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COLLECTIVE AGREEMENT
BETWEEN
NATIONAL ARTS CENTRE CORPORATION
AND
OTTAWA-HULL DISTRICT FEDERATION
OF MUSICIANS
(LOCAL 180)

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THIS COLLECTIVE AGREEMENT made in duplicate in the City of Ottawa, Regional Municipality of Ottawa-Carleton, Province of Ontario, this 4th day of August in the year 1988.

BETWEEN THE NATIONAL ARTS CENTRE, having its principal place of business at the National Arts Centre, Confederation Square, in the City of Ottawa, Province of Ontario, hereinafter called the "Centre".

PARTY OF THE FIRST PART

- and -

THE OTTAWA-HULL DISTRICT FEDERATION OF MUSICIANS, Local 180 of the American Federation of Musicians, hereinafter called the "Local".

PARTY OF THE SECOND PART

IN CONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE EACH WITH THE OTHER AS FOLLOWS:

ARTICLE 1 - RELATIONSHIP

- 1.01 All musicians with a personal service contract engaged by the Centre will be members of the American Federation of Musicians of the United States and Canada, and their engagement or re-engagement will be contingent on their remaining in good standing in the membership of the American Federation of Musicians of Canada and United States for the 1988/89 season.
- 1.02 All the laws and regulations of the American Federation of Musicians of Canada and the United States and all of the laws and regulations of the Locals in which the Orchestra performs, insofar as they are not in conflict with those of the American Federation of Musicians of Canada and the United States, are made part of this Agreement.
- 1.03 The musicians engaged by the Centre shall abide by all the rules and regulations of the Centre insofar as they are not in conflict with the rules and regulations of the Local and with those of the American Federation of Musicians of Canada and the United States.
- 1.04 a) Except with the *express* permission of the Music Director, or in his absence an authorized representative of the Centre, no member of the National Arts Centre Orchestra shall use or knowingly allow to be used the name of the Orchestra in any advertising or promotion used in connection with a playing engagement which is not being presented under the auspices of the National Arts Centre, or do anything which could give the impression that the engagement is an official National Arts centre presentation.
- b) Musicians will inform the contractors of free-lance orchestras that they can accept such engagements only on condition that the name of the National Arts Centre Orchestra will not be mentioned in any advertising or promotion of the concert or broadcast in question and that nothing be done to suggest or imply that the National Arts Centre Orchestra, in whole or in part, is involved in the concert or broadcast.

- c) Whenever the name "National Arts Centre Orchestra" is allowed to be used by the management of the National Arts Centre, all fees and conditions of this Agreement will apply.
- d) The National Arts Centre orchestra will not combine with other Orchestras, but will perform with its regular personnel whenever it performs under the terms of this Agreement.
- e) Notwithstanding the above, the National Arts Centre may use its resources to promote groups from within the Orchestra (for example string ensembles, reed ensembles, brass ensembles) for recitals or concerts for presentation in schools or in the National Arts Centre itself to further musical education.
- f) It is the responsibility of each musician to individually practice, at his/her own time and expense, in order to adequately perform the music required for each rehearsal and concert. It is acknowledged that each musician may maintain a studio in his/her home or elsewhere for this purpose as the National Arts Centre has inadequate facilities.

1.05 The Centre shall engage not fewer than forty-four (44) musicians for the period:

- a) starting September 19, 1988 and ending August 6, 1989;

The season will consist of no fewer than forty-six (46) consecutive weeks.

1.06 The Centre will appoint a member of the Local as Personnel Manager - Steward. This appointment must have the approval of the Local, and this approval can be withdrawn for just cause. The parties recognize and agree that the Personnel Manager, while covered by the terms of this Agreement, has the authority and responsibility to require compliance by members of the Orchestra to the terms of this Agreement.

1.07 The Centre will appoint two (2) members of the Local as Librarians, both of whom shall receive not less than the current basic fee for services not to exceed thirty-five (35) hours weekly. For time in excess of thirty-five (35) hours, they shall receive one and one-half (1 1/2) times their hourly rates to be computed in half-hour segments. A Librarian must be present on all services including tours and run-outs.

1.08 Whenever the masculine is used herein, it shall also be considered to refer to the feminine.

ARTICLE 2 - COMMITTEES

2.01 Orchestra Committee

There shall be an Orchestra Committee consisting of three (3) musicians whose members shall be elected by the musicians by secret ballot at the end of one season for service in the next season. The duties of the Orchestra Committee will be to confer with the Centre's Music Department on such matters as touring and scheduling and general compliance with the terms of Agreement.

2.02 Artistic Advisory Committee

There shall be an Artistic Advisory Committee consisting of three (3) musicians whose members shall be elected by the musicians by secret ballot at the end of one season for service in the next season. The duties of the Artistic Advisory Committee will be to confer with the Centre's Music Department and to report back to the Orchestra on artistic matters. Either the Music Department or the Committee themselves may request a joint meeting to discuss subjects of concern to these two committees. The Chairperson of the Orchestra Committee will coordinate such joint meetings.

2.03 Chamber Music Committee

There shall be a Chamber Music Committee consisting of three (3) musicians whose members shall be elected by the musicians by secret ballot at the end of one season for service in the next season. The duties of the Chamber Music committee will be to advise the Music Department in the planning of the Orchestra musicians' Chamber Music series.

