

AGREEMENT

Between

THE RED DEER SYMPHONY ORCHESTRA ASSOCIATION

and

THE CALGARY MUSICIANS ASSOCIATION

for the

2022/2023, 2023/2024, 2024/2025 SEASONS

AGREEMENT made in duplicate this 15 day of July 2022.

BETWEEN: **THE RED DEER SYMPHONY ORCHESTRA ASSOCIATION**
a Society incorporated under the Societies
Act of the Province of Alberta, (hereafter
referred to as "the Society")

PARTY OF THE FIRST PART

- and -

THE CALGARY MUSICIANS ASSOCIATION
Local 547, of the American Federation of Musicians
of the United States and Canada (hereafter referred
to as "the Association")

PARTY OF THE SECOND PART

WHEREAS the Society is organized for the purpose of, and intends or proposes to hold orchestral concerts;
and

WHEREAS the Association is Local 547 of the American Federation of Musicians of the United States and
Canada, under charter duly granted and in good standing.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and conditions herein
contained it is agreed by and between the parties hereto as follows:

**ARTICLE 1
RECOGNITION**

- 1.01 The Association acts for and on behalf of the professional musicians engaged by the Society in its' position as a sole bargaining agent for the said musicians and the Society does hereby voluntarily recognize the Association as the sole bargaining agent.
- 1.02 All musicians holding contracts for service with the Society and extra musicians engaged by the Society must be Members of the Association unless otherwise agreed to by the Association. Members of Local 390 (Edmonton jurisdiction) who hold contracts with the RDSO Society will pay a permit fee of \$50 per season with work dues to be deducted by the RDSO Society and forwarded to Local 547. Extras who are members of Local 390 will remit work dues, to be deducted by RDSO Society and forwarded to Local 547.

**ARTICLE 2
TERM OF AGREEMENT**

- 2.01 This Agreement shall be in effect as of July 1, 2022 until June 30, 2025 after which date it shall continue on a year to year basis unless either party hereto gives notice to the other no fewer than seven (7) months prior to the date of expiration of its intention to negotiate a new Agreement or to terminate the Agreement.
- 2.01 Rates for this agreement to run from September 1 of each calendar year to August 31 of each calendar year.

**ARTICLE 3
DEFINITIONS**

- 3.01 Executive Director shall mean the Executive Director duly appointed by the Society or his/her duly appointed substitute.
- 3.02 Personnel Manager shall mean the Contractor appointed by the Society with input from the Association.
- 3.03 Music Director shall mean the Music Director appointed by the Society.
- 3.04 Conductor shall mean such persons engaged by the Society to conduct rehearsals and concerts.
- 3.05 (i) Musician shall mean an independent contractor engaged by the Society to provide musical services.
(ii) Contracted Musician shall mean a musician engaged by the Society under a contract for service.
(iii) Extra Musician shall mean a musician engaged by the Society on an as needed basis and who, for those services for which (s) he is engaged, shall be bound by the terms and conditions of this Agreement.
- 3.06 Service shall mean any rehearsal or performance sponsored by or contracted through the Society, under the name of the Red Deer Symphony Orchestra at any time during the term of this Agreement. MPF engagements are not considered part of this Agreement.
- 3.07 A Run-out shall be defined as any service(s) performed at a location outside the Red Deer or Calgary city limits for which no overnight stay is necessary.
- 3.08 A Tour shall be defined as any service(s) performed at a location outside the Red Deer or Calgary city limits for which an overnight stay is necessary.

