member shall be two quarters dues from the fiscal year in which they were expelled, based on the maximum Annual Dues for that fiscal year.
  - i. Past Annual Dues shall not be payable by reinstating members who paid Annual dues for two or more quarters in the fiscal year in which they were expelled.

#### SECTION 4. N.S.F. CHEQUES

Any member making a payment by N.S.F. cheque may, for up to a one (1) year period, be required to make all payments by cash, certified cheque or money order.

#### SECTION 5. MEMBERS ADDRESSES

Notice directed to a member's address as appearing on the books of the Secretary Treasurer shall be deemed a legal notice. Failure to notify the Secretary Treasurer of change in address within 30 days shall be a violation of the Association Bylaws.

#### SECTION 6. PLAYING WITH SUSPENDED OR NON-MEMBERS

- A. Leaders must have a paid-up membership card before hiring member side musicians and are responsible for ensuring those side musicians are also in good standing.
- B. Unless clearance has been obtained from the Secretary Treasurer or his designated substitute, members playing with leaders who do not have a paid-up Membership Card shall be subject to disciplinary actions provided for under Article 18, Section 1.
- C. Unless clearance has been obtained from the Secretary Treasurer or his designated substitute, a side musician who plays while suspended; or a leader who plays while suspended shall be subject to disciplinary actions provided for under Article 18, Section 1.
- D. No member shall knowingly accept or fill an engagement which has been contracted by a non-member, unless clearance has been obtained from the Secretary Treasurer or his designated substitute.

#### SECTION 7. HIRING SUSPENDED OR NON-MEMBERS

A leader or contractor who hires suspended or non-members without having first obtained clearance from the Secretary Treasurer or his designated substitute shall be subject to disciplinary actions provided for under Article 18, Section 1.

#### SECTION 8. UNDERSCALE ENGAGEMENTS

- A. It shall be an offence for any leader, contractor or single to employ members on, or perform on any engagement that has been negotiated below the scales listed in the current Tariff of Fees. Members found guilty of this offence may be subject to disciplinary actions provided for under Article 18, Section 1.
- B. It shall be an offence for any side musician to accept employment at rates less than the scales listed in the current Tariff of Fees. Members found guilty of this offence may be subject to disciplinary actions provided for under Article 18, Section 1.

#### SECTION 9. NOTICE (SIDEMUSICIANS)

In case of all uncanceled engagements, it shall be an offence for any player:

- A. to fail to appear on an engagement without giving the required two (2) weeks notice.

- B. to accept an engagement and substitute without the consent of the person who engaged him, except in an emergency. It shall not be deemed an emergency when such persons substitute in order to accept another engagement.

#### SECTION 10. NOTICE (LEADERS)

- A. The leader or contractor shall be responsible for hiring and dismissing musicians.
- B. In case of all uncanceled engagements, leaders or contractors must give two weeks notice to discharge a player, except for proven cause.

#### SECTION 11. NOTICE (PENALTIES)

The Trial Board shall have full power to investigate any complaint under Section 9 and Section 10, and to impose any appropriate disciplinary action.

### **ARTICLE 19 - CHARGES, TRIAL, EVIDENCE AND APPEALS**

#### SECTION 1. CHARGES

- A. All charges relating to claims or offences against or under the Bylaws shall be made in writing and delivered to the Secretary Treasurer.
- B. The Secretary Treasurer shall forthwith serve a copy of the charge on the member charged.
- C. The Secretary Treasurer shall forthwith on receipt of a charge as described, place the original of the charge sheet in a file opened for that purpose together with all other documents and exhibits as may be pertinent, which file shall be available to all Officers for examination.

#### SECTION 2. TRIALS AND EVIDENCE

- A. If the defendant fails to appear or otherwise present his case on the date set for hearing, or in any obstructs the holding of trial, he shall be adjudged in default, and the case shall proceed to a decision without delay, provided that the defendant shall always be entitled to a minimum of seven clear days notice of the trial from the date of receipt of the charge sheet and further provided that the Trial Board shall, on simple majority vote, be at liberty to adjourn the matter from time to time as may be advisable.
- B. The Trial Board may require the member concerned or any other member to produce any books, papers and other documents in the member's possession or control and may require the attendance of any member who has knowledge of the charge.
- C. Failure of a member to appear to give evidence for or against the member charged shall be a breach of Article 17, Section 1 of the Bylaws.
- D. No formal notice requiring the attendance of a witness shall be required.
- E. Any person whether a member or not may be a witness in a proceeding under this part.
- F. No evidence may be presented to the Trial Board in the absence of the defendant other than when the defendant has been adjudged in default of appearance.
- G. The Trial Board shall not be bound by any rules of evidence or procedure, legal or otherwise, but shall be permitted always to proceed in a manner which, in their discretion, shall best serve the ends of justice.
- H. No charge, proceeding, finding or judgement under this part shall be invalidated by mistake or informality if there has been a substantial compliance with the requirements and intent of this part.