ARTICLE 3 - RENEWAL OF CONTRACT AND ENGAGING MUSICIANS

3.01 Engaging

- a) Auditionst When a vacancy occurs in the Orchestra, auditions will be heard by a committee consisting of the Conductor/Music Director, the Concertmaster and Principals of the relevant section (for a string opening, the string Principals; for a wind opening, the wind Principale; for a percussion opening, a committee of Principal players to be determined by the combined string and wind Principals). Each of these people will have one vote. There will also be a representative from the Local present. The Committee may invite other Orchestra members to be present in a non-voting capacity. Whenever possible, the finalists for a position will play with the Orchestra as part of their audition, with opinions solicited from section players involved. The Audition Committee reserves the right to have discussions exclusive of non-voting members. When the Principal chair is to be auditioned, the Principal may be asked to participate in the Committee at the Conductor/Music Director's discretion. When audition tapes are used to pre-screen applications, the tapes may be screened individually by members of the Audition Committee. Each musician on the Audition Committee shall receive two percent (2%) of minimum weekly scale for each hour attending auditions.
- b) Vacancies in any section, including Personnel Manager and Librarian, shall be formally announced to the orchestra immediately after they become known to the Centre. Members of the Orchestra wishing to apply for a vacancy shall be heard by the appropriate Auditioning committee during a period of not less than thirty (30) days from the day of the announcement.
- c) No musician shall be engaged as a member of the Orchestra if that musician is unacceptable to the Music Director or Music Director elect.

3.02

Probationary Period

- a) The first two seasons a musician is with the Orchestra will constitute a probationary period, This may be reduced to one season by the full Audition Committee as defined in Clause 3.01. The Audition Committee will also decide by December 31st of a musician's second season whether or not that musician will become a regular member of the Orchestra. These decisions will be made by secret ballot and will be made known as soon as possible before the end of the season. Whenever possible, a representative from the Local will supervise all ballots. If during the probationary period disengagement is desired by either party, this disengagement may be effected by notice in writing from either party to the other by February 15 of the first season or by December 31 of the second season without any reason being given.
- b) Notwithstanding Clause 3.02 (a) no musician will be confirmed as a regular member of the Orchestra if this is unacceptable to the Music Director or Music Director elect.
- c) The third (3rd) season of employment, the status of a musician in the Orchestra will be that of a regular member, and continued engagement for each subsequent season will follow except as provided in Clause 4.02.

3.03

Renewal

Except for those in their first season of probation, all musicians shall be given notice of conditions of renewal of their personal service contract not later than December 31 to be accepted or rejected by them not later than February 15. The Conductor/Music Director must be available for consultation. Should he be absent during this period, the deadline will be extended for those musicians wishing to consult with him.

ARTICLE 4 - NON-RENEWAL OF CONTRACT

4.01

Regular Members

- a) Regular members wishing to terminate their contracts at the end of the current season must give notice before the 15th of February. Thereafter they may give notice with the permission of the Centre and the Conductor/Music Director. In either case this notice must be given in writing and a copy sent to the office of the Local.
- b) If the Centre is desirous of termination, the termination can only be effected by giving notice to the musician in writing one year in advance to members with tenure, termination to be effective at the end of the following season. A copy of the notice must be sent to the Local.
- c) The termination notice (Clause 4.01 (b)) must be preceded by a written notice of warning issued by the Conductor/Music Director to any player giving the reason why the termination of his or

her services is being considered. A copy of this notice or warning must be sent to the office of the Local. This notice must occur and be received by the musician thirty (30) calendar days before the notice of termination (referred to above in 4.01 (b)) or by December 31 of the current season, whichever is earlier.

4.02 Reasons for Termination

- a) Inability or refusal to perform as required by the Conductor/Music Director.
- b) Intoxication. Immediate suspension (without pay) could apply and dismissal result but only after a thorough investigation by the Centre, the Orchestra Committee and the Local.
- c) Habitual lateness at rehearsals or performances.
- d) Unprofessional conduct and/or conduct detrimental to the Orchestra, its other members or its interests, but only after a thorough investigation by the Local, the Orchestra Committee and the Centre.

4.03 Committee for Termination

- a) upon request from a directly interested regular Orchestral member, a Committee shall be formed whose function it would be to try to ensure fair play (if such were not believed to be the case) in the event of a pending termination. This Committee would consist of the following: the Concertmaster, a member appointed by the interested party and three (3) members freely elected by the Orchestra. The Committee shall be present at interviews between the Conductor/Music Director and the musician upon request of the musician.
- b) This committee shall make the final decision by secret ballot on whether or not the termination is upheld or the member is reinstated.

4.04 Change of Conductor/Music Director

- a) During the last year of tenure of a Conductor/Music Director and the first year of tenure of a new Conductor/Music Director, no termination or notice of termination action of the Centre toward regular members of the Orchestra may be effected without ratification of a Committee for Termination (4.03 above).
- b) The Orchestra, through its elected delegates, shall be allowed to make representations to any selection committee for a new Conductor/Music Director in regard to artistic criteria. These representations shall be requested before a decision is made.

4.05 Yearly Auditions

- a) Any musician shall have the right to be auditioned once a year by the Conductor/Music Director.