**ARTICLE 4
SCHEDULE OF FEES**

4.01 Per Service Base Rate:

<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>
\$121.90	\$123.12	\$124.35

4.02 Step-Ups:

Contractor/Personnel Manager	100%
Concertmaster	50%
Principal/Single Instrument Section	20%
Assistant Concertmaster	10%

4.03 Doubling: 50% first; 25% subsequent

- (i) The following doubling is permitted without charge: Any two of the Clarinet family except Eb and/or Bass; Piano and Celeste; Organ and Celeste.
- (ii) Percussion instruments shall be divided into the following groups and doubling will apply when a musician is required to perform on instruments from two or more groups:

<u>I</u>	<u>II</u>	<u>III</u>
Timpani	Orchestra Bells	Drums
	Xylophone	Cymbals
	Marimba	Accessories not
	Chimes	included in group II
	Vibraphone	

4.04 Extended Service: 1/8 of the musician's per service fee for each 15 minutes or less.

4.05 Cartage: Per Association Tariff of Fees and will apply for the season. Fees will be updated on July 1 each year of the agreement to reflect any changes.

4.06 Pension: The Society shall make Musicians' Pension Fund of Canada contributions on behalf of each Contracted and Extra musician. Such contributions shall be based on the fee indicated in 4.01 as follows:

<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>
10%	10%	10%

4.07 Transportation Rate:

Each contracted or Extra musician who is required to provide their own transportation or transports other musicians to an out of town service location shall receive a transportation allowance of \$.35/km, capping the geographical boundary to 300 km, both ways in consideration of vehicle expenses. The Society will normally provide bus transportation from Calgary to Red Deer and back, in lieu of payment of these travel fees, unless the number of contracted or extra musicians is less than 15 individuals who are scheduled to provide an out-of-town service. Notwithstanding the above, the RDSO shall provide a bus for groups smaller than 15 musicians in the event of imminent winter weather resulting in potentially unfavorable driving conditions for individual travel. Musicians living in Calgary who choose not to take the bus will do so at their own expense. The RDSO will consider other exceptions on a case-by-case basis. This allowance will apply per vehicle.

4.08 Out of town step-ups will be calculated according to the following three tiers.

Each contracted or Extra musician who resides further than the following from the service location shall receive the following step-ups:

Between 66 – 199 kms	25%
Between 200 – 349 kms	40%
Over 350 kms	50%

The step-up will be calculated on the per service base rate for the first out of town service. The subsequent services in the same location that do not require travel will be at their current per service rate. Step-ups are calculated by home address at time of signing of contract.

ARTICLE 5 SERVICES, SCHEDULING AND WORKING CONDITIONS

- 5.01 Each service shall not exceed two and one half (2 1/2) hours and there shall be a twenty (20) minute rest period within the 2 1/2 hours.
- 5.02 There shall be a rest period of at least 1 1/2 hours between any two rehearsals.
- 5.03 Except for matinee performances, a rehearsal shall terminate no fewer than 3 hours before a performance.
- 5.04 (i) Each contracted musician will receive a preliminary schedule of services with their contract for service.
(ii) The Society may amend the schedule provided the musicians are given notice at least 28 days in advance. Musicians will be responsible for maintaining their schedule of services and schedule changes.
(iii) The Society may cancel a performance and related rehearsal(s) provided that the musicians are given notice at least (28) twenty-eight days in advance of the first cancelled service. The Society shall pay to each musician 50% of his or her contracted fee for each service cancelled under this provision.
(iv) The Society shall be deemed to have satisfied the notice requirements contained in this clause upon receipt by the Personnel Manager, and in the case of 5.04(iii) the Association, of written notice (via mail, fax or e-mail) at least thirty (30) days prior to the service date(s) being changed or cancelled.
- 5.05 Extra musicians will be engaged as far in advance of a service as is practicable and shall be paid for each service for which they have been engaged unless notified no fewer than fourteen (14) days in advance of the service that they will not be required.
- 5.06 Musicians shall be at the place of rehearsal or performance at least fifteen minutes before the scheduled start of the service.
- 5.07 Musicians shall stay to the end of all rehearsals unless permission to leave has been given by the Conductor or Personnel Manager.
- 5.08 Adequate and sufficient music parts will be provided for every musician (string parts bowed) at least two (2) week(s) prior to the first rehearsal of the work.
- 5.09 The Society shall make every reasonable effort to provide the following physical working conditions for the musicians for all services:

- (a) Adequate dressing facilities.
- (b) Music stands, bass stools and chairs.
- (c) Adequate lighting (not less than 20 candlepower)
- (d) Temperature ranges for all services shall be between 16°C and 27°C on all performance areas of the stage. No musician shall be required to perform in rain or direct sunlight.
- (e) If the working conditions deviate from the requirements above, the Steward will first discuss the options with the Society and subsequently with the musicians. The choice to perform must be agreed to by a majority of the orchestra, and all members of the orchestra will be held to that decision.