#### SECTION 3. TRIAL BOARD

A total of three (3) members of the Executive Committee, which shall include a named Officer, shall constitute a quorum for the purpose of trials under this part and all findings, directives, and judgements procedural or otherwise shall be decided on the basis of a simple majority vote of the Trial Board.

#### SECTION 4. APPEALS

- A. All Appeals from decisions of the Association to the Canadian Office, in accordance with Article 12 of the A.F.M. Bylaws, must be filed with the Vice President from Canada of the A.F. of M. within thirty (30) days of the time that the appellant was advised of the decision of the Association.
- B. All penalties and decisions imposed by the Association must be complied with before any Appeal can be entertained.
- C. No member shall be deemed to have been expelled until all right of Appeal has been exhausted or forfeited.
- D. Members are required to exhaust all remedies and appeals provided by the Local and/or the Federation before proceeding in court or any other tribunal against any member, Local or the Federation.

#### SECTION 5. DISBURSAL OF CLAIM FUNDS.

- A.
  - i. When the Association collects a claim for wages filed by a Member/Leader on behalf of one or more Side musicians, the Association shall distribute the collected funds to all individual Members covered by the claim.
  - ii. When such claim is collected through court action where the Association acts as Agent for the Member/Leader and one or more Side musicians, and the court awards its judgement to the Member/Leader, he/she shall deposit the amount of the judgement with the Association for distribution.
- B.
  - i. The Association shall bear the costs of all legal fees, court and sheriff costs, travel and miscellaneous expenses incurred by the Association in connection with the processing of Member claims through the Provincial Courts.
  - ii. When a Provincial Court awards costs against such expenses incurred by the Association, the amount of the awarded costs shall be retained by the Association. When the Court awards such costs to a Member/Plaintiff, he/she shall pay the Association the amount of the awarded costs.
- C. Members filing a claim for wages against a purchaser or another Member shall be required to sign a document in which they acknowledge their commitment to adhere to the terms and conditions of Article 19, Section 5A & B.

### **ARTICLE 20 - COLLECTIVE AGREEMENTS & RATIFICATION**

#### SECTION 1. COLLECTIVE AGREEMENTS

The Executive Committee may at any time undertake to enter into or negotiate contracts with any employer within the jurisdiction of this Local as the Executive Committee in its sole discretion deems advisable from time to time. It is the policy of the Association that each negotiating committee includes at least one member musician who has performed engagements for the applicable employer within the previous two years.

#### SECTION 2. RATIFICATION

- A. Any Master Agreement for fees and conditions between the Calgary Musicians Association and the Calgary Philharmonic Society shall not be deemed to be in effect unless and until it is ratified by a simple majority of a quorum of the C.P.P.A. membership eligible to vote. The ratification vote shall be by secret ballot.
- B. Any Collective Agreement negotiated, renegotiated or extended more than 6 months by the Local shall be subject to a secret ballot ratification by the eligible members who worked under the previous agreement or, if it is an initial Agreement, who were engaged by the employer during the previous two-year period. The eligibility requirements and voting procedure shall be established by the Executive Committee.

#### SECTION 3. CONFLICT OF INTEREST

In accordance with Article 5, Section 43 of the A.F. of M. Bylaws, a member of this Local is excluded from participating in the deliberation of working and wage conditions if the member is an employer who is affected by the Local CBA or scales

under consideration or is employed as a supervisor by an employer who is affected by the Local CBA or Local scales under consideration.

#### **ARTICLE 21 - INDEMNITY**

A. Where an Officer of the Association performs an act:

- i. after a resolution has been passed at a meeting of the Association instructing or authorizing such performance, or
- ii. after he is instructed by the Executive Committee and instructions are contained in the minutes of a meeting of the Executive Committee, or
- iii. to comply with the Bylaws,

such officer shall be indemnified by the Association for any losses, costs, damages and expenses which the Officer, his heirs, executors or administrators may suffer pay, sustain or be put to for or by reason of his performing the act.

B. The Executive Committee of this Association shall at no time be held responsible, directly or indirectly, for any monies or salaries which may be lost through error in judgement in carrying out the foregoing laws.

#### **ARTICLE 22 - TRANSPORTATION RATES**

Rates for out of town engagements, or for authorized Association representatives shall be 45¢ per kilometre, where stipulated.