- b) The Centre will have the right to audition each musician once a year, provided that eight (8) weeks notice is given. Auditioning of regular members will be adjudicated by the Audition Committee.

4.06 Seating Position

The Conductor/Music Director shall have the right to determine the seating position of every player in the Orchestra. He may call an Audition Committee for counsel, but the final decision is his. Orchestra members shall be given notice of seating positions not less than four (4) weeks in advance of the first service of each regular season.

ARTICLE 5 - SCHEDULING

5.01 Before the end of each season the musicians will be given a list of all rehearsals, performances and tour dates scheduled by that time for the following season. At the beginning of each season an up-to-date revision of this list will be given to all musicians.

5.02 A tentative weekly rehearsal and performance schedule will be posted at least thirteen (13) weeks in advance throughout the season.

5.03 A final rehearsal and performance schedule will be posted eight (8) weeks in advance throughout the season.

a) (i) In the event of a proposed change in the schedule less than eight (8) weeks before the beginning of the week in question, the musicians will be allowed to vote on the acceptance or rejection of the proposed change. Even if the change is accepted, any member of the Orchestra who can prove that he has made another commitment based on the original schedule will be excused without penalty from the service in question.

(ii) If changes are made between seasons to a final rehearsal and performance schedule, the musicians will be notified by mail at their home address or another address if so indicated by the musician.

(iii) If a final rehearsal and performance schedule is posted during a scheduled week off the eight (8) weeks advance notice does not start until the next scheduled work week.

b) Overtime will be paid unless the change in the schedule is required because of factors beyond the reasonable control of the Centre and notice is given less than eight (8) but more than four (4) weeks before the beginning of the week in question.

When these conditions apply, no Orchestra approval will be required and there shall be no obligation to pay the musicians overtime, but any musician

who can prove that he has made another commitment based on the original schedule will be excused from the service without penalty.

- 5.04 a) A scheduled extra service which is cancelled less than six (6) weeks in advance will be paid except in the case of a media engagement, in which case the appropriate A.F. of M. Agreement will apply.
- b) Clause 5.04 (a) does not apply where a scheduled extra service is cancelled less than six (6) weeks but greater than four (4) weeks in advance because of factors which were beyond the reasonable control of the centre.
- 5.05 No more than two (2) services will be scheduled in one day.
- 5.06 Whenever possible, the last rehearsal prior to a performance shall be a rehearsal for that performance.
- 5.07 a) The day after an evening service, no rehearsal or performance shall begin earlier than 11:00 a.m. except with the approval of the Orchestra through the Orchestra Committee.
- b) The day after an evening service, no travel for a tour or runout shall begin earlier than 10:00 a.m. except when necessary because of commercial carriers' regular schedules. Any occasion on which the Orchestra is required to leave before 9:00 a.m. must be approved by the Orchestra through the Orchestra Committee.
- c) For the purpose(s) of this Article an evening service is any service that ends after 10:00 p.m.
- 5.08 A complete itinerary for all tours and runouts (including departure and return of instruments and wardrobe trunks) shall be submitted to the Committee six (6) weeks prior to the start of a tour or runout and final details to the musicians four (4) weeks before departure. Details are to include mileage and estimated travel time (from the Ontario Motor League or some other reliable agency), name and addresses of the concert halls and the approximate distances from the hotel to the concert hall.
- 5.09 After a tour of two (2) weeks or more the Orchestra must remain in Ottawa for one (1) week before starting another tour or runout.

ARTICLE 6 - SERVICES

The Centre may utilise the musicians in the following types of services:

- 6.01 For indoor concerts in the National Capital area and on tour.
- 6.02 a) For outdoor concerts in the National Capital area and on tour.
- b) The musicians will perform outdoor concerts on the condition that:
- (1) the temperature between 21' and 30' celcius;

- (ii) there be a roof covering the entire Orchestra which will protect it from rain and from sun at any angle;
 - (iii) there be a floor raised off the ground;
 - (iv) there be adequate changing and washroom facilities;
 - (v) in the case of an outdoor concert taking place on tour, the venue be a permanent ~~summer~~ fixture used by other professional orchestras;
 - (vi) each occasion upon which an outdoor concert is performed be discussed by the orchestra through the Orchestra Committee in advance;
- c) In case of exceptional discomfort to the musicians or their inability to perform because of such things as adverse weather conditions, even if the above conditions are met, the Orchestra through the Orchestra Committee reserves the right to withhold its services;
- 6.03 a) Collectively for the accompaniment of Ballet, opera and operetta productions sponsored or produced by the National Arts Centre.
- b) When the orchestra is required to perform other theatrical productions, the Orchestra through the Orchestra Committee and the Artistic Advisory Committee will be consulted before arrangements are finalized.
- 6.04 Broadcasting engagements (radio and T.V.):
- a) One weekly broadcast or advanced recording intended for one-time use on the CBC radio network (excluding "remotes") may be made by the musicians as part of their normal services to the Centre.
- b) In addition to these broadcasts referred to in 6.04 (a), the centre may schedule services for broadcasts, broadcast recordings, pay-television and regular television shows during the season.

For the first 16 of these services (chronologically) the musicians will receive their negotiated salaries for the week and the fee for the broadcast service or services as outlined in the applicable AF of M Agreement. There will be no payment of negotiated salary overtime for those broadcast services that are in excess of the eight (8) regular services of the week. Approval of the Orchestra through the Orchestra Committee is required for the scheduling of any services in excess of eight (8) per week.