5.10 The Society will endeavour to move main series concerts to a 7:30 concert start time for future seasons covered by this agreement, provided venue requirements and audience preference not negatively impacted.

**ARTICLE 6
INDIVIDUAL CONTRACTS FOR SERVICE, RENEWALS, CANCELLATIONS**

6.01 The Society agrees to issue contracts for service to a minimum of 26 musicians during each season covered by this Agreement and to file a copy of each such contract with the Association prior to the commencement of the applicable season.

6.02 The contracts for service signed by the Contracted Musician(s) shall be as follows:

<p>THIS AGREEMENT MADE THE _____ day of _____ 20 ____.</p>	
<p>BETWEEN: _____ MUSICIAN</p>	
<p>AND: RED DEER SYMPHONY ORCHESTRA ASSOCIATION (hereinafter called the Society)</p>	
<p>THIS AGREEMENT WITNESSETH AS FOLLOWS:</p>	
<p>1.</p>	<p>The Musician accepts the engagement to play _____ in the Red Deer Symphony Orchestra during the 20 ____ / ____ season beginning the _____ day of _____, 20 ____ and ending the _____ day of _____, 20</p>
<p>2.</p>	<p>The musician shall provide _____ services (service being either a rehearsal or a concert) during the Orchestra season.</p>
<p>3.</p>	<p>The Society agrees to pay the Musician at the rate of _____ (\$ _____) per service for a total amount of _____ (\$ _____). Services in addition to the number provided for in section 2 above shall be paid for at this per service rate.</p>
<p>4.</p>	<p>The Society agrees to pay the musician for each set of concert(s) and related rehearsal(s) not later than seven (7) days following the final performance of such concert.</p>
<p>5.</p>	<p>All other matters pertaining to the service of the Musician shall be as stipulated in the Master Agreement between the Society and Local 547, A.F. of M. and shall become part of this Agreement.</p>
<p>“Where the terms of this contract conflict with the terms of the contract entered into between the Red Deer Symphony Orchestra Association and the Calgary Musicians Association, Local 547 of the American Federation of Musicians of the United States and Canada, the latter shall, in its terms, requirements and conditions prevail.”</p>	
<p>IN WITNESS WHEREOF THE SOCIETY has executed these presents by the hand of the proper office thereunto duly authorized and the Musician has hereunto set his/her hand.</p>	
<p>RED DEER SYMPHONY ORCHESTRA ASSOCIATION</p>	<p>MUSICIAN</p>
<p>_____</p>	<p>_____ (Signature)</p>
<p>_____</p>	<p>_____ (Name)</p>
<p>_____</p>	<p>_____ (Address)</p>
<p>_____</p>	<p>_____ (Date)</p>

6.03 A musician who enters into a contract for service shall either provide the service personally or ensure that a qualified substitute musician, as determined in consultation with the Personnel Manager, provides the service.

- (i) Each Musician shall be entitled to unpaid Business Leave for up to (two) 2 concerts in each season. The Musician shall notify the Personnel Manager in writing at least twenty-eight (28) days in advance of his/her intention to be absent. Management will respond within seven (7) days of receiving the request. The Society shall make every effort to

accommodate the request for Business Leave. Requests for unpaid Business Leave beyond the entitled two (2) concerts shall be handled on a case by case determination by the Personnel Manager, after consultation with the Music Director, the Musician and the Executive Director.

