



**toronto
musicians'
association**

TORONTO MUSICIANS' ASSOCIATION

LOCAL 149 OF THE AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

CONSTITUTION and BYLAWS

October 21, 2024



Constitution

ARTICLE I

NAME AND JURISDICTION

- 1.1 The organization shall be known as the Toronto Musicians' Association, Local 149 of the American Federation of Musicians of the United States and Canada and shall be referred to as "the Association".
- 1.2 The Association is affiliated with the American Federation of Musicians of the United States and Canada and, within Canada, is also known as the Canadian Federation of Musicians and Fédération canadienne des musiciens. It is subject to the Constitution and Bylaws enacted by its members and to those of the Federation that lawfully apply to the Association.
- 1.3 The Association's Constitution and Bylaws are subject to Canadian public law. Where a conflict arises between the Constitution and Bylaws of the Association and the Constitution and Bylaws of the Federation, the Constitution and Bylaws of the Federation shall govern.
- 1.4 The jurisdiction of the Association is determined by the Federation from time to time and currently is a geographic area that includes all of the counties of York, Peel, Ontario, Simcoe, the area of Parry Sound west of an imaginary line running north and south 15 miles west of Highway 11, those portions of Durham County lying west of Highway 35, and all of Muskoka County except that portion that belongs to Local 682, Huntsville, Ontario, Canada.
- 1.5 In this Constitution and Bylaws, gender neutral language is used wherever possible.

ARTICLE II

DEFINITIONS

- 2.1 The "Association" refers to Local 149 of the American Federation of Musicians of the United States and Canada and also known as the "Toronto Musicians' Association".
- 2.2 The "Federation" refers to the American Federation of Musicians of the United States and Canada and that, within Canada, is also known as the Canadian Federation of Musicians and Fédération canadienne des musiciens.
- 2.3 The "International Executive Board" is defined in the Bylaws of the Federation.

ARTICLE III

OBJECTS OF THE ASSOCIATION

- 3.1 The objects of the Association shall be:
- (a) to unite professional musicians and to improve wages, hours, working conditions and other economic and social advantages through collective negotiations and bargaining;
 - (b) to engage in cultural, fraternal, educational and charitable activities to further the interests of the Association directly or indirectly;
 - (c) to advance the contribution of the Association to the community and Canada;
 - (d) to promote the health and security of members and their families;
 - (e) to support the mission and objectives of the Federation as an affiliate, according to Article 2 of Federation Bylaws;
 - (f) to protect and preserve the Association and to discharge its legal and contractual obligations;
 - (g) to receive, manage, invest, expend or otherwise use the assets of the Association to further and carry out its objects directly and indirectly.

ARTICLE IV

MEMBERS

4.1 Membership

The Members of the Association constitute the "Toronto Musicians' Association."

4.2 General qualification of Members

Subject to the Constitution and Bylaws of the Association, any person who provides a musical service for a fee and who agrees to conform with the Constitution and Bylaws of the Association is eligible to become a Regular Member. The activities which qualify as a musical service are set out in Section 1.

ARTICLE V

OFFICERS OF THE ASSOCIATION

- 5.1 The Officers of the Association shall be those members who are elected by the members in accordance with the Bylaws of the Association.

- 5.2 The Executive Officers of the Association shall be those Officers elected by the members in accordance with the Bylaws of the Association in Article 5.1, as President, Vice-President, Secretary and Treasurer.
- 5.3 The Executive Committee of the Association shall consist of the Executive Officers of the Association.
- 5.4 The Trustees of the Association are all of the members of the Executive Board.
- 5.5 The Executive Board of the Association shall consist of all Officers of the Association.
- 5.6 The Executive Officers are also, by virtue of office, the Directors of the Local 149 Building Corporation.

ARTICLE VI

MEETINGS

6.1 Meetings of Members

The Association shall hold a minimum of three General Meetings a year, one of which shall be designated as the Annual General Meeting.

6.2 Meetings of the Executive Board

The Executive Board shall hold a minimum of four meetings per calendar year.

ARTICLE VII

AUTHORITY AND PROCEDURE TO AMEND THE CONSTITUTION

AND ENACT OR AMEND BYLAWS OF THE ASSOCIATION

- 7.1 The members may amend the Constitution of the Association and may enact, revoke or amend Bylaws of the Association for which they have the authority to enact, revoke or amend in accordance with the provisions of the Bylaws of the Association and the Federation.
- 7.2 The Constitution or Bylaws of the Association may be amended or revoked by notice of motion in accordance with the Bylaws.

ARTICLE VIII

BYLAWS

- 8.1 Bylaws shall be passed to provide for:
- (a) admission, expulsion and reinstatement of members of the Association;
 - (b) duties, conduct and obligations of members;
 - (c) meetings of the Association and Executive Board, including notice, time, place, quorums, and rules of order;
 - (d) delegates to the conventions of the Federation;
 - (e) election of Officers of the Association;
 - (f) duties and conduct of Officers;
 - (g) committees;
 - (h) claims of members, charges against members, penalties, fines, manner of hearing charges and appeals;
 - (i) dues and assessments to be paid by members;
 - (j) investment and use of funds, assets, and property of the Association;
 - (k) minimum Tariff of Fees, adoption, publication, and amendments of the Tariff of Fees;
 - (l) conditions of employment for members; and
 - (m) any other matter regarding the affairs of the Association that is within the authority of the membership to consider.

ARTICLE IX

Dissolution of the Association

- 9.1 Subject to International Executive Board approval, the Association may be dissolved if nine-tenths of all the members of the Association give written consent to a plan of dissolution that is proposed at a special general meeting called for that purpose.
- 9.2 The plan of dissolution shall set out the proposed division of funds and assets of the Association on dissolution before assent to the dissolution is given at the meeting.

ARTICLE X

NON-DISCRIMINATION

- 10.1 Discrimination by any member of the Association against any other member in any way, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, or any other act that is deemed discriminatory

by the Ontario *Human Rights Code* may be deemed to be grounds for expulsion upon proof of the alleged discriminatory act.

ARTICLE XI

REVOCATION

- 11.1 The Constitution of the Association that was in force prior to the approval of these amendments by the membership is repealed by the approval by the membership of the text of this Constitution and these Bylaws.

Bylaws

SECTION 1 – MEMBERSHIP

Eligibility for Membership

- 1.1 A person who meets the requirements of the Federation and of the Association and performs any musical service for a fee is eligible for membership in the Association. A musical service includes any task connected with the performance of music.

Membership Classifications

Regular Member

- 1.2 A Regular Member of the Association is any person who is an instrumental musician, vocalist, conductor, music teacher, music librarian, music arranger, music copyist, page turner, music proof-reader or any other person who renders musical services connected with the performance of music and who meets the requirements provided for in these Bylaws.

Youth Member

- 1.3 In accordance with the Bylaws of the Federation, a Youth Member of the Association is any person twenty (20) years of age or under who would otherwise qualify as a Regular Member.
 - 1.3.1 Youth Members shall be exempt from the payment of Federation and Local Initiation Fees, shall have all the rights and obligations as Regular Members, shall be subject to all Federation and Local Rules, regulations and Bylaws, and shall be required to pay work dues and reduced Annual Membership dues in accordance with the Bylaws of the Association.
 - 1.3.2 A Youth Member shall remain as a Youth Member until their twenty-first (21) birthday, at which time they shall become a Regular Member at no additional cost, or they may apply for Student Membership.

Student Member

- 1.4 In accordance with Federation Bylaws, a Student Member is any person twenty-one (21) years of age or over who is enrolled full time as a student in an accredited educational program, and who would otherwise qualify as a Regular Member.
 - 1.4.1 Student Members shall be exempt from the payment of Federation and Local Initiation Fees, shall have all of the rights and obligations as Regular Members, shall be subject to all Federation and Local Rules, regulations and Bylaws, and shall be required to pay

work dues and reduced Annual Membership dues in accordance with the Bylaws of the Association.

- 1.4.2 A Student Member shall remain as a Student Member as long as they continue to provide proof to the Association that they are enrolled full time as a student in an accredited educational program, after which time they shall become a Regular Member at no additional cost. Regular Membership dues shall begin at the start of the next calendar year.

Life Member

- 1.5 A Regular Member, as defined in these Bylaws, who is in good standing, who has been a member of the Federation continuously for thirty-five years or more, and who is at least sixty-five (65) years of age, shall become a Life Member and continue to be a Life Member for their lifetime provided that they comply with the Constitution and Bylaws of the Association.

Inactive Life Member

- 1.6 Subject to International Executive Board approval for establishing a special classification, a Life Member may opt for the classification of Inactive Life Member. Inactive Life Members shall pay dues at a reduced rate determined by the Association.
- 1.6.1 Life Members who opt for Inactive status shall have all the rights and privileges of active members except that they shall not be allowed to vote or hold office and may be limited in the amount of professional musical activities in which they may participate in such a way and to such an extent as the Association may determine appropriate. The Association shall pay the reduced per capita dues to the Federation for each Inactive Life Member in good standing per Federation bylaws.

Honorary Member

- 1.7 Honorary Membership may be given by the Association to any person who has distinguished themselves by service to the Association or to the music profession.
- 1.7.1 If the Executive Board recommends at a General Meeting that a person be admitted as an Honorary Member, the person recommended shall be admitted if approved by two-thirds of the members at the General Meeting.

Membership Application Process

- 1.8 A person who wishes to become a member of the Association shall:
- (a) complete the application process as established by the Association and approved by the Federation; and

(b) deliver the application with all required fees to the Association.

- 1.8.1 All new members shall pay membership dues, a Local Initiation Fee and the Federation Initiation Fee established by the Federation, where applicable.
- 1.8.2 Membership dues shall equal a minimum of three months (one quarter) and are subject to the applicable membership category. If the new member joins the Association on or after the fifteenth day of the last month of the quarter, credit is also given for the next quarter.
- 1.8.3 Persons who have met all the requirements of the Federation and this Constitution and Bylaws and the policies of the Association shall be admitted as members in good standing, attend an orientation session, and be issued a membership card.
- 1.8.4 When a person is accepted as a member, the member shall read and sign the following oath of obligation before a member of the Executive Board: "*I, (applicant's name), do solemnly promise and declare that I will support and uphold the Constitution and Bylaws of the American Federation of Musicians of the United States and Canada, and the Constitution and Bylaws of the Toronto Musicians' Association, and that I will comply with their mandates. To all this I pledge my word of honour.*"
- 1.8.5 If an application for membership is rejected or withdrawn, the Executive Board may refund the admission fee if the applicant has not played any engagements during the period of time since the date of application.