For any of the above mentioned broadcast services in excess of 16 but not more than 32, the musicians will be paid the fee for that service as outlined in the applicable AF of M Agreement or their negotiated salaries (including overtime) for that service under the present Agreement, whichever is greater. For any broadcast services in excess of 32 the conditions of the first sixteen (16) services will apply.

- c) Remote broadcasts (radio, regular and pay television) shall be subject to all the conditions and fees in the applicable AFM Agreement. Remote broadcasts are to be paid to each member of the Orchestra in addition to the musician's regular weekly fee.
- d) Commercial phonograph recordings shall be paid for at prevailing fees and conditions listed in the AFM Commercial Phonograph Recording Agreement. Such fees will be in addition to the musician's regular weekly fee.
- e) All residuals accruing for re-use of broadcast recordings or fees for conversion of broadcast recordings to commercial recordings will be paid to each musician in addition to his contracted personal salary.

6.05 The National Arts Centre will provide opportunities for the musicians to perform chamber music concerts, and each concert will constitute a scheduled overtime service for each musician involved. All house costs for these presentations are assumed by the Centre. Programming for these concerts must be approved by the Music Director. These concerts may be broadcast on CBC or commercially if the fees outlined in the applicable A.F. of M. agreement are paid.

- 6.06
- a) Every contracted musician shall be available for every rehearsal or performance of the orchestra for which he is being paid, whether or not he would normally be involved in that rehearsal or performance.
 - b)
 - i) "Week" means a period of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours the following Sunday. The normal work week will consist of a maximum of five (5) working days with two (2) days off.
 - ii) During an orchestral work week, work days will be Monday to Friday with Saturday and Sunday consecutive days off in nineteen (19) weeks of the contract period excluding holiday weeks. Flexibility of scheduling days off is permitted:
 - 1) During weeks when performances of Ballet or Opera take place.
 - 2) During the week prior to Ballet and Opera performance weeks when rehearsals for Ballet and Opera take place.
 - 3) During tour weeks
 - 4) For Family, POP3 and Special POPS concerts that occur on Saturdays, not exceeding eight (8) times in any one season. The days off will include the Sunday immediately following the Saturday and one day earlier in the same week. During these weeks, no Main series concerts will be Scheduled.

Family Concerts will be no longer than 70 minutes. When only family concerts are scheduled for Saturdays, Main Series concerts can be scheduled during the same week.

- 5) For those weeks that include a minimum of two broadcast services as specified in Clause 6.04(b)
 - 6) During the months of June and July.
 - 7) During weeks when special single concerts take place, to a maximum of two (2) per season.
 - 8) During weeks in which special or series Baroque concerts take place.
 - 9) During the week prior to special or series Baroque concerts when rehearsals for special or series Baroque concert8 take place.
- c) Any service performed on a normal day off (Saturday or Sunday) is considered overtime except as provided in Clause 6.06(b).
- 6.07
- a) The musicians shall provide a total of eight (8) services each week not to exceed a total of twenty (20) hours of weekly services. Overtime will be paid according to the rates set out in Article 9 Clause 9.01.
 - b) Eight (8) times in the season, the Centre may utilize without payment of overtime a 9-service week (not to exceed a total of 22 1/2 hours per week), to be followed immediately by a 7-service week (not to exceed 17 1/2 hours per week) after a minimum of one day off. The seven services will take place on consecutive days. For each 9-service week that is used, the musicians will be given an extra day off. This day off must occur sometime during the 4-week period which includes the week before and the week after the 9-and-7 pair. It must also be contiguous to an already scheduled day off.
- 6.08
- Services not utilized by the Centre in any one (1) week cannot be added to any other week except as allowed in Clause 6.07(b).
- 6.09
- a) Subject to an allowance of five (5) minutes in favour of the Centre, services must not be scheduled including intermission time, to exceed:
 - (i) two and one-half (2 1/2) hours for rehearsals for orchestral concerts and orchestra performances:
 - (ii) three and one-half (3 1/2) hours for rehearsals, dress rehearsals and performances for ballet, opera, or opera-in-concert:

(iii) three (3) hours for rehearsals *or* dress rehearsals on a day of any performance:

(iv) a total of SIX (6) hours in any day.

If overtime is necessary, rates listed in Clause 9.01 will apply.

b) Services shall not run beyond midnight without payment of overtime.

c) (i) if overtime is found to be necessary after utilization of the five (5) minute grace period, then the grace period will be considered to have been part of the first overtime segment.

(ii) when it is known in advance that overtime is going to be necessary then the five (5) minute grace period is disallowed for all players.

d) The Centre reserves the right to require compulsory overtime for dress rehearsals for concerts up to a maximum of One-half (1/2) hour.

6.10

Musicians shall be entitled to five (5) minutes of intermission for each one-half (1/2) hour of service except for the one and one-half (1 1/2) hour rehearsals on tour. (See Clause 7.02(g)(ii)). The Centre may, subject to the approval of the Orchestra Committee, schedule twenty minute intermissions for single intermission opera/ballet performances scheduled for three hours' duration. The intermissions may be taken separately or together subject to the following:

a) All performances shall have an intermission of not less than twenty (20) minutes, during which coffee or tea will be provided at the Centre's expense.

b) Members of the orchestra will not be required to rehearse or, except for Opera, perform continuously for more than ninety (90) minutes, without the approval of the Orchestra through the Orchestra Committee.