- (ii) The Personnel Manager shall have the option to restrict the number of Musicians granted Business Leave for a particular service.
- (iii) The Society reserves the right to deny a musician leave under this clause when such leave would seriously compromise the Society's ability to adequately meet the instrumental requirements of the services involved. Such determination shall be made by the Personnel Manager, after consultation with the Music Director, the Musician and the Executive Director.

6.04 Contracts for service will be issued not later than July 15th of the previous season and must be returned by August 15 of that same year.

6.05 Musicians who have provided services to the Society under contracts for service for two (2) or more consecutive seasons shall be offered contracts for service on an ongoing basis subject to the provisions of this Article.

6.06 If the Music Director feels that the performance of a particular Contracted Musician is unsatisfactory, the Music Director will, no later than April 30th meet with the musician to discuss specific dissatisfactions in regard to the musician's performance and these will be confirmed to the musician in writing.

- (i) If the Music Director feels there is not satisfactory improvement in the musician's performance, the musician will be notified in writing not later than February 1st of the following season that his/her contract for service will not be renewed for the next following season.

6.07 Any Musician who has provided services to the Society under contracts for service for two (2) or more consecutive seasons and who receives notification of non-renewal under Article 6.06 shall have the right to appeal by notifying the Executive Director of the Society in writing within 7 days of receiving said notice.

- (i) The Appeal Committee shall consist of the members of the applicable Audition Committee; one representative of the Society (not the Music Director or Executive Director); one member of the Orchestra Committee; and one representative of the Association.
- (ii) The President of the Association shall within 7 days of receipt of an appeal, call a meeting of the Appeal Committee to elect a Chairman who shall act as spokesperson and preside over the functions of the Committee.
- (iii) The Music Director and the Musician shall have the right to appear before the committee and/or to provide written submissions.
- (iv) The appellant and/or the Appeal Committee shall have the right to request an audition, which will be held no later than 30 days following the first meeting of the Appeal Committee.
- (v) The Appeal Committee shall vote by secret ballot to uphold or over-rule the non-renewal notice. A decision to uphold an appeal may be made by a simple majority of the Appeal Committee.
- (vi) The decision of the Appeal Committee shall be tendered in writing to the musician, the Society and the Association. The decision shall be final and binding upon the appellant and he/she shall have no further rights of appeal or recourse against the Society or the Association.

6.08 A Review Committee consisting of the applicable Audition Committee and the Music Director shall meet no later than February 1st in each season to discuss the performance of Contracted Musicians then in their second season. Voting by secret ballot, the Committee shall determine (by a simple majority)

whether or not further contracts for service will be issued to the Contracted Musician under review. The decision of the Review Committee will be final and binding.

- (i) A Contracted Musician must have been granted a positive decision from the Review Committee before being offered a contract for service for a third consecutive season.

ARTICLE 7 AUDITIONS

7.01 When a vacancy occurs in a contracted position the Society shall notify the Association and the position will be filled by holding auditions.

Auditions will be held in three rounds. A first round of Local auditions will be open to musicians residing within a 135 km radius of Red Deer city limits. This round of auditions is held to meet the long-term strategic goals of the RDSO Association. A second round of auditions will be open to Members of Local 547. A third round of auditions will be open to National candidates.

In the case of a temporary replacement (1-year position) of a Contracted Musician who does not return to the orchestra, the Society may apply to the Association to offer the position to the temporary musician previously hired or hold an audition.

7.02 An audition may be scheduled no fewer than 30 days following notice to the Association.

7.03 Auditions shall be held by the Audition Committee, which shall be comprised of the Music Director, a Concertmaster and:

- (a) If it is a string position:
All string principals plus one section player from the section concerned
- (b) If it is a woodwind position:
All woodwind principals
- (c) If it is a brass position:
All brass principals
- (d) If it is a percussion, tympani or harp position:
One brass principal, one woodwind principal and one string principal.
- (e) When a member of the audition committee has been excused from attendance at an audition, a suitable replacement from the same instrument family shall be chosen at the discretion of the Society and the Association.