Resignation

- 1.9 A member may request to resign as a member in good standing by submitting such request in writing to the Association's office during a quarter in which the member is paid up and clear of all indebtedness to the Association.

SECTION 2 – DUES AND OTHER FEES

Annual Membership dues

- 2.1 Annual dues for membership in the Association are established by the membership from time to time and include any Federation per capita charge that is established by the Federation and payable to the Federation, as required by Federation Bylaws.
 - 2.1.1 Annual Membership dues discounts are only available through the Association's online portal, or such means as may be established by the Executive Board.
 - 2.1.2 Annual dues may be pre-paid for a maximum of two years.

- 2.2 Effective January 1, 2024 the annual dues payable by Regular Members are:
- (a) \$63.75 per quarter, payable in January, April, July and October;
 - (b) \$49.75 per quarter, when paying through the Association's online portal for four or more current and future quarters in a single payment before the end of the initial quarter owed; or
 - (c) \$55.00 per quarter when paying in the first 30 days of the quarter through the online portal only via automatic credit card subscription.
- 2.3 The Annual Membership dues payable by Youth Members shall be \$120.00 when paid before the last day of January. Quarterly dues of \$30.00 may be paid only at the online portal in the first month of each quarter.
- 2.4 The Annual Membership dues payable by Student Members shall be \$120.00 when paid before the last day of January. Quarterly dues of \$30.00 may be paid only at the online portal in the first month of each quarter.
- 2.5 The Annual Membership dues payable by Life Members is \$110.00. Quarterly dues of \$27.50 may be paid only at the online portal in the first month of each quarter.
- 2.5.1 A Life Member may apply to the Life Member Benevolent Fund whereby their Annual Membership dues shall be paid by the Life Member Benevolent Fund.
- 2.6 The Annual Membership dues payable by Inactive Life Members is \$55.00.
- 2.6.1 An Inactive Life Member may apply to the Life Member Benevolent Fund whereby their Annual Membership dues shall be paid by the Life Member Benevolent Fund.
- 2.7 A member may resign in good standing provided they are not in arrears of their dues. A former member who resigned in good standing may be reinstated upon payment of current membership dues.

Work Dues

- 2.8 All engagements in the jurisdiction of the Association are subject to work dues based on the minimum basic fee in the Tariff of Fees, General Theatre Agreement, or any other agreement in place.
- 2.8.1 All negotiated Local, National and International Agreements are subject to work dues based on the minimum basic fee per the applicable agreement.
- 2.8.2 Work dues are three percent (3%) for Live performance engagements, five percent (5%) for Music Performance Trust Fund engagements, and three-and-a-half percent (3.5%) for Electronic Media Engagements per Federation Agreements.

- 2.8.3 Federation Bylaws provide a requirement that a percentage of work dues, as established by the Federation, shall be submitted to the Federation, known as Federation Work Dues. The Local will forward the correct amount to the Federation.
- 2.8.4 It shall be the responsibility of the Leader or Contractor to collect and submit work dues to the Association within thirty (30) days after receipt of payment for any and all applicable engagements.
- 2.8.5 When work dues are not paid as required, the member responsible for collecting and submitting the work dues shall be subject to a fine, in accordance with these bylaws, and in no case less than the amounts owed.
- 2.8.6 Work Dues shall be collected in a fair and equitable manner, in accordance with the Association bylaws.

Assessments

- 2.9 When the Executive Board finds it necessary for the members to pay an assessment, all members shall pay the assessment as levied if,
- (a) notice of the proposed assessment is published in the Association's Official Publication or any other form of communication approved by the Executive Board, and
 - (b) the proposed assessment is approved by a majority of the members at the next General or Special Meeting.

Suspension and Reinstatement for non-payment of dues or fines

- 2.10 When Annual Membership dues are not paid as required by Section 2.2 before the last day of the quarter in which the instalment is payable, the member shall be suspended and must comply with Section 2.10.2 for reinstatement.
- 2.10.1 A member suspended for non-payment of dues or fines shall be automatically expelled for such non-payment after two quarters.
- 2.10.2 A member who is suspended or expelled for non-payment of dues or fines may be reinstated on payment of:
- (a) all unpaid dues, penalties or fines under Section 11, and assessments under Section 2.9 owing at the time of suspension or expulsion; and
 - (b) dues and assessments for the quarter in which the member applies for reinstatement; and
 - (c) a reinstatement fee: \$5.00 within fifteen (15) days; \$10.00 within thirty (30) days; \$20.00 after thirty (30) days and within six (6) months of the suspension.

- 2.10.3 A member who has resigned in good standing may be reinstated after one (1) year of resignation upon payment of two quarters of Annual Membership dues.
- 2.10.4 Any current or former Association member expelled for failure to pay Annual Membership dues shall be permitted to join the Association as a new member four (4) years after the date of expulsion, without payment of any outstanding dues or related fines

SECTION 3 – MUSICIANS’ PENSION FUND OF CANADA

- 3.1 On all engagements, the Leader or Contractor shall be responsible for collecting and submitting the appropriate Musicians’ Pension Fund of Canada contributions to the Local, if applicable.
- 3.2 On all engagements covered by Musicians’ Pension Fund of Canada contributions a Steward, who will be a Local member of the ensemble or as otherwise provided by the Executive Board, shall be appointed by the Association in accordance with the provisions in Section 4.5.

SECTION 4 – MEMBERSHIP REQUIREMENTS

Tariff of Fees

- 4.1 A Tariff of Fees shall be established and may be amended from time to time by the membership in accordance with these Bylaws.
- 4.1.1 Members of the Association shall be compensated for their services on an engagement at least an amount equal to that specified in the Tariff of Fees of the Association.
- 4.2 A proposal to change the Tariff of Fees shall be signed by at least ten (10) members in good standing and submitted to the Association at least ninety (90) days before the date of the General or Special Meeting at which the proposal may be considered. The Association shall acknowledge receipt of any proposal within thirty (30) days.
- 4.2.1 The Executive Board shall review all proposed changes in the Tariff of Fees and may formulate additional proposals to amend the Tariff of Fees for consideration by the Membership at the next General or Special Meeting.

4.2.2 All proposals to change the Tariff of Fees shall be published in the Association's Official Publication.

4.2.3 Amendments to the Tariff of Fees shall be approved by a simple majority of the members voting at a General or Special Meeting called for that purpose. The amended tariff shall become effective a minimum of ninety (90) days following the meeting at which the tariff change was approved by the membership.

Engagements under Tariff of Fees

Definitions

4.3.1 An "engagement" is the rendering of musical services for remuneration, including performing, rehearsing, directing and music preparation, under any agreement or the Tariff of Fees.

4.3.2 The "Engager" is a person who obtains the services of a member for an event and includes employer, purchaser, producer, promoter, or their authorized agent.

4.3.3 When a single musician is engaged, or when nine or fewer musicians are engaged, one musician shall be designated as the "Leader". The Leader shall act as the signatory to the agreement subject to 4.3.2. The Leader shall assume responsibility for submitting of all musicians' fees, cartage fees, work dues, and pension as required by the contract. For clarity, if a single musician is engaged, that musician shall be designated as the Leader.

4.3.4 Engagements requiring twelve or more musicians shall require a "Contractor", who shall be responsible for engaging musicians. When Contractors are engaged, they may act as signatories to agreements on behalf of the musicians.

General conditions applicable to Leaders, Contractors and Members

4.3.5 All matters relating to travelling musicians shall be governed by the Bylaws of the Federation.

4.3.6 When twelve (12) or more members are engaged, the Leader shall choose a Contractor and notify the Association in writing of the name of the Contractor.

4.3.7 No member other than the Leader shall be engaged by the person who contracts for the services of musicians.

- 4.3.8 Substitution of a Leader may occur only with the consent of the Engager, in which case a substitute Leader shall be appointed to fulfil the responsibilities of the Leader and receive the appropriate Leader's fee. The name of the substitute Leader shall be provided to the Association.
- 4.3.9 The Leader shall appoint all members on an engagement, including the Contractor, players, copyists, arrangers and librarians.
- 4.3.10 The Leader shall appoint a Contractor according to the terms of the Tariff or collective agreement that provides for such an appointment.
- 4.3.11 On behalf of the Leader, the Contractor shall be responsible for contacting the musicians selected by the Leader to confirm their availability.
- 4.3.12 The Leader or Contractor shall specify the date, starting and finishing times, location, and nature of the engagement when booking a member or members.
 - 4.3.12.1 Throughout an engagement the number of members engaged shall remain constant.
- 4.3.13 Either the Contractor or their designee shall be on site for the entire engagement.
- 4.3.14 The Contractor and the Leader shall be responsible for the strict adherence to the bylaws, rules and regulations of the Association and any bylaws, rules and regulations of the Federation pertaining to the engagement including but not limited to the Code of Conduct of the Association. If a violation occurs, the Contractor, or deputy Contractor, shall immediately advise the Leader and make a written report to the Local within one week after the engagement.
- 4.3.15 The Leader or Contractor must notify all contracted members of any approved changes to the published fees or conditions within a reasonable time before the commencement of the engagement.
- 4.3.16 The Contractor shall not be required to perform any other administrative function or render any additional services on behalf of the Leader or Engager.

Contract Filing

- 4.4.1 The contract filed under Section 4 shall list the name, Local number, email address, Social Insurance Number or Federation ID number, where applicable, of the musicians contracted for the engagement. New members of the Federation on the contract shall provide applicable Tax and Social Insurance Numbers and e-mail addresses. Any musician included on a filed contract or report form and who is not a member in good standing, and who has not been suspended at the time of the engagement shall be governed by a Temporary Membership Policy. The Temporary Membership Policy shall

be established by the Executive Board and may be amended from time to time by the Executive Board at their discretion.

4.4.2 For each engagement, the Leader shall deposit in the Association's office one copy of the engagement contract that is

- (a) either the appropriate Association Live Performance Contract or an agreement which incorporates terms and conditions consistent with the Bylaws and Tariff,
- (b) completed in full, without any false or misleading information,
- (c) signed by the Leader, and
- (d) signed by the Engager.

4.4.3 Subject to Section 4.4.2, the engagement contract shall be deposited:

- (a) as soon as possible before the start of the engagement, or
- (b) within seventy-two (72) hours following the start time of the engagement where permission has been obtained in advance from the Secretary or Executive Director and in any case, a contract shall be filed with the Association within seven (7) days after the engagement.