6.11

a) No service shall be scheduled to begin earlier than 10:00 a.m. except in cases of rehearsals in the Opera on a two (2) service day, when the starting time may be advanced to 9:30 a.m..

b) The usual time period between rehearsals will be one and one-half (1 1/2) hours. This time period may be reduced to one (1) hour in cases of rehearsals in the Opera on a two (2) service day.

c) The exceptions in Clauses (a) and (b) are to be limited to a total of fifteen (15) times a season.

d) On the occasions in which Clauses (a) and (b) are applied, the Orchestra will have three (3) rehearsals in the Opera.

6.12 Rehearsals or matinee performances shall end at least three (3) hours prior to the commencement of an evening performance, except when the hall is not available at times which would make this possible. The latter situations would involve prior consultation with the Orchestra Committee.

6.13 In the National capital Region, four one-hour school concerts, or rehearsals and concerts, performed within two two and one-half (2 1/2) hour periods on one day, will be considered three services. outside the Centre, excluding tours, a one hour school concert will be considered one service.

6.14 Extra players of orchestral instruments will be present for rehearsals of movements in which they are involved for at least those services scheduled during the performance week.

Exceptions to the above may be made only after consultation with the Conductor/Music Director, the Personnel Manager, the relevant section leader and the Orchestra Committee.

ARTICLE 7 - TOURS AND RUNOUTS

7.01 Definitions

a) A local runout is a trip to a Canadian town or city sufficiently close to Ottawa to enable the musicians to travel to the place of the concert and return to Ottawa following the concert without requiring overnight accommodation, within the limits of travel as stated in Clause 7.03(d)(1). Runouts to U.S. destinations may not be scheduled without approval of the Orchestra through the orchestra Committee.

b) A tour runout is a trip to a town or city sufficiently close to the hotel to enable the musicians to travel to the place of concert and return to the hotel following the concert within the limits of travel as stated in Clause 7.03(d)(1).

c) A tour is a trip requiring overnight accommodations on one or more occasions.

d) There will be no runouts during a nine (9) service week.

7.02 Working Condition8 on Tours and Runouts

a) On tours of:

1) One week or less, no more than six (6) concerts will be scheduled on tour in any seven (7) day period and there may be no more than six (6) consecutive working days and/or travel days without a day off. There may, however, be rehearsals on tour in addition to concerta.

- ii) Eight (8) days or more, the Centre may not schedule more than five (5) consecutive travel/concert days without a day off immediately following.
- b) There will be no travel on a day off except with the approval of the musicians through the orchestra Committee.
- a) No departure on any day of a tour shall start before 9:00 am unless absolutely necessary because of commercial schedules. The spread of travel and/or services shall not exceed a fourteen (14) hour limit on any day.
- d) Every reasonable measure will be taken to ensure that the musicians return to Ottawa by 1:30 am on the last day of a tour or runout. When the musicians return later than this, they will be paid overtime to be computed in thirty (30) minute segments except in cases beyond the reasonable control of the centre, such as Acts of God.
- e) Except with prior permission of the musicians through the Orchestra Committee, no travel shall take place after an evening concert (except on runouts).
- f) Any rehearsals or matinee performance on a tour shall end at least three (3) hours prior to the commencement of an evening performance, except when the hall is not available at times which would make this possible. The latter situations would involve prior consultation with the Orchestra Committee.
- g) i) Matinee performances on the same day as an evening concert will not exceed one hour.
- ii) Rehearsals on the day of a concert will not exceed one and one-half (1 1/2) hours except when a soloist is rehearsing a work with the musicians for the first time, on which occasion the rehearsal may be extended by one (1) hour for the purpose of rehearsing with the soloist.
- h) i) On tour and excluding runouts, the musicians will arrive at least three (3) hours before an evening concert to allow them time to have dinner before the concert. On runouts they will arrive at least two and one-half (2 1/2) hours before an evening concert.
- ii) The musicians will arrive at least two (2) hours before a matinee concert and one and one-half (1 1/2) hours before a rehearsal in order to allow them time to have lunch before the concert or rehearsal.
- i) When a matinee and an evening concert or rehearsal and evening concert are scheduled on the same day, day-time hotel accommodations will be provided according to the provisions of Clause 7.04, and there will be no travel between services on a two-service or runout day.