7.04 The preliminary round(s) of auditions shall be held behind a screen. Final round(s) of auditions may be held without a screen, by vote of the committee.

7.05 A single round or series of rounds may be held. Voting by secret ballot, the Audition Committee shall determine which candidates advance to the next round and/or the winner by a simple majority. In the case of a tie vote, the Music Director shall break the tie.

- (a) Using a series of similar votes, the committee shall determine the order of finish of all finalists if a majority of the committee recognizes that another candidate(s) is qualified to be offered a position.
- (b) If the winner does not accept the position, it shall be offered to the runner(s)-up according to the order of finish provided the committee has determined that the candidate(s) is qualified to be offered a position.
- (c) Should a Contracted Musician win and accept the position for which an audition is held, the vacant position may be offered to another finalist, who has been chosen according to Article 7.05 (a).

7.06 Any Musician who auditions for a vacant position in the orchestra will not be entitled to serve on the Audition Committee for that position at any stage in the audition process. In special circumstances, the

musician vacating the position may be asked to attend the audition for their replacement as a non-voting consultant, if the Association and the Society agree that no conflict of interest exists.

- 7.07 The Association shall have the right to have a representative in attendance at auditions.
- 7.08 Auditions may be held at any time or place provided a complete Audition Committee can be assembled.
- 7.09 The proceedings and results, except for the name of the successful candidate, of all auditions are confidential. All participants in the audition shall respect this confidentiality and shall be reminded of this by the Association's representative prior to any audition.
- 7.10 Members of an audition committee shall be paid an honorarium of \$40.00 per audition.

ARTICLE 8 TOURING/RUN-OUT

- 8.01 Participation in the tour/run-outs of RDSO contracted musicians is optional with first right of refusal.
- 8.02 The first out of town per service fee will be based on the current collective agreement rates plus the appropriate travel step-up listed in Section 3 of the Association Tariff of Fees, with the subsequent services in the same location paid at the current per service rate in the collective agreement.
- 8.03 For each travel day of over 400 km or day off, the Society shall pay each musician the amount of \$90.00. No services will be scheduled on travel days of over 400 km.
- 8.04 When on Tour, a per diem shall be provided by the Society according to the following schedule:

Breakfast	\$10.00
Lunch	\$20.00
Dinner	\$30.00
- 8.05 Departure will not take place prior to 9:00 a.m. and there will be no travel after 12:00 a.m. unless agreed to by a majority of the orchestra.
- 8.06 For travel before 9:00 a.m. or after 12:00 a.m., the Society shall pay each musician on Run-Out/Tour an additional ten dollars (\$10.00) per half hour.
- 8.07 Total daily travel time by bus on a Run-Out will not exceed six (6) hours including meal and rest stops unless agreed to by a majority of the orchestra.
- 8.08 Travelling time on any Tour including meal and rest stops shall be limited to:
 - (a) nine (9) hours on a day with no service.
 - (b) five and one-half (5.5) hours on a day with one (1) service.
 - (c) four and one-half (4.5) hours on a day with one and one-half (1.5) services.
 - (d) three (3) hours on a day with two (2) services.
- 8.09 No service shall commence sooner than one (1) hour after the arrival of the orchestra and its complete equipment at the location of the service.
- 8.10 There shall be two (2) hours of uninterrupted rest (meal period included) upon arrival at the destination, before all evening performances, unless otherwise agreed to by a majority of the orchestra.
 - (a) In the event a rehearsal is scheduled for a performance, there will be a minimum of three hours of uninterrupted rest between the rehearsal and the performance unless otherwise agreed to by a majority of the orchestra.
 - (b) There will be no more than 2 services scheduled per day unless otherwise agreed to by a majority of the orchestra.

(c) A sound check of 1 hour which must be completed at least 1 hour prior to the performance may be scheduled and will count as half a service.