4.4.4 The Leader shall notify the Association in writing of any change of musicians, dates, or conditions to the contract immediately.

4.4.5 A Leader who does not file a contract in accordance with Section 4.4.1, subject to determination by the Executive Board, shall be personally liable for all fees due to the musicians on that engagement.

4.4.6 Leaders are responsible for engaging only members in good standing or temporary members under a Temporary Membership Permit.

Member Responsibilities on an Engagement

4.4.7 The length of an engagement or paid rehearsal shall be computed from the time that members are contracted to begin until the time of dismissal.

4.4.8 Members shall report to an engagement at the time ordered.

4.4.9 Members may be ordered to report fifteen (15) minutes before the start of a contracted engagement; however, this time shall not be used for preparing the programme.

4.4.10 Members who fail to produce their valid membership card on an engagement, or otherwise fail to confirm their membership in the Association when requested to do so by the Leader, Steward, or authorized Representative, shall be reported to the Executive Board.

Payment for engagements

4.4.11 A Leader shall pay members within fifteen (15) days of the end of the engagement.

4.4.12 A Leader who issues a payment to a member that returns "insufficient funds" or otherwise not honoured is liable to a fine equal to amount of payment.

4.4.13 a) When a Leader fails to pay a member, a further payment shall be determined by the Executive Board to a maximum of an additional five percent (5%) of the payment after fifteen (15) days up to and including thirty (30) days; an additional ten percent (10%) of the payment after thirty (30) days up to and including sixty (60) days; and an additional fifty percent (50%) of the payment after sixty (60) days.

b) A Leader or member who fails to receive payment shall use the remedies found in 10.12.

4.4.14 When required in the Tariff of Fees, a Leader shall provide meals, transportation and lodging for members playing an engagement.

Share plan engagements

4.4.15 Subject to the share plan engagements provision in the Tariff, no member shall agree to accept shares of receipts or profits in lieu of fees, unless approved by the Executive Board. Share plan engagements are defined in Federation Bylaws.

4.4.15.1 A share plan engagement occurs if the following facts are established:

(a) that the engagement is determined by the Executive Board to be non-competitive; and

(b) that the members have agreed, among themselves or with a second party, to accept as pay for their services, all or a portion of the receipts or profits of the function where the engagement is played.

4.4.15.2 Members may assume a business risk and arrange a share plan arrangement with non-members provided that they pay to the members playing the engagement the Association's approved Tariff otherwise applicable to the engagement.

4.4.16 All members of a group who successfully audition for an engagement must be given the opportunity to perform the engagement.

4.4.17 Members of bands or orchestras who share equally in expenses and income shall treat each other fairly and equally.

4.4.18 Where tips and gratuities are presented to members performing on an engagement, the tips or gratuities must:

- (a) be divided equally among the members performing the engagement; and
- (b) not be accepted as part of wages.

Stewards

- 4.5.1 On all engagements of three (3) or more musicians, a steward, who is a local member of the ensemble or as otherwise provided by the Executive Board, shall be appointed by the Executive Director or their delegate. In the event that no steward has been appointed prior to the engagement owing to late filing, the Leader or Contractor shall pay the steward's fee to the Association as a contract handling fee.
- 4.5.2 When the Association designates a member on an engagement as a steward, the steward shall perform such duties as may be assigned by the Association, including providing status reports, and any other document in compliance with the Association's Tariff of Fees and terms of engagement, and shall report weekly to the Association
 - (a) the name, status and Local number of all travelling musicians, and
 - (b) if possible, the name and instrument played by any non-member who appears on an engagement.

Substitutes

- 4.6.1 When a member accepts an engagement the member shall personally fulfil the engagement.
- 4.6.2 A member shall not accept an engagement where contracted hours conflict with those of an engagement for which the member is already contracted or receives fees for, unless a substitute is provided according to Section 4.6.3. Notwithstanding this provision, the restriction shall not apply in the case of a member accepting an engagement while receiving vacation remuneration under any collective agreement, in accordance with Federation Bylaws.
- 4.6.3 A member may provide a substitute:
 - (a) only with the consent of the Leader; or
 - (b) due to illness or extreme cause; or
 - (c) when occupied with Executive Board duties; or
 - (d) when occupied with official union business.

- 4.6.4 Substitution of a Leader may occur only with the consent of the Engager, in which case a substitute Leader shall be appointed to fulfil the responsibilities of the Leader and receive the appropriate Leader's fee.
- 4.6.5 Members shall be personally responsible for the pay of their substitutes, unless provided for under a collective agreement.
- 4.6.6 When a member has received payment for an engagement and the substitute has not received payment from the member, the substitute shall be entitled to an additional five percent (5%) after fifteen (15) days up to and including thirty (30) days; ten percent (10%) after thirty (30) days up to and including sixty (60) days; and fifty percent (50%) after sixty (60) days.
- 4.6.7 If a member has sent a substitute to an engagement, the substitute shall be paid no less than the applicable Tariff or collective agreement fee for the hours booked with a minimum fee equivalent to a two-hour call.
- 4.6.8 In case of illness, bereavement or vacation, pro-rata fees apply.
- 4.6.9 If a member has sent a substitute on an Electronic Media engagement, as defined in Federation Bylaws, the substitute shall be paid pro-rata based on the total fee of the engagement exclusive of uses of pre-recording when a member is deemed present, provided that the minimum fee is at least equivalent to a two-hour call as defined in the applicable Federation provision.

Disengagement

- 4.7.1 A Leader who receives a notice of improper disengagement or a unilateral change to the terms and conditions of engagement shall notify the Association immediately.
- 4.7.2 A member who has accepted an engagement from another member shall not be disengaged without mutual consent.
- 4.8.1 On an engagement to which a weekly fee applies, a member
 - a) shall not be disengaged unless the Leader provides a minimum of two (2) weeks' notice in writing, and
 - b) shall not terminate the commitment without providing the Leader with a minimum of two (2) weeks' notice in writing.

- 4.8.2 Such notice must be given by the end of a contracted week.
- 4.9 A member may not be summarily dismissed from an engagement without just cause.
- 4.9.1 A member summarily dismissed from an engagement may request the Executive Board to investigate and decide whether the cause of dismissal was justified.

Disengagement – Share plan engagements

- 4.10 Groups formed for share plan engagements whose members share equally in expenses and income, per Section 4.4.15, shall not disengage their members unless they give a predetermined amount of notice in writing to the disengaged member.
- 4.10.1 If the group performs any engagement during the minimum notice period, the member shall be entitled to be paid an amount equal to that which would have been received if the engagement had been fulfilled.
- 4.10.2 A member shall not terminate an engagement with a share plan group referred to in Section 4.4.15 unless a predetermined amount of notice is given in writing to the group.
- 4.10.3 If a member referred to in Section 4.10.2 fails to give the required notice and such failure directly results in the cancellation of any engagement during the required notice period, the other members of the group shall be entitled to file a claim with the Association.
- 4.10.4 The Executive Board may require the member responsible to make payment to the claimant in respect to the lost fees.

Code of Conduct

- 4.11 Members shall use their best efforts to comply with the Association's Code of Conduct (the "Code") as set out in Appendix 1 of these Bylaws and members may be subject to penalties or fines for a violation. This Code is not intended to restrict free speech and debate at meetings of the Association or to infringe upon the rights, views and differences of other individuals or groups. It is, however, intended to encourage acceptable behaviour by members in their dealings with other members and members of the public for whom they are engaged. This Code is not intended to cover employment relationships or any particular issue between Engagers and members that may be governed by policy or law.

SECTION 5 – MEETINGS OF THE ASSOCIATION

General and Special Meetings

- 5.1 The Association shall hold a minimum of three (3) General Meetings per year at such time and place in the Greater Toronto Area as may be determined by the Executive Board. One of the meetings shall be the Annual General Meeting.
- 5.2 The President, or the Executive Board by majority vote, may call a Special General Meeting.
- 5.3 The President shall call Special General Meetings of the Association within fourteen (14) days of receiving a written statement that:
 - (a) outlines the reasons for the request; and
 - (b) is signed by a minimum of twenty-one (21) members in good standing.
- 5.4 Notice of time, place and purpose of General Meetings and Special General Meetings shall be published in the Association's Official Publication as defined in these bylaws, a minimum of twenty-one (21) days before the meeting.
- 5.5 In accordance with the Association's Constitution, twenty-one (21) members shall constitute a quorum at Annual, Regular and Special General Meetings.
- 5.6 If the quorum for any meeting is not obtained, or is lost before the order of business has been completed, all unfinished business shall be deferred to the next meeting's agenda.
- 5.7 If a quorum is not obtained for two (2) consecutive General Meetings, the Executive Board shall have the authority to act on behalf of the Local on any matters, with the exception of amendments to the Constitution, Bylaws, or Tariff of Fees.

Format for General and Special Meetings

- 5.8 All meetings of the Association shall be conducted in accordance with and governed by the current edition of "Robert's Rules of Order."
- 5.9 Meetings of members, at the discretion of the Executive Board and in conformity with Federation policy, may be held in whole or in part by means of an audio teleconference communication system or a video teleconference communication system or any other similar electronic telecommunication system, or in any combination of these means. Such telecommunication system must permit all members participating in the meeting to communicate with each other and to exercise their vote during the meeting.

- 5.10 An individual member, who through a telecommunication system described in Section 5.9 attends a meeting by those means, shall be deemed to be personally present for the purposes of the quorum provided in the Association's Bylaws and to have consented to that meeting being held by those means.
- 5.11 The presiding Chair or any member present and entitled to vote may request a roll call or a secret ballot, provided that no roll call or secret ballot shall be taken without the approval of a simple majority of the General Meeting unless a secret ballot is required by Federation Bylaws.
- 5.12 If a secret ballot vote is required during an electronic or electronic and in-person meeting, the vote shall be conducted electronically using an approved system that allows member votes to be kept secret.
- 5.13 If a secret ballot is required, the secret ballot shall be taken either at once or after an interval or adjournment as the Chair, with the consent of the General Meeting, shall direct. The result of such secret ballot shall be the decision of the General Meeting.
- 5.14 A declaration by the presiding Chair, entered in the minutes of the General Meeting, that a proposal has been accepted or rejected, or that a motion has been carried or not carried, shall be conclusive evidence of the fact. No proof of the number of the votes recorded in favour of or against such decision is required unless the vote is taken by a roll call or a secret ballot.
- 5.14.1 Minutes of General and Special Meetings of the Association shall be made available on the Association website.