- j) Transportation will be provided so that the musicians arrive at the concert hall at least a half (1/2) hour before concert time.
- k) i) No rehearsal or performance will begin earlier than twelve (12) hours after the return from a tour or runout based on the actual arrival time at the stage door of the National Arts Centre, or eleven (11) hours in the case of a tour runout based on the actual arrival time at the hotel door.
- ii) After the return from a tour or runout (based on the actual arrival time at the stage door of the National Arts Centre) no rehearsal or performance will begin earlier than:
- twelve (12) hours after the return from a tour or runout;
 - one (1) calendar day after a tour of three (3) to seven (7) days;
 - two (2) calendar days after a tour of eight (8) to fourteen (14) days;
 - three (3) calendar days after a tour of fifteen (15) to twenty (20) days;
 - four (4) calendar days after a tour of twenty-one (21) to twenty-seven (27) days;
 - five (5) calendar days after a tour of twenty-eight (28) days or more.
- iii) These aforementioned calendar days may be included in the normal days off due in the week in which they occur. If a vacation week is scheduled at the end of a tour, the aforementioned days off may be deferred to a later point in the season, but in this case they may not coincide with normal days off. Each deferred day must be contiguous to an already scheduled day off.
- iv) During tours the Centre may schedule a six (6) day week. On tours of eight (8) days or more, these six (6) days may not be consecutive except when at least the last of the six (6) days takes place in Ottawa. When the Centre utilizes the sixth (6th) day without payment of overtime, the Orchestra will receive following the tour the displaced day off. These days may not coincide with normal days off. If a tour programme is repeated in the centre immediately following a tour, compensatory time off due under this section may begin subsequent to Ottawa concerts.
- 1) The Orchestra Manager or the Centre's Tour Manager will accompany the musicians on all tours and runouts. Any deviation from this will be subject to the approval of the Orchestra through the orchestra Committee.

- m) Any contravention of Clause 7.02 (a - 1 inclusive) must be approved by the orchestra through the Orchestra committee.
- n) The centre may schedule one runout as part of a normal work week. Any runouts in excess of this count as two services each,
- c) Whenever possible, encores will be announced a week in advance of a tour if they are not part of the tour repertoire.

7.03

Transportation

- a) 1) All transportation on tours and runouts will be provided by the Centre.
- ii) All tours and local runouts will begin and end at the stage door of the National Arts Centre.
- b) Travel may be by bus. train or airplane.
 - i) Bus: Two standard highway traveller buses furnished with washrooms shall be used? except in the case of transportation to and from airports and between hotels and concert hall, when buses of the type employed for in-city use (without washrooms) may be used provided that these buses have proper luggage storing facilities. If such buses are not available, this situation will be discussed with the Orchestra Committee in advance of the tour or runout.
 - ii) Train: Private coach accommodation will be provided whenever available in Canada and the U.S.A., first class in other countries. overnight travel will be used in North America only when necessary because poor weather conditions, or the likelihood of poor weather conditions, makes other types of transportation inadvisable. Sleeping accommodations will be provided when overnight travel is necessary. This situation will be discussed with the Orchestra Committee on each occasion.
 - iii) Airplane: Aircraft to be used shall be limited to pressurized aircraft of the type normally used in scheduled commercial passenger flights by major airlines.
- c) Time limits for duration of travel on tours.
 - i) Non-Service day:

Air: eight (8) hours, including ground transportation to and from airports in Canada and/or the U.S.A.

Intercontinental: to be discussed between the Orchestra Committee and the Centre on each occasion.

Bus: six (6) hours travel time to allow arrival by 6:00 p.m..

Combination of bus and air travel during same day: no more than two and one-half (2 1/2) hours bus, eight (8) hours maximum.

ii) One-service day: four (4) hours total travel time.

iii) Two-service day: three (3) hours total travel time.

d) Time limits for duration of travel on runouts.

1) Local Runouts: (from Ottawa only)

One-service day: five (5) hours total travel time.

Two-service day: three (3) hours total travel time subject to Clauses 7.02 (i) and 7.04

The musicians must arrive at the stage door of the National Arts Centre not later than 1:30 a.m..

ii) Tour Runout:

One-service day: four (4) hours total travel time.

Two-service day: three (3) hours total travel time subject to Clauses 7.02 (i) and 7.04.

The musicians must arrive at the hotel not later than 1:00 a.m..

iii) While on tour, no service or travel on the day following a runout will be permitted less than eleven (11) hours after the return from a runout based on the actual arrival time at the hotel unless absolutely necessary because of commercial schedules,

iv) Hotel accommodation will be provided until the scheduled time of departure or concert time. Early checkouts are to be approved by the Orchestra through the Orchestra Committee.

e) Travel time includes all elapsed time from the scheduled time of departure until arrival at hotel or place of destination, except that the travel time shall be computed from the actual time of departure when the departure is delayed because of the late arrival of a musician or Acts of God.

f) The Following shall not be counted as travelling time:

i) Meal stops of one (1) hour for lunch and one and one-half (1 1/2) hours for dinner.

ii) Delays beyond the reasonable control of the Centre, such as Acts of God.

- iii) Travel from hotel to place of concert and back, unless such distance is more than twenty (20) miles.
- g) For travel in excess of the limit8 stated above, overtime will be paid at scale in one-half (1/2) hour segments.

7.04 Accommodation

- a) The centre shall supply at ita own expense single room accommodations in first class hotel8 and motels.
 - i) At the beginning of each season each musician shall advise the management whether he or she requires single or double accommodations and, in the case of the latter, will indicate with which musician he or she will share the room. Where it is possible, a change from single to double room or vice versa will be made, provided adequate notice is given the Centre. At no time shall more than two (2) persona be allocated to one room.
 - ii) A bonus of \$10.00 per day will be paid to those who choose double rooms.
- b) When a choice of first-class hotels is available, the musicians will be consulted and allowed to make the choice.