- 8.11 When on tour, the Society shall provide the following transportation:
By bus; best available standard motor coach with washrooms, by choice of the Society.
- 8.12 When on tour, the Society shall provide Holiday Inn equivalent or best available hotel or motel based on double occupancy.
- 8.13 Musicians shall be required to travel by transportation provided by the Society unless authorized to do otherwise by the Personnel Manager.
- 8.14 While on tour, the Society shall provide transportation for all instruments (in heated trucks if necessary) except those instruments normally carried by the musicians themselves (e.g. violins, violas, woodwinds, etc.) unless other arrangements have been negotiated. If a musician is transporting their own instruments, they will be paid the appropriate transportation rates as set out in the Association Tariff of Fees as a minimum.
- 8.15 Thirty (30) days prior to a tour engagement, the Society agrees that it will provide a copy of the complete itinerary to each musician. Such itinerary will include all concert and rehearsal dates, times and locations, addresses and phone numbers of all hotels and dates of stay, all departure and arrival times for every day of travel on tour.
- (a) The Society reserves the right to alter the tour itinerary at any time to accommodate unforeseen circumstances.
 - (b) The Society undertakes to consult with the Association and the Orchestra Committee when and if any alterations have to be made to touring arrangements that have already been announced, unless such changes have been made on an emergency basis.
- 8.16 In the event that it is necessary that a musician on tour return to Calgary or their home base because of an emergency, the Society shall pay for or reimburse the musician for reasonable expenses incurred in such travel. An emergency will include illness of the musician, which in the judgment of a physician requires returning to Calgary; death or serious illness of a member of the musician's immediate family or an incident of similar gravity. Upon termination of the emergency, the musician may be required to rejoin the tour, in which case, the Society will pay for, or reimburse the musician for any reasonable expenses incurred in such travel. Any advance daily payments for the period during which the musician is away from the tour will be returned to the Society.
- 8.17 Optional workshops, masterclasses and teaching opportunities may be available in addition to the main touring schedule. Compensation will be negotiated by the individual musician for each situation and will be coordinated by the Personnel Manager.

ARTICLE 9 STEWARD

- 9.01 The RDSOA recognizes a Steward to assist the Association and the RDSOA in enforcement and administration of this agreement. The Steward shall have the right to discuss with the RDSOA all matters pertaining to this agreement. The RDSOA shall not discriminate against the Steward for his/her activities as such.
- 9.02 In lieu of a Steward's fee, the RDSOA agrees to pay ten percent (10%) of the per service base rate for one (1) dress rehearsal and one (1) concert for each program to the Orchestra Committee.
- 9.03 In consideration of the Steward Fee being paid to the Orchestra Committee, the Orchestra Committee will undertake to provide appropriate Steward services to the Orchestra, the RDSOA and the Association.

- 9.04 The Orchestra Committee will choose someone from the Committee to act as the Steward for all services as per Orchestra Committee Terms of Reference.
- 9.05 The Steward shall:
- (a) be familiar with working conditions and terms specified in this Agreement and ensure that they are complied with;
 - (b) report all violations of the Agreement by musicians or the RDSOA to the Association;
 - (c) advise the parties concerned on appropriate resolution of any infractions which may occur during engagements on the part of either the RDSOA or the musicians;
 - (d) ensure that all musicians, including extra musicians, are members in good standing with the Association unless otherwise agreed to by the Association;
 - (e) liaise directly with the Association through the Secretary Treasurer;
 - (f) complete and return a Steward's Report for all services after each concert. Copies of said Steward's Report are to be filed with the Secretary Treasurer of the Association and made available to RDSOA upon request.