Format for Annual General Meeting

- 5.15 At the Annual General Meeting of the Association, the agenda shall include the following items:
- (a) approval of the audited Financial Statements for the Association as published in the Association's Official Publication;
 - (b) approval of the audited Financial Statements of the Building Corporation as published in the Association's Official Publication;
 - (c) appointment of auditors for the next fiscal year; and
 - (d) any other matter that may be properly placed before the members for their consideration or approval.

Federation Meetings - Local Delegates

- 5.16 The President or the Vice-President in the alternative shall, by virtue of office, be the first delegate to the Federation Convention and the Canadian Conference.

- 5.16.1 In accordance with Federation Bylaws, and for elections to the Federation Convention only, the notice that calls for the affirmation of the first delegate and the election of additional delegates and one alternate shall be mailed to all members by regular mail, and the vote to affirm or elect those additional delegates and one alternate shall be held in person and not by an electronic telecommunications system.
- 5.16.2 For the Canadian Conference, the notice that calls for the affirmation of the first delegate and the election of additional delegates and one alternate shall be sent to all members by Official Publication, and the vote to affirm or elect those additional delegates and one alternate shall be held at a General or Special meeting.
- 5.17 Any member of the Executive Board who is a member of the International Executive Board of the Federation shall not be a delegate of the Association to the Federation Convention. When the President is a member of the International Executive Board of the Federation, the Vice-President shall be a delegate.
- 5.18 When a delegate to the Federation Convention is unable to attend then the alternate delegate shall attend. Other alternates may be appointed by the Executive Committee.
- 5.19 The President shall convene a meeting with the Association delegates prior to the Canadian Conference or Federation Convention to discuss policy, resolutions, elections, voting procedures and all relevant matters. Additional meetings may be held during Conference or Convention, as required.
- 5.20 The Association shall provide funds to the delegates to attend Federation and Canadian Conference meetings. These funds shall not be less than the reasonable compensation for hotel, per diem, plus suitable transportation as outlined in the Federation Bylaws. Arrangements are to be made through the office of the Association.

SECTION 6 – EXECUTIVE BOARD

Structure and Operation

- 6.1 There shall be four (4) Executive Officers of the Association, being the President, Vice-President, Secretary and Treasurer who shall constitute the Executive Committee. In addition, there shall be a minimum of three (3) and a maximum of seven (7) non-titled Officers of the Association. All Officers shall be Trustees of the Association.
- 6.1.1 All Officers shall subscribe to the following Oath of Office:

"I, (Officer-elect's name), do hereby pledge my word of honour that I will faithfully discharge the duties of my office during the term for which I have

been elected or until my successor is duly elected and installed; that I will support and uphold the Constitution and Bylaws of the American Federation of Musicians of the United States and Canada, and the Bylaws, Tariff, rules, regulations and policies of the Toronto Musicians' Association and that I will enforce the laws and mandates thereof to the best of my ability, without prejudice or partiality."

- 6.2 The Officers of the Association listed in Section 6.1 shall constitute the Executive Board of the Association.
- 6.2.1 Subject to the Building Corporation Bylaws, the Executive Officers are also, by virtue of office, the Directors of the Local 149 Building Corporation.
- 6.3 The Officers of the Association shall be elected by the members as provided in the Bylaws of the Association.
- 6.4 Any member who has completed twelve (12) consecutive months of membership in the Association at the date of their nomination and who is in good standing shall be eligible for election to the Executive Board as a non-titled Officer.
- 6.5 The Executive Board shall serve for three (3) calendar years and shall hold at least four (4) meetings per year.
- 6.6 The quorum for meetings of the Executive Board shall depend on the number of Officers who are elected or appointed to the Board. The quorum shall be five (5) Officers for a seven (7), eight (8), or nine (9) Officer Board and the quorum shall be six (6) Officers for a ten (10) or eleven (11) Officer Board.
- 6.7 The Executive Board may start a meeting in committee of the Board if a quorum is not met. All business conducted while in committee must subsequently be ratified by a quorum of the Executive Board.
- 6.8 A resolution in writing signed by every Officer of the Executive Board is as valid as if it had been passed at a meeting of the Executive Board.
- 6.9 Providing all of the Officers of the Executive Board, or all of the members of any Committee of the Executive Board have consented, either before or after a meeting, to hold that meeting other than in person, then that meeting may be held in whole or in part by means of an audio teleconference communication system or a video teleconference communication system or other similar electronic telecommunication system or any combination of these means.

- 6.9.1 For the consent given in Section 6.9 to be valid, the communications facilities used must permit all persons participating in the meeting to communicate with each other and to exercise their vote during the meeting.
- 6.9.2 Any Officer or member of a committee of the Executive Board participating in a meeting by such means shall be deemed to be present at and to have consented to that meeting being held by those means.
- 6.10 Subject to any other conditions that may be applicable, a member who has been expelled from the Federation may hold office in the Association no earlier than twelve months after reinstatement.
- 6.11 Employees of the Association are not eligible to serve on the Executive Board.

Executive Board Authority, Duties and Responsibilities

- 6.12 The Executive Board shall:
- (a) administer and enforce the provisions of the Constitution and Bylaws of the Association, adjudicate claims, arbitrate disputes, impose fines and other penalties, and carry out its other duties in accordance with the Constitution and Bylaws of the Association;
 - (b) promote the goals and objects of the Association, and exercise supervision of the Association through its jurisdiction;
 - (c) determine, in a manner consistent with the Constitution and Bylaws of the Association or with those of the Federation, all matters that may be of interest to the Association or its members, including creating Policies and Procedures;
 - (d) if applicable, reconsider any decision, order, award or ruling made by it and vary or revoke any such decision, order, award or ruling in accordance with the Constitution and Bylaws;
 - (e) meet as often as necessary to fulfill its duties properly and expediently;
 - (f) keep confidential any proceedings designated as confidential by a majority of the Board;
 - (g) require the Association's Treasurer or their delegate to provide it with a quarterly financial statement;
 - (h) supervise and control the property, both real and personal and any assets, including but not limited to the Local 149 Building Corporation, held in trust for the Association;
 - (i) appoint all committees and approve payment to committee members upon receipt of the committee's reports or minutes, in compliance with the Association's Constitution and Bylaws; and
 - (j) at its discretion, establish and hire one or more of the following paid positions: an Executive Director, or an Administrative Director, or similar employee, and an editor to

publish the Official Publication of the Association. The duties of the paid position shall be provided for in a detailed written job description created by the Executive Board.

- 6.13 Committees appointed by the Executive Board in accordance with Section 6.12 (h) shall be paid \$75.00 as an expense reimbursement per meeting of up to two (2) hours duration. Committee Chairs shall be paid \$100.00 per meeting. Committee members shall also receive a contribution of twelve percent (12%) of the fees provided for in this subsection to the Musicians' Pension Fund of Canada unless otherwise ineligible.
- 6.14 The Executive Board shall act as an impartial tribunal and shall not, by resolution, charge any member with a violation of the Bylaws as an official action of the Executive Board.
- 6.15 The President may call meetings of the Executive Board when required and shall call a meeting of the Executive Board within three (3) days of receipt of a written request signed by a majority of the Executive Board.

Collective Agreements negotiated by the Association; Player Conference Delegates

- 6.16 The Executive Board shall provide members with competent representation for the negotiation of collective agreements at no additional expense to the members involved. Details, including expenditures, of this representation are to be determined by the Executive Board in consensus with the appropriate committee representing members for negotiations and the Association's Executive staff.
- 6.17 Any collective agreement for fees and conditions shall be deemed to be in effect only after it is ratified by a simple majority of members voting either in an electronic ballot vote carried out in conformity with Federation Bylaws, or by the members present and voting at a meeting called for that purpose.
- 6.18 The Executive Board shall provide funds to delegates to Federation Player Conference Annual Meetings in accordance with Federation Bylaws. These funds shall not be less than the reasonable compensation for hotel, per diem, plus suitable transportation as outlined in the Federation Bylaws. Arrangements are to be made through the office of the Association.

Minutes of the Executive Board

- 6.19 The proceedings of the meetings of the Executive Board shall be taken by the Secretary, a member of the Staff as designated by the Secretary, or another member of the

Executive Board in the absence of the Secretary or the Secretary's designate and as designated by the Executive Board.

- 6.19.1 All votes taken at a meeting of the Executive Board shall be by a show of hands, unless otherwise stated by the Chairperson.
- 6.19.2 Subject to confidentiality, a copy of the approved minutes shall be made available to any member in good standing upon request. The Secretary shall maintain a Registry of members making this request.

Conflicts of Interest: Executive Board and its committees

- 6.20 No Officer, person related to an Officer, or Officer's employer or entity with whom the Officer has a material interest, or a member serving as a delegate of the Executive Board, may enter into any agreement, business or other arrangement with the Association and receive the Association's approval to do so, without first promptly disclosing their interest in and the nature of the agreement, business or other arrangement to the Executive Board or Committee of the Executive Board.
 - 6.20.1 After disclosing their interest in and the nature of the matter referred to in Section 6.20, and prior to the consideration of the matter by the Executive Board or Committee of the Executive Board, such Officer or member shall excuse themselves from the meeting, shall not take part in the discussion of the matter and shall not vote on the matter before the Executive Board or the Committee, and the nature of the conflict and reason for the recusal shall be recorded in the minutes of the meeting considering the matter.

Misappropriation of Funds

- 6.21 When the Executive Board finds a member of the Executive Board or a member of the Association guilty of misappropriation of funds of the Association, directly or indirectly, such member shall be immediately expelled from the Association.

Conflicts of Interest: Officers

- 6.22 An Officer of the Association shall not use their position as an Officer of the Association to act in their self-interest, or to further their private interests by virtue of their position or duties as an Officer.
 - 6.22.1 Officers shall take steps necessary to avoid real, apparent and potential conflicts of interest whenever possible.

6.22.2 No Officer of the Association shall receive any compensation, gift or benefit from a person, business, firm or corporation engaging or acting as an agent for members or otherwise, except as payment for normal musical services as a member.

6.22.3 If it is determined that an Officer has contravened this section, they shall forfeit their office or position immediately.

SECTION 7 – EXECUTIVE COMMITTEE

Structure, Operation, Duties and Responsibilities

7.1 The Executive Committee of the Executive Board shall consist of the President, Vice-President, Secretary and Treasurer.

7.2 Any member of the Association who has completed at least two (2) years on the Executive Board and who is in good standing shall be eligible to stand for election to the Executive Committee as President, Vice-President, Secretary or Treasurer.