7.05 Handling of Instruments on Tour

- a) At least one (1) of the National Arts Centre's regular stagehand8 will be engaged to accompany the musicians on toux, either in the same bus, aircraft or train in which the musicians are travelling, or in the truck carrying the large instruments and other equipment. He will supervise the handling of all equipment.
- b) when the musicians travel by bus, the cellists will have the option of taking their instruments with them or having them shipped by truck in the cases provided for this purpose by the Centre.
- c) Only cellos, basses and percussion instruments will normally be shipped. Players of other instruments will carry them unless they request that they be shipped, provided that adequate notice of requirements be given.
- d) Instruments belonging to the Centre will be transported by any means selected by the Centre.
- e) Wardrobe trunks will be provided by the Centre for all tours and runouts whenever physically possible.
- f) Bass stools and tympani stool will be transported on all tours and runouts.
- g) Stand lights will be provided on all tours and runouts to provide lighting a0 stated in clause 11.01 (a).

7.06

Per **Diem** Allowances and Advance Salary Payments

- a) The following meal allowances (per diems) will be paid on tours and runouts:

	1988-89
breakfast	\$ 8.50
lunch	\$11.00
dinner	\$18.00
out-of-pocket	\$12.50
TOTALS	\$50.00

- b) 1) When a tour or runout starts before **11:00 a.m.**, full per diems plus out-of-pocket **expenses** and supplementary tour wages will be paid.
- ii) When a **tour** or runout starts before **1:00 p.m.**, lunch and dinner allowances plus out-of-pocket expenses will be paid.
- iii) when a tour or runout starts after **1:00 p.m.**, dinner allowance will be paid.
- c) 1) When the musicians arrive back at the stage door of the National Arts Centre before **11:00 a.m.**, breakfast allowance will be paid for the last day of the tour.
- ii) When the musicians arrive back at the stage door of the National Arts Centre after **11:00 a.m.** but before **5:00 p.m.**, breakfast and lunch allowance plus out-of-pocket expenses will be paid.
- iii) When the musicians arrive back at the stage door of the National Arts Centre after **5:00 p.m.**, full per diems plus out-of-pocket expenses and supplementary tour wages will be paid.
- d) For Canadian tours, all allowances under Clause **7.06 (a)** will be paid in cash at least **two (2)** full banking days prior to departure.
- e) When a pay-day would normally fall during a tour, cheques will be issued and dated **two (2)** full banking days in advance of Canadian tours and **five (5)** full banking days in advance of foreign tours.
- f) With the exception of tours in the United States, for foreign tours, all allowances under Clause **7.06 (a)** will be paid in Canadian funds at least **(5)** full banking days in advance of the tour. For tours in the United States, U.S. funds will be paid on all allowances in this section and will be paid at least **five (5)** full banking days in advance of the tour.

- g) For each tour day for which full per diems are applicable, each musician shall receive the following supplement to his wage:

1988-89

\$12.50

For each day that there is a runout from Ottawa, 50% of this supplementary allowance will be paid.

ARTICLE 8 - RATES OF PAY

- 8.01 a) The minimum weekly fee for the period of this Agreement shall be:
- \$806.00
- b) Each member of the Orchestra will receive a minimum increase of \$31.00 per week in 1988-89.
- c) The minimum per service fee for extra musicians for the period of this Agreement shall be:
- \$101.00
- d) In the event that an extra musician is required to spend four consecutive days or more on tour, the weekly minimum fee shall apply, provided that each week of touring paid consists of at least four days.
- 8.02 Musicians will be paid every second Thursday.
- 8.03 Compulsory deductions shall be made at source.
- 8.04 Overtime will be calculated every month and will be added to the next paycheque.

ARTICLE 9 - SUPPLEMENTARY FEES

- 9.01 overtime
- a) Scheduled overtime is overtime scheduled more than four (4) weeks prior to any service. Any other overtime except for travel overtime will be paid at the unscheduled overtime rate.
- b) Overtime will be paid at the following rates and in each case will be computed in half-hour segments.
- i) Scheduled overtime: 1 1/3 times contracted salary
- ii) Unscheduled overtime: 1 1/2 times contracted salary
- iii) Travel overtime: Based on scale

- c) The Orchestra through the Orchestra Committee must be consulted before any scheduled, unscheduled or travel overtime service required for a normal day off is finalized.
- d) When a service runs beyond 11:59 p.m., players shall be paid double time which is to be calculated in segments of thirty (30) minutes. On Latin Touts, flexibility will be permitted with the approval of the Orchestra through the Orchestra Committee.
- e) Payment for overtime on rehearsals shall begin at the end of a normal rehearsal time referred to in Clause 6.09 but there shall be a five-minute break before the beginning of the overtime rehearsal.
- f) There will be a five (5) minute break per each thirty (30) minute overtime segment (on rehearsals).
- g) The five (5) minute break(s) may, with the unanimous consent of the Orchestra members present, be moved to the end of the overtime rehearsal.
- h) When the arrival times set out in Clauses 7.02 h), 7.02 j), and 7.02 k) (i) are not met travel overtime will be paid.

This will not apply if the reason for the late arrival is beyond the reasonable control of the Centre.

9.02

Doubling

- a) The following doubling is permitted without the payment of any additional fee:
 - i) Piano, Celeste, when furnished by the Centre.
 - ii) Any two (2) of the Clarinet family other than Bass clarinet or Eb Clarinet.
 - iii) Any two (2) of the Saxophone family other than Bass Saxophone.
- b) With the exception of the authorized doubles set out in this Article, a musician playing any additional instrument shall be paid in addition to his basic fee an amount equal to 50% of the musician's contracted fee for the first double, and 25% for the second and each subsequent double.