ARTICLE 10 GENERAL

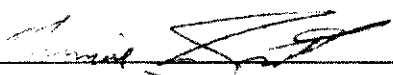
- 10.01 The Association agrees to take whatever steps may be necessary to maintain a high level of skill, professional conduct and spirit of co-operation on the part of any individual member of the Association, and to require each member of the Association to be diligent and punctual in the discharge of his/her duties.
- 10.02 The musicians of the Red Deer Symphony Orchestra shall establish an "Orchestra Committee" of four members elected from their midst. The Committee will meet with representatives of the Society at any of the Board meetings throughout the year to discuss issues of mutual interest and concern.
- 10.03 Any musician who considers him/herself aggrieved for any reason under the terms of this Agreement or any personal contract shall have the right to negotiate the grievance with the Executive Director or refer the grievance to the Association for further negotiation on his/her behalf. The parties shall use their best effort to reach a satisfactory resolution of the matter in a spirit of cooperation. If the matter cannot be settled between the Association and Society the provisions of the Alberta Arbitration Act shall apply.
- 10.04 The Society hereby agrees to pay performance license fees required by law to SOCAN or any other person, firm, or corporation legally entitled to receive such fees.
- 10.05 If the musicians participate in activities that are covered by other A.F. of M. Agreements, the applicable Agreement shall be in force, as well as this Agreement.
- 10.06 This Agreement, with its established minimum fees, shall in no way abridge or limit the right of each individual musician to negotiate his/her own individual contract, provided that in no event shall such a contract result in payments less than the minimums established herein.
- 10.07 The Society agrees to deduct from each Contracted and Extra Musician Association work dues allocations as certified in writing to the Society by the Association. The Society shall remit said deductions together with Pension payments required under Article 4.06 within 30 days of each performance.
- 10.08 Musicians engaged by the Society shall be solely responsible for individual preparation for the Society's on-site services. Musicians shall provide and maintain their own instruments, instrument insurance if they choose and practice facilities and are responsible for these and any other costs related to their performance, unless otherwise provided for in this Agreement or in their contracts for service.

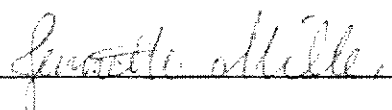
- 10.09 This Agreement and the contracts for service between the Society and the musicians shall in no way abridge the musicians' right to provide services to any other individual or organization.
- 10.10 Musicians engaged by the Society will be provided with a copy of the Annual Report after its approval by the Board of Directors at the Annual General Meeting of the Society.
- 10.11 For the purpose of preparing promotional material only, including RDSO website clips and/or social media used as promotion, the Society may record or film, or cause to have recorded or filmed rehearsals and concerts undertaken as part of the orchestra's schedule. It is understood that the Society may not use such material for commercial purposes or where live music would normally be used. The Society shall notify the Association and the musicians at least ten (10) days in advance of such recording or filming and shall provide a list of works to be utilized in the promotional vehicle(s). Each segment chosen by the RDSO will be limited to three (3) minutes or less and will be reviewed for its artistic quality and approved by the Orchestra Committee prior to the first use of the product. The Society may also require the musicians to wear a particular performance wardrobe at the recorded rehearsal or dress rehearsal.
- 10.12 During the term of this Agreement, the Society and the Association agree to negotiate in good faith to resolve any issues that may not be specifically or adequately addressed in the Agreement.

IN WITNESS WHEREOF the Party of the First Part
and the party of the Second Part have caused their
corporate seal to be hereunto affixed as attested by
the hands of their proper officers in that behalf, the
day and year first above written.

THE RED DEER SYMPHONY ORCHESTRA ASSOCIATION

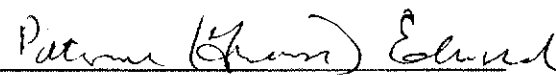
Society incorporated under the
Societies Act of the Province of Alberta

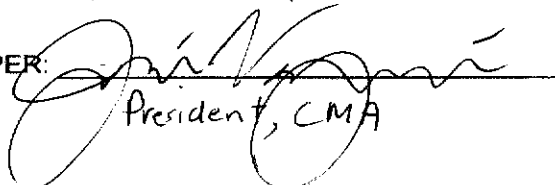
PER:  _____

PER:  _____

THE CALGARY MUSICIANS' ASSOCIATION

Local 547, of the American Federation
of Musicians of the United States and Canada

PER:  _____
Sec. - Treasurer, CMA

PER:  _____
President, CMA