7.3 The Executive Committee may be delegated to act on behalf of the Executive Board subject only to any express limitations of its authority made by the Executive Board.

7.4 Subject to the Building Corporation Bylaws, the Executive Committee of the Association are also the Directors of Local 149 Building Corporation and shall be appointed as such.

7.5 The quorum at all meetings of the Executive Committee shall be three (3) members.

7.6 The Executive Committee shall keep minutes of its meetings and shall cause them to be recorded in a minute book. The Executive Committee shall provide the minutes and a report to the Executive Board at such time as the Executive Board may, from time to time, request.

7.7 The Executive Board shall have the power to revoke or override any authority given to or, acts done by the Executive Committee.

7.8 Between the meetings of the Executive Board, the Executive Committee may meet and exercise all the powers of the Executive Board in the management and direction of the affairs of the Association, subject to any limitations which the Executive Board may impose.

7.9 Each member of the Executive Committee shall be paid for attendance at meetings of the Executive Committee attended in accordance with Section 8.

SECTION 8 – RIGHTS AND DUTIES OF OFFICERS

Duties of the President

8.1 The President shall:

- (a) devote sufficient time to the work of the Association that is deemed necessary by the Executive Board;
- (b) convene and preside at all meetings of the Association and the Executive Board;
- (c) call General and Special meetings of the members of the Association and of the Executive Board;
- (d) appoint committees, provided that committees which receive remuneration shall be appointed in accordance with Section 6.13;
- (e) be an ex-officio member of all committees;
- (f) appoint an editor of the Official Publication of the Association with the approval of the Executive Board;
- (g) appoint a Board of Arbitration in accordance with Section 10 consisting of three (3) members, including at least one (1) member of the Executive Board; and
- (h) be the ex-officio delegate to all conferences and conventions of the Federation, except as provided for in Section 8.2.

Compensation for the President

8.1.2 The President shall be paid an attendance fee of \$120.00 for each meeting of the Executive Board, Executive Committee, General, Annual or Special meeting of members as required to be held in accordance with the Bylaws of the Association. The President shall be paid a fee of \$140.00 for each half-day, or \$35.00 per hour while carrying out Association business. All hours must be accounted for on an Association-approved time sheet and work record. A contribution of twelve percent (12%) of the fees provided for in this subsection will be remitted to the Musicians' Pension Fund of Canada, unless otherwise ineligible.

8.1.2.1 The President shall be paid once for the duties required during a specific period even if different duties are performed at the same time.

Duties of the Vice-President

8.2 The Vice-President shall perform such duties as may be required during the absence of the President or as directed by the President or the Executive Board.

Compensation for the Vice-President

8.2.1 The Vice-President shall be paid an attendance fee of \$100.00 for each meeting of the Executive Board, Executive Committee, General, Annual or Special meeting of members

as required to be held in accordance with the Bylaws of the Association plus a contribution of twelve percent (12%) of the fees provided for in this subsection to the Musicians' Pension Fund of Canada, unless otherwise ineligible.

8.2.2 When the Vice-President performs those duties as may be required during the absence of the President or as directed by the President or the Executive Board in accordance with Section 8.1, the Vice-President shall receive compensation equal to the amount that is provided for the President in Section 8.1.2.

Duties of the Secretary

8.3 The Secretary shall:

- (a) devote such time as may be necessary to properly carry out the work of the Association as authorized by the Executive Board;
- (b) attend all meetings of the Association and Executive Board;
- (c) cause correct minutes to be taken of all Executive Board, General or Special meetings of the Association;
- (d) preserve the books, papers and documents of the Association and transfer these to any successor;
- (e) cause to be delivered or mailed to all members, all summons or requests to appear before the President, Executive Board or Board of Arbitration;
- (f) notify all members of the Executive Board at least twelve (12) hours prior to the meeting of all regular, special or adjourned meetings of the Executive Board;
- (g) distribute copies of the Association's Official Publication to all members as required by these Bylaws;
- (h) supply to the Editor of the Association's Official Publication copies of all amendments to the Constitution or Bylaws of the Association;
- (i) publish in each issue of the Association's Official Publication a list of all new, transfer, senior, life, resigned, expelled and deceased members and any other business that has transpired since the last publication, as directed by the Executive Board;
- (j) compile and have published in the Association's Official Publication the "Defaulters' List" and the "Unfair List", as directed by the Executive Board;
- (k) supply to the Editor of the Association's Official Publication all material required to be published in that publication and all Minutes of General and Special Meetings;
- (l) when requested, supply forthwith to any candidate for office, a complete current e-mail address list of all members of the Association;
- (m) ensure an adequate supply of directories of membership and directories of instrumentation are available, per Federation Bylaws;
- (n) provide all information to the Election Committee that is required by these Bylaws;
- (o) provide any and all information to the Federation that is required by Federation Bylaws;
- (p) perform such other duties assigned by the Executive Board; and

(q) if necessary, delegate any of the above duties to Association staff.

Compensation for the Secretary

8.3.1 The Secretary shall be paid an attendance fee of \$120.00 for each meeting of the Executive Board, Executive Committee, General, Annual or Special meeting of members as required to be held in accordance with the Bylaws of the Association. The Secretary shall be paid a fee of \$120.00 for each half-day, or \$30.00 per hour while carrying out Association business. All hours must be accounted for on an Association-approved time sheet and work record. A contribution of twelve percent (12%) of the fees provided for in this subsection will be remitted to the Musicians' Pension Fund of Canada, unless otherwise ineligible.

Duties of the Treasurer

8.4 The Treasurer shall devote such time as may be necessary to properly carry out the work of the Association as authorised by the Executive Board and shall ensure that the Association:

- (a) collects all monies due to the Association from members and others, and deposits to the credit of the Association all monies received, in a bank account or accounts designated by the Executive Board;
- (b) keeps correct and adequate records and accounts of all monies received, receivable, paid and payable and of all assets of the Association;
- (c) completes and delivers to members all membership cards and receives and issues all transfer cards;
- (d) attends to payment of all accounts of the Association as ordered by the Executive Board;
- (e) arranges for the insurance of the Association as ordered by the Executive Board;
- (f) ensures that all records, accounts and pertinent materials applicable to the finances of the Association are available for inspection by the Executive Board.

Compensation for the Treasurer

8.4.1 The Treasurer shall be paid an attendance fee of \$100.00 for each Executive Board, Executive Committee, General, Annual or Special meeting of members as required to be held in accordance with the Bylaws of the Association plus a contribution of twelve percent (12%) of the fees provided for in this subsection to the Musicians' Pension Fund of Canada, unless otherwise ineligible.

Compensation for non-titled Officers

- 8.5 Each non-titled Officer member of the Executive Board shall be paid \$75.00 for each Executive Board meeting and General or Special meetings of members for their attendance, as required, to be held in accordance with the Bylaws of the Association as follows, plus a contribution of twelve percent (12%) of the fees provided for in this subsection to the Musicians' Pension Fund of Canada on behalf of each non-titled Officer, unless otherwise ineligible. The Executive Board shall have the discretion to pay a stipend to any Officer representing the Association in an official capacity including meetings of the Canadian Conference of the Federation.

Trustees

- 8.6 All Officers of the Association are also Trustees of the Association in accordance with Federation Bylaws.
- 8.6.1 The Trustees shall be responsible for the safe-keeping of all securities and all of the real and personal property of the Association.
- 8.6.2 The Trustees shall allow auditors to examine all securities and properties in their safekeeping for purposes of making any audit that as required by the membership.

Indemnities

- 8.7 If an Officer of the Association performs an act after a resolution has been passed at a meeting of the Association instructing or authorizing such performance, or after instruction by the Executive Board and such instruction is contained in the minutes of a meeting of the Executive Board, or in compliance with the Constitution or Bylaws, such Officer shall be indemnified by the Association for any losses, costs, damages and expenses which the Officer, Officer's heirs, executors or administrators may suffer, pay, sustain or be put to for or by reason of the performance of such act.
- 8.8 Notwithstanding the provisions of any statute or the common law, when directed by the Executive Board, after approval has been given at a Regular or Special General Meeting of the Association, the Trustees shall purchase personal or real property and use the General Fund, the Health, Education and Welfare Fund, or the Contract Defence Fund of the Association for this purpose, and shall not be held personally responsible for any loss that may occur when they have acted on the directions of the Executive Board.

- 8.9 When approval has been given at a regular or Special General Meeting of the Association, the Executive Board may direct the Trustees to make transfers of monies from one fund to another, to make a capital expenditure and manage deficits as determined by the Executive Board.
- 8.10 The Executive Board shall not be held personally responsible for any loss that may occur as a result of a capital expenditure made with the approval of the members given at a regular or Special General Meeting of the Association.
- 8.11 If monies from the Health, Education and Welfare Fund or Contract Defence Fund have been used to purchase real property, the Executive Board shall direct payment to either the Health, Education and Welfare Fund or the Contract Defence Fund, or both, in each year from the General Fund of an amount equal to the interest that would have been received on such monies if such monies had been invested in bonds of the Government of Canada issued in that year.
- 8.11.1 The individuals identified in Sections 8.7, 8.8 and 8.10 above shall only be indemnified if they acted honestly, in good faith and in a manner they reasonably believed to be lawful and in, or not opposed to, the best interests of the Association, and as further defined in the relevant indemnifications referenced above.

Errors and Omissions Insurance

- 8.12 The Association shall purchase and maintain errors and omissions insurance for each Officer and the Executive Director and their heirs and personal representatives against personal liability incurred by them in the course of carrying out their duties and responsibilities as Officers or the Executive Director in accordance with the bylaws and, if applicable, their employment obligations.
- 8.13 In the event that the policy of insurance is insufficient to satisfy any personal liability on the part of the Officers or Executive Director as described in Section 8.12, the Executive Board shall levy a special assessment on all members to indemnify the Officers or the Executive Director if there is a difference between the funds that the Association has available and the amount of the judgement or monetary loss suffered by the Officers or Executive Director.
- 8.14 This Bylaw shall only apply when the Officers or Executive Director has suffered loss through a court action as a result of their actions in carrying out their duties and responsibilities in accordance with the bylaws and, if applicable, their employment

obligations. However, when Officers or the Executive Director, upon the advice of legal counsel, consider it in the best interests of the Local to settle a claim out of court and that settlement is approved by the Executive Board, this may be done and the Officers or Executive Director shall be indemnified in accordance with this subsection.

SECTION 9 – NOMINATIONS AND ELECTION PROCEDURES FOR THE EXECUTIVE BOARD

Nominations

- 9.1 Nomination of candidates for election to the Executive Board shall take place at the General Meeting that precedes the election in accordance with Section 9.2.
- 9.1.1 Subject to any other applicable conditions, any member who has completed twelve (12) consecutive months of membership in the Association at the date of their nomination and who is in good standing shall be eligible for election to the Executive Board as a non-titled Officer.
- 9.1.2 Any member of the Association who has completed at least two (2) years on the Executive Board and who is in good standing shall be eligible to stand for election to the Executive Committee as President, Vice-President, Secretary or Treasurer.
- 9.2 Nominations shall:
- (a) be made in writing;
 - (b) name the candidate;
 - (c) identify the position sought, (President, Vice-president, Secretary or Treasurer, or non-titled Officer);
 - (d) be signed by ten (10) members in good standing; and
 - (e) be delivered to the Secretary by mail, electronically, or in person when called for at the General Meeting that precedes the election.
- 9.3 The nominee must accept the nomination in person or in writing to be valid.
- 9.4 At the conclusion of the nominations, if there is no opposition for a position on the Executive Board, the unopposed candidate or candidates shall be declared by the President to be elected by acclamation.

Election Committee

- 9.5 In the event that an election is required, an Election Committee consisting of three (3) members and two (2) alternates shall be elected from names nominated from the floor of the General Meeting preceding the election. No member of the Election Committee shall be a sitting Officer, a candidate, be related to a candidate, nor have any direct or perceived conflict of interest in the Election of Officers.

- 9.5.1 The Election Committee shall oversee the running of the election in accordance with Appendix 2 "Election Committee Policies and Procedures".
- 9.5.2 Voting by electronic balloting is permitted, provided that such balloting conforms with Federation bylaws, including the requirement that the Association select an online voting vendor from the Federation approved list.
- 9.6 The members of the Election Committee shall receive an honorarium for their services as determined by the Executive Board.
- 9.7 The duties of the Election Committee are outlined in Appendix 2 entitled "Election Committee Policies and Procedures" attached to these Bylaws.

Vote Solicitation

- 9.8 In the event that a vote is required under these Bylaws, a candidate nominated in accordance with these Bylaws may provide a biography and, at the candidate's option, a statement of the reasons for their candidacy that together shall not exceed two hundred (200) words. This information shall appear in the issue of the Official Publication of the Association that precedes the election of Officers. The candidate may also solicit votes orally from members in good standing.
- 9.8.1 Election campaign literature for an official candidate nominated in accordance with these Bylaws may include the names of other candidates or members, provided written permission is given by all members involved.
- 9.9 The Election Committee shall review the candidate's biography and statements regarding their reasons for candidacy for acceptability.

Notification of Election

- 9.10 In the year an election takes place, one (1) issue of the Association's Official Publication shall be designated as the election issue and the publisher shall ensure that members receive a copy of the publication no later than twenty-one (21) days before the election date.
- 9.10.1 This designation shall appear on the first page and shall include reference to the pages containing the election section.
- 9.10.2 A centre section of the Official Publication shall be entitled "Election of Officers to the Executive Board" for the years as specified.

9.10.3 In an election year, if an election is required, the Official Publication shall include:

- (a) the date that the online poll opens and the date and time that the poll closes;
- (b) voting instructions;
- (c) the names of official candidates on a page labelled "Sample Ballot";
- (d) the relevant Bylaw requirements and references; and
- (e) the advertising submitted, if any, on behalf of official candidates.

9.10.4 The Editor of the Official Publication shall use their best efforts to match the layout and placement of candidates' advertisements with their order of appearance on the ballots.

9.10.5 Advertisements for election candidates in the Association's Official Publication shall comply with the Bylaws of the Association, including the following:

- (a) An official candidate may purchase at current rates a single ad occupying a maximum of a one-quarter page.
- (b) Advertisements for a slate that exceed one (1) page must appear as a single ad printed in contiguous space.
- (c) Advertising copy must be delivered to the Association's office for submission to the Election Committee within ten (10) business days after the nomination meeting.
- (d) The Election Committee shall meet on the earliest day immediately following this deadline and review all copy for acceptability. Message, slogans, advertisements shall be of a positive nature and adhere to the principles of fair play and good taste.
- (e) The Election Committee may require content revisions for any advertisement it deems to be unacceptable. Amended ads shall be resubmitted by the candidate or the candidate's representative directly to the Election Committee within forty-eight (48) hours. Any decision of the Election Committee shall be final and binding.

Ballot

9.11 The Election Committee shall prepare the online ballot no less than seventeen (17) days before Election Day. The online ballot shall list the names, in alphabetical order, of all candidates for the Executive Board including the names of the candidates for the offices of President, Vice-President, Secretary and Treasurer.

9.11.1 At least ten (10) days before election day, the official ballot link to the Federation-sanctioned online voting vendor shall be emailed to the members in good standing at the email address on file in the Association's office.

9.11.2 The online ballot shall include the following instructions:

- (a) You may vote for no more than one (1) candidate for each Executive Committee office: President, Vice-President, Secretary and Treasurer.

- (b) By virtue of office, the President shall be a delegate to the Federation Convention and Canadian Conferences.
- (c) You may vote for a maximum of seven (7) candidates for the other Officers of the Executive Board.

9.11.3 Members who do not have access to a computer may attend the offices of the Association prior to election day to use the Association's computers to vote for the Executive Board.

Election Day

9.12 Election Day for the election of the Executive Board is the day that the online poll closes, which is the Monday preceding the last General Meeting in the election year. The Election Committee shall meet to verify the vote on Election Day once online voting is closed.

9.13 After the voting is closed and results have been reviewed by the Election Committee, all election results shall remain confidential and in the custody of the Election Committee Chair who shall:

- (a) make a written report to the Executive Board;
- (b) announce the results in the next Official Publication and at the General Meeting following the election; and
- (c) be responsible for the confidential safe-keeping of a printed copy of all election results pertaining to the election for a period of at least one (1) year following the election, and then move at a General Meeting to have them destroyed, providing no challenge to the election results, in accordance with Federation Bylaws, is outstanding.

9.13.1 Within two (2) days after the election results are released, a candidate may request a review of the results. When a review is requested, the Election Committee shall review the online results within five (5) days.

9.13.2 The elected candidates shall take office on January 1 immediately following the election.

Mid-term vacancies on the Executive Board

9.14 An office of the Association shall be deemed to be vacant when:

- (a) the Officer's elected position is invalidated;
- (b) the Officer has violated the provisions of the Bylaws;
- (c) the Officer submits a resignation to the Board;
- (d) the Officer dies;

- (e) the Officer's membership is cancelled or suspended for any reason; or
- (f) the Officer has been absent from five (5) consecutive meetings of the Executive Board.

Mid-Term vacancies on the Executive Committee

9.15 When the Office of the President, Vice-President, Secretary or Treasurer of the Association becomes vacant, the Executive Board shall fill the vacancy until the next General Election by exhausting the following procedures in this order:

- (a) appoint an Executive Officer from among the Executive Officer members of the Board who is deemed suitable and eligible under the provisions of Section 7.2. The Officer under consideration to fill the vacancy shall leave the meeting until all discussion and vote on the matter has been completed;
- (b) appoint a member who is eligible and is deemed suitable under the provisions of Section 7.2; or
- (c) appoint a member who is deemed suitable under the provisions of Section 6.4.

9.16 When a non-titled position becomes vacant, the Executive Board shall fill the vacancy until the next General Election by exhausting the following procedures in this order:

- (a) appoint the member nominee as an Officer who received the next highest number of votes in the previous election; or
- (b) appoint a member as an Officer who is eligible and is deemed suitable under Section 6.4.

9.17 When an appointment occurs in accordance with Sections 9.15 or 9.16, a "Notice of Appointment" shall be published in the Official Publication and the appointee shall be considered as an acting Officer until such time as the appointment is confirmed by a simple majority of the members voting at the next General Meeting.

9.17.1 An appointed and confirmed Officer may stand for election as the incumbent without regard to the provisions of Section 7.2.

9.18 Should the General Meeting fail to confirm the member appointed as an acting Officer, the Executive Board shall repeat the same procedures naming an alternative until such time as an acting appointee is confirmed.

SECTION 10 – DISPUTES, CHARGES, CLAIMS

10.1 Any charge, claim or alleged violation under the Constitution and Bylaws, and policies

made under these Bylaws, shall be made in writing and delivered to the Executive Board.

10.1.2 The Executive Board shall review the charge, claim or alleged violation and at its discretion shall dispose of the matter or refer the matter to a Board of Arbitration appointed under Section 8.1 (g).

10.1.3 No charge, claim or alleged violation under either or both of the Constitution or Bylaws may be received more than one (1) year after the date of last occurrence.

Board of Arbitration

10.2 If authorized by the Executive Board, the President shall appoint a Board of Arbitration composed of any three (3) members, at least one of whom shall be a member of the Executive Board of the Association. All members appointed to the Board of Arbitration must be present for all of its meetings.

10.2.1 The Board of Arbitration shall have the authority to hear and to determine all matters referred to it by the Executive Board and shall have the authority to adjudicate claims, arbitrate disputes between members, and impose fines and other penalties in accordance with the Constitution and Bylaws of the Association.

10.3 When the Executive Board refers a matter to a Board of Arbitration as provided by Section 10.2, the Board of Arbitration shall meet as soon as possible to hear the matter.

10.4 Except as provided in Section 10.5, when the Board of Arbitration or the Executive Board makes a decision in writing after hearing a charge or complaint, it shall be binding on the members affected.

10.5 If a member wishes to appeal a decision of the Board of Arbitration, the member must appeal this decision in writing in accordance with Federation Bylaws within thirty (30) days of the date of the decision of the Board of Arbitration.

10.6 A member who fails to comply with a decision made in accordance with Section 10.1.2 and does not exercise the right of appeal as provided in Section 10.5 shall be subject to automatic suspension.

- 10.7 When a member requests an appeal of the decision of the Board of Arbitration and notifies the Executive Board of their request in writing, the subsequent proceedings before the Board of Arbitration or Executive Board may be transcribed.
- 10.8 Proceedings before the Board of Arbitration or the Executive Board shall be kept confidential unless their publication in the Association's Official Publication is ordered by the Executive Board.
- 10.9 The Board of Arbitration or the Executive Board shall have authority to require any member to appear in person to give evidence at a hearing. The member is entitled to include an advocate in the hearing.
- 10.9.1 A member directed in writing to appear before the Board of Arbitration or the Executive Board shall appear as directed by the Board of Arbitration or the Executive Board.
- 10.9.2 If during a hearing under these provisions, the Board of Arbitration or the Executive Board discovers any additional violation of the Bylaws, the member involved may be subsequently charged.
- 10.9.3 When a member appears before the Board of Arbitration or Executive Board on a hearing of a charge, claim or violation under these Bylaws, the member shall answer all questions asked by any person at the hearing, shall answer truthfully, and shall not use any disrespectful or vulgar language.
- 10.9.4 A member who does not comply with Section 10.9.3 shall be guilty of a violation of these Bylaws and, at the discretion of the Board of Arbitration or the Executive Board, may be liable to immediately pay a fine of not more than \$1,000.00.
- 10.10 Summaries of all determinations of the Executive Board under this section shall be recorded in the Board minutes and made available to the membership on request.
- 10.11 If either the Executive Board or the Board of Arbitration conducts an inquiry into a violation of the Constitution or Bylaws by a member, the Executive Board or Board of Arbitration shall not be responsible for any loss that may be incurred by a member as a result of its decision whether its decision is reversed or was made in error.

Members' Monetary Claims for Contracted Fees

- 10.12 A member who has a monetary claim against any member, person, firm, association or corporation shall submit a written and signed report to the Association setting out full

particulars of the claim within one (1) year after the default in payment arose. When the member has filed the claim, the matter shall be referred to the Executive Board.

- 10.12.1 The Executive Board shall have the discretion to attempt to collect any contracted fees through legal and other procedures with respect to any claim that has been filed with the Association to the extent provided by its policy and by law.
- 10.12.2 If the Executive Board allows a member's claim that was filed in accordance with Section 10.12 and the person, firm, association or corporation responsible for paying the member either fails to pay the claim or fails to file an appeal from the decision within a time stipulated by the Executive Board, or a claim allowed pursuant to Section 10.12.1, the Executive Board shall refer to the procedure outlined in the Contract Defence Fund, Appendix 3 of these Bylaws. The Executive Board may place the name of the party responsible on a list entitled "The Defaulters' List" and notify the Federation.
- 10.12.3 Unless otherwise determined by the Executive Board, a member who has not complied with Section 10.12 shall not receive assistance from the Association.
- 10.12.4 Prior to an engagement commencing or at any time during an engagement, the Executive Board may order all or any part of the fees for the engagement to be paid to the Association in trust for the engaged members until the termination of an engagement.
- 10.12.5 When any person, firm, association or corporation engages or permits the engagement of musicians who are not members of the Federation or acts in any manner detrimental to the interests of this Association or the Federation, the Executive Board may place the offending party on the Local Unfair List and request the Federation to place the offending party on the International Unfair List.

SECTION 11 – PENALTIES AND FINES

- 11.1 Except as otherwise provided by these Bylaws, a member charged and found guilty of a violation of the Constitution or these Bylaws, including the Code of Conduct, at the discretion of the Executive Board, is liable for the following penalties:
 - (a) a fine of not less than \$10.00 nor more than \$10,000.00; and
 - (b) suspension or expulsion from membership.
- 11.2 Unless otherwise allowed by the Executive Board, a member shall pay fines to the Association within twenty-one (21) days from the date of the Letter of Notice requesting the payment of the fine.

- 11.3 A member who is suspended or expelled for non-payment of dues or fines may be reinstated on payment of:
- (a) all unpaid dues, fines under Section 11, and assessments under Section 2.9 owing at the time of suspension or expulsion; and
 - (b) dues and assessments for the quarter in which the member applies for reinstatement; and
 - (c) reinstatement fee: \$5.00 within fifteen (15) days; \$10.00 within thirty (30) days; \$20.00 after thirty (30) days and within six (6) months of the suspension.

SECTION 12 – FUNDS

General Fund

- 12.1 The General Fund shall consist of all amounts received by the Association from dues, admission fees, fines, assessments and other sources. The Executive Board may appropriate monies, with the exception of monies owed to the Federation, from the General Fund for the Health, Education and Welfare Fund, for the Member Assistance Fund, for the Life Member Benevolent Fund, for the Contract Defence Fund or for any other designated fund that may be created for a specified purpose and that is established by the membership at a general or special meeting in accordance with these Bylaws.
- 12.2 The General Fund shall be used to pay all current expenses of the Association and for capital expenditures as provided by the Bylaws.
- 12.3 The Health, Education and Welfare Fund, the Member Assistance Fund, the Life Member Benevolent Fund, the Contract Defence Fund or any other designated fund shall be used in accordance with the policies established by the Executive Board. Each of the Funds shall be held in separate accounts from the General Fund of the Association. In addition to amounts received for the General Fund and other Funds, the Association may receive amounts directly from other sources such as fundraising or bequests.
- 12.4 A designated fund proposed by the membership or recommended by the Executive Board under Section 12.1 may be established by notice of motion at a special or general meeting held to consider the matter providing that a minimum of two-thirds of those voting approve the motion to establish such special fund.

- 12.5 If there are insufficient monies in the General Fund for the purposes of the Association, additional funds may be raised by an assessment on the Association's membership as provided by Section 2.9.
- 12.6 The funds of the Association that were allocated prior to the amendment of the Constitution and Bylaws of the Association shall continue to be included in the funds of the Association or may be reallocated in accordance with the provisions of the amended bylaws.

Donations to the Association

- 12.7 Donations, bequests, or gifts received from members or from unaffiliated third parties or organizations shall be used for the purposes designated by the donor.
- 12.7.1 Unless otherwise specified by the donor, any donation, bequest or gift to the Association shall be allocated to a purpose or purposes determined according to a policy set by the Executive Board.

The Health, Education and Welfare Fund

- 12.8 The Executive Board may appropriate monies from the General Fund for the Health, Education and Welfare Fund to provide modest financial assistance to members in accordance with policies established by the Executive Board. The Executive Board has the right to modify the terms and conditions of the policy.
- 12.8.1 Payments may be made from the Health, Education and Welfare Fund to the member applicant if they meet all conditions for benefits established in the Health, Education and Welfare Policy and providing that there are sufficient funds available.

Member Assistance Fund

- 12.9 The Executive Board may appropriate monies from the General Fund for the Member Assistance Fund to provide modest financial assistance to members experiencing illness or injury beyond the period provided for under the Health, Education and Welfare Fund in accordance with policies established by the Executive Board. The Executive Board has the right to modify the terms and conditions of the policy.
- 12.9.1 Payments may be made from the Member Assistance Fund to the member for the relief from payment of Annual Membership dues or amounts determined to be appropriate to each member applicant or both, if they meet all conditions for benefits established in

the Member Assistance Fund Policy and providing there are sufficient funds available.

Life Member Benevolent Fund

- 12.10 The Executive Board may appropriate monies from the General Fund for the Life Member Benevolent Fund to pay the Annual Membership dues of a Life Member experiencing financial hardship, and who is unable to pay those dues, in accordance with a policy established by the Executive Board. The Executive Board has the right to modify the terms and conditions of the policy.
- 12.10.1 Applications for financial assistance from the Life Member Benevolent Fund shall be submitted to the Executive Director, or their delegate, who shall be responsible for all matters regarding the administration of the Life Member Benevolent Fund.

Contract Defence Fund

- 12.11 The Executive Board may appropriate monies from the General Fund for the Contract Defence Fund for the purpose of providing financial relief to members when a purchaser of musical services fails to make payment for a contracted engagement in accordance with policies established by the Executive Board. The Executive Board has the right to modify the terms and conditions of the policy. The procedure for making a claim is set out in Appendix 3 of these Bylaws.

SECTION 13 – THE OFFICIAL PUBLICATIONS OF THE ASSOCIATION

- 13.1 The Official Publication of the Association includes any communication authorized by the Executive Board to be sent to the membership.
- 13.2 The editor or publisher of the Official Publication of the Association, called *Crescendo*, shall prepare a copy for its publication at least three (3) times in each year and as directed by the Executive Board.
- 13.2.1 Other communications, including but not limited to electronic communications, shall be distributed under the supervision of the Executive Director.
- 13.3 A copy of each edition of an Official Publication shall be distributed electronically to all members of the Association at the addresses filed with the Association.
- 13.4 Any notice required by the bylaws to be given to the members of the Association when published in an Official Publication shall be deemed to have been received by all members.

- 13.5 An Official Publication shall contain, if applicable:
- (a) all names and instrumentation of new members, members reinstated from resigned status, transfer members, and members resigned or expelled since the last publication;
 - (b) recently deceased members;
 - (c) notice of time and place of each Regular or Special General Meeting with a statement of all matters to come before the meeting and including any proposed legislation, changes in Tariffs or assessments; and
 - (d) all other notices required to be published in the Official Publication in accordance with the Bylaws.
- 13.6 Printed copies of any Official Publication shall be made available at the Association's office, and members without access to electronic delivery may request that the Association provide copies of the Official Publication to them by regular mail.
- 13.6.1 Minutes of General and Special Meetings of the Association shall be made available through the member portal on the Association website.
- 13.7 The editor or publisher of an Official Publication shall, if applicable, provide the Executive Board with an accounting of the costs, and revenue generated, associated with the publication.

SECTION 14 – BANKING

- 14.1 The banking business of the Association shall be done at such financial institution as may be designated from time to time by the Executive Board.
- 14.2 The Executive Board shall designate by resolution the authorized signing Officers of the Association from time to time.
- 14.3 In the absence of a resolution made under Section 14.2, the President together with the Treasurer, or one of the President or Treasurer together with the Executive Director shall be the authorized signing Officers of the Association to make, sign, draw, accept, endorse, negotiate, lodge, deposit and transfer any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for payment of money.

SECTION 15 – AMENDMENT TO THE CONSTITUTION OR BYLAWS

- 15.1 The Constitution or Bylaws of the Association may be amended or revoked by notice of motion in accordance with Sections 15.2 or 15.3.

Amendment or Revocation by Members

- 15.2 The Constitution or Bylaws of the Association may be amended or revoked by notice of motion by members, provided that a notice of motion to amend or revoke is in writing and is submitted to and received by the Secretary prior to any Special or General Meeting, and
- (a) the notice of motion to amend or revoke clearly sets out the proposed amendment or revocation,
 - (b) the notice of motion is signed by ten (10) members in good standing, and each member's signature and printed name is provided on the notice of motion,
 - (c) the notice of motion is published in the next issue of the Association's Official Publication, and
 - (d) the motion is approved by two-thirds of the members voting at the next General or Special Meeting that is called to consider that motion in accordance with the Bylaws.

Amendment or revocation by the Executive Board

- 15.3 The Constitution or Bylaws of the Association may be amended or revoked by notice of motion by the Executive Board provided that
- (a) the notice of motion to amend or revoke is in writing and clearly sets out the proposed amendment or revocation,
 - (b) the notice of motion is published in the Association's Official Publication, and
 - (c) the motion is approved by two-thirds of the members voting at a General or Special Meeting that is called to consider that motion in accordance with the Bylaws.
- 15.4 Notwithstanding any provision of the Bylaws regarding the required quorum at meetings of the Association, when a proposed amendment or revocation of any part of the Constitution or Bylaws is to be voted on at a meeting, a quorum of at least twenty-one (21) members eligible to vote on the proposed amendment or revocation is required.

SECTION 16 – REPEAL OF PRIOR BYLAWS

- 16.1 Subject to the provisions of Section 15, all prior bylaws, resolutions and other enactments of the Association made prior to the enactment of these bylaws are repealed.
- 16.2 The application of Section 16.1 shall not impair in any way the validity of any act or thing done pursuant to any such repealed bylaw resolution or other enactment.

These are appendices to the TMA Bylaws and are part of the Bylaws and can only be amended through the process included in the Bylaws.

Appendix 1

CODE OF CONDUCT

DUTIES OF MEMBERS

Member Code of Conduct – General Provisions

- 1.1 Members of the Association shall adopt respectful behaviour when dealing with fellow members, staff, and with members of the public.*
- 1.2 The Executive Board, to the maximum extent possible, shall create policies applicable to members and employees of the Association that address unacceptable or disrespectful behaviour in the workplace and at official meetings and events under the authority of the Association.*
- 1.3 The policies referred to in subsection 1.2, insofar as possible, shall ensure that meetings of the Association are conducted in a respectful environment that is free of discrimination, harassment and sexual harassment, regardless of an individual's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, or any other characteristic protected by law or as any of those terms are defined in the Federation Bylaws and the laws of Ontario and Canada.*
- 1.4 The policies referred to in subsection 1.2 are not intended to cover any employment relationship or issues between employers and employees that may be covered by anti-harassment or anti-discrimination policies and provisions specifically included in a Collective Agreement.*

Members Code of Conduct – Specific Provisions

2.1 Members of the Association shall:

- (a) uphold the Constitution of the Association and comply with its Bylaws, Tariff, rules, regulations and policies;*
- (b) except as provided for in the Bylaws of the Association or the Federation, only contract or perform with members or temporary members who are in good standing with the Association or the Federation;*
- (c) not misrepresent their standing in the Association or Federation;*
- (d) only accept or play an engagement for a Booking Agent who is licensed by the Federation;*
- (e) not insult or belittle the character or ability of another member or make comments that are detrimental to members, the Association or the Federation;*

- (f) not appear for an engagement late, in an improper condition or behave in an insubordinate or an improper manner on an engagement;*
- (g) not attempt to maliciously injure another member's reputation or earning capacity;*
- (h) except as provided for in the Bylaws of the Association or the Federation, not accept a fee for service that is less than the applicable fee provided in the Tariff of Fees or that is provided for in an agreement of this Association or Federation;*
- (i) except as provided for in the Bylaws of the Association or the Federation, not pay a fee to a member that is less than provided for in the Tariff of Fees of this Association;*
- (j) not play without fee except as provided in subsection 3.1 of this section;*
- (k) not accept benefits, tickets or any other reward in lieu of fees that are set out in the Tariff of Fees;*
- (l) not offer any inducement other than musical services in order to obtain an engagement;*
- (m) not monopolize an engagement or conspire to monopolize an engagement directly or indirectly or in any manner;*
- (n) not accept an engagement from or perform an engagement for a person, firm, association or corporation whose name appears on the Unfair List of the Association or the Federation, or who is directly or indirectly connected with a person, firm, association or corporation whose name appears on the Unfair List of the Association or the Federation;*
- (o) not change their address or telephone number without notifying the Association within twenty-one days of the change;*
- (p) not disobey a lawful order of the Executive Board;*
- (q) not fail to produce any document required by these Bylaws or to reply to correspondence from an Officer of the Executive Board within a minimum period of seven (7) to a maximum period of twenty-one (21) days as directed in the correspondence from the Association. The time period shall count from the date of the post-mark of such correspondence;*
- (r) not commit a breach of good faith or fair dealing;*
- (s) not pay the Association by a cheque that is returned unpaid or protested or otherwise be in default of payment of dues, assessments, Musicians' Pension Fund of Canada obligations or advertising accounts in Association publications;*
- (t) not be entitled to attend the Association's Meetings without establishing their status as a member in good standing;*
- (u) not act in any manner detrimental to the interests of the Association or the Federation;*
and
- (v) ensure that they comply the terms of their engagement.*

3.1 *When a person makes a request in writing the Executive Board for permission for a member to play without remuneration, the member may play if the Executive Board deems the playing to be non-competitive, and the Executive Board informs the*

member and the person making the request that the member may play without remuneration.

- 4.1 Members who fail to produce their valid membership card on an engagement, or otherwise fail to confirm their membership in the Association when requested to do so by the Leader, Steward, or authorized Representative shall be reported to the Executive Board.*

- 5.1 If tips and gratuities are given to members performing on an engagement, the tips or gratuities shall not be accepted as part of the fees and must be divided equally among the members performing the engagement*

Appendix 2

THE ELECTION COMMITTEE POLICIES AND PROCEDURES

Duties

- 1. The Election Committee shall elect a Chairperson and a Vice-Chairperson at its first meeting. The first meeting shall be convened by the President of the Executive Board.*
- 2. The Chairperson of the Election Committee shall be given a unique and confidential login to a Federation-sanctioned online voting service selected by the Association.*
- 3. The members of the Election Committee shall receive an honorarium for their services as determined by the Executive Board.*
- 4. If a vacancy occurs on the Election Committee, the vacancy shall be filled by an alternate elected at the General Meeting that preceded the election. If no member was elected, the Executive Board shall name a member to fill the vacancy.*
- 5. The Election Committee shall follow these procedures:*
 - (a) The Secretary shall provide an alphabetical list of eligible members for the first meeting of the Election Committee for its use in order to ensure that only members who are in good standing ten (10) days prior to election day shall be eligible to vote.*
 - (b) A minimum of ten (10) days prior to election day, the official ballot shall be emailed through the Federation-sanctioned online voting service to each eligible member of the Association at the email address on file with the office of the Association.*
 - (c) The members of the Election Committee shall retrieve the results of the vote from the online voting service at the conclusion of election day. The online voting record or log shall be in the exclusive control of the Election Committee.*
 - (d) Only members of the Election Committee may review the voting record or log and the election results. Except as provided for in the Bylaws, the voting record or log shall remain confidential.*
 - (e) The Election Committee shall retain a record or log of the number of the ballots sent to members, the number of ballots that were unable to be delivered to members, and the number of votes cast, for the period ending six (6) months after the next election, after which such record shall be destroyed.*
 - (f) No record, log or any information regarding who a member voted for shall be retained or reviewable by any member.*
 - (g) The Election Committee shall use its best efforts to contact members who have not received their ballot, up until twenty-four hours prior to the close of the online poll.*

(h) An error in the Association's member rolls shall not invalidate the results of an election.

Appendix 3

CONTRACT DEFENCE FUND

1. *The Association shall maintain, in a separate account, a minimum amount of \$15,000.00 for the purpose of guaranteeing scale fees on engagements performed by members of the Association and to provide financial relief to members when a purchaser of musical services fails to make payment for a contracted engagement. This fund shall be known as the Contract Defence Fund. Regardless of the balance of this fund account, the following revenues shall be deposited into the Contract Defence Fund: accrued interest, donations and proceeds derived from benefit concerts and other events produced by or for the Contract Defence Fund.*

2. *Members who have a prima facie claim against a purchaser for unpaid fees may apply for an interest-free advance payable from the Contract Defence Fund in an amount equal to the minimum fees outlined in the current Tariff of Fees or General Theatre Agreement, according to the following table:*

- a) casual engagements: six (6) engagements per purchaser, maximum four (4) hours;*
- b) steady engagements: one (1) week's contracted engagement;*
- c) any other applicable promulgated agreement: one (1) week's contracted engagement.*

3. *A member who applies for such an advance must first have filed an unsuccessful claim against the defaulting purchaser. The member may then file the claim with the Association by which it will be agreed that:*

- a) the advance will be repaid to the Contract Defence Fund from the collection of the claim, except when a valid claim cannot be collected due to circumstances beyond the control of the Association, in which case the amount of the advance will be forgiven by the Association;*
- b) any court costs or legal fees or both, included as part of the settlement of the claim, will be retained by the Local; and*
- c) the member is willing to pursue the matter as required by the Association.*

4. *To secure an advance from the Contract Defence Fund, and in accordance with Section 10.12 of these Bylaws, an Association-approved contract form must:*

- a) have been filed with the Association;*
- b) exhibit correct information;*
- c) reflect contracted amounts not less than current minimums;*

- d) include names and addresses of all parties;*
- e) be dated; and*
- f) be signed by both purchaser and Leader.*

5. The following conditions must also be satisfied:

- a) all members performing under the contract must be in good standing at the time of the engagement;*
- b) the members must not have invalidated or compromised their claim; and*
- c) the claim must be approved by the Executive Board of the Local.*

6. The Contract Defence Fund can make payment to a maximum of \$5,000.00 for any one contract unless otherwise determined by the Executive Board.

7. The liability to the Association in any given calendar year shall be limited to a maximum of \$25,000.00.

Appendix 4

WORKING WITH NON-MEMBERS

1. The Federation Bylaws provide that AFM Members may not work with non-members, except with the AFM's or Local's consent. The following TMA policy is recommended as a guide to offer possible exceptions to that policy. Members are encouraged to consult with the Association before accepting any engagement with non-members.

2. A member shall not work on any engagement with a non-member unless permission is obtained in advance from the Association.

3. Non-members may be offered a Temporary Membership Permit so that they can appear on a contract and be eligible for representation by the Association.

4. Despite subsection 2, members may work with non-members when one or more of the following applies:

(a) an engagement is under the auspices of a post-secondary educational institution and is, in the opinion of the Association, non-competitive and for the primary purpose of education;

(b) no member is available to provide the musical services required and the Leader notifies the Association before the engagement; or

(c) a non-member is performing solely as a vocalist on the engagement.

NEW INDEX PENDING