ARTICLE 10 - DRESS

10.01

The musicians shall supply and appear dressed in clothes appropriate for each occasion. clothing purchased by the Centre remains the property of the Centre,

- 10.02** For Evening Concerts (winter season)
- a) Men: **Full dress suits, white tie and vest, black socks and plain black leather shoes.**
 - b) Ladies: **Full-length black evening dress with three-quarter or full-length sleeves or long black skirt and black blouse with three-quarter or full-length sleeves, black shoes.**
- 10.03** For all performances after close of subscription series or in countries where summer conditions prevail :
- a) Men: **White jackets, black trousers, black socks and black shoes. New members must pay for jackets but, if they remain for the following season, will be reimbursed full price.**
 - b) Ladies: **White blouse with three-quarter or full-length sleeves, black full-length skirt, black shoes. New members must pay for blouses but, if they remain for the following season, will be reimbursed full price.**
- 10.04** Afternoon Concerts
- a) Men: **Black suits, four-in-hand tie (colour at the discretion of Management), white shirt, black socks and black shoes.**
 - b) Ladies: **On Stage**
Full-length black evening dress with three-quarter or full-length sleeves or long black skirt and black blouse with three-quarter or full-length sleeves, black shoes.
 - c) Ladies: **Off stage**
short black dress and black shoes.
- 10.05** Winter Season Pops Concerts
- a) Men: **Black suit or tuxedo, black bow-tie, dress shirt, black socks and shoes.**
 - b) Ladies: **Full-length black evening dress with three-quarter or full-length sleeves or long black skirt and black blouse with three-quarter or full-length sleeves, black shoes.**
- 10.06** Performances in the Orchestra Pit
- a) Men: **Black suit or tuxedo, black bow-tie, dress shirt, black socks and shoes.**
 - b) Ladies: **Short black dress and black shoes or black slacks and black blouse with three-quarter or full-length sleeves, black shoes.**

ARTICLE 11 - GENERAL WORKING CONDITIONS IN CENTRE, TOURS AND RUNOUTS

11.01 The centre shall provide the following physical working conditions for the players during the Orchestra's rehearsal and concert periods in the National Arts Centre and, where possible, on tours and runouts:

- a) Lighting to be not less than twenty foot candles (incident light measured within one foot of the music, at an angle of 90 degrees to the music). A player shall have the right to withhold his services without penalty if the lighting is less than this. Whenever possible, stand lights will be available to any musician upon request.
- b) chairs and stools, properly suited to each musician's needs.
- c) Dressing rooms which are open and available and cleaned on a regular basis.
- d) A musicians' lounge having suitable accommodation for the Orchestra.
- e) Temperature 20 degrees to 24 degrees celsius (68 degrees - 75 degrees F.); humidity 35-45%.
- f) Lockers and locker rooms as presently provided in the National Arts Centre.
- g) The Centre will use its best efforts to ensure that the orchestra shell is in place for all television shows.
- h) Access to the Orchestra Pit and the Stage will be adequately lit before and after performances and during intermissions. The Orchestra Pit and Opera Stage will be cleaned on a regular basis.
- i) The Orchestra is allowed access to the Stage, Pit or Rehearsal Hall one-half (1/2) hour before the scheduled starting time of the service.

11.02 Photo Call

Musicians will attend a photo call of one hour's duration once per year, without fee, at the mutual convenience of the Centre and musicians. Such a photo call will not be used for rehearsal or performance purposes and will be scheduled according to the scheduling regulations for regular services.

11.03 Each musician shall arrive at the Centre at least fifteen (15) minutes prior to the scheduled rehearsal or concert, and on stage for the rehearsal or concert five (5) minutes before starting time. In case of repeated lateness and after proper warning, appropriate sanctions will be taken by the Orchestra Manager after discussion with the Personnel Manager.

ARTICLE 12 - FRINGE BENEFITS

The Centre guarantees the following benefits to the musicians:

- 12.01 Five holiday weeks with pay to be given to the Orchestra as follows:
- One week at the commencement of the season
 - one week at Christmas
 - one week at Easter or Ontario Spring School Break
 - One week between May 15th and July 10th
 - one week at the end of the season
- 12.02 a) No services will be scheduled on New Year's Day, Good Friday, Easter Sunday, Christmas Eve day or Christmas Day.
- b) The Centre will use its best efforts not to schedule services on statutory holidays not mentioned in 12.02 (a). When the musicians do work on statutory holidays, a member of Management will be present in the office for the duration of the service or services.
- 12.03 The Centre will contribute annually 7.5% of the musicians' basic minimum fee (scale) to the AFM and EPW Fund (Canada). This amount will be forwarded in monthly installments to the Fund Office, which in turn will process the records as shown in the Trust Agreement of the Pension Plan.
- 12.04 The Centre will pay 50% of the medical premium of the Ontario Health Insurance Plan. The premium of the Quebec Medical Plan will be shared equally by the Centre and those musicians residing in the Province of Quebec.
- 12.05 The Centre will provide parking in the garage of the National Arts Centre at the same rate as that offered to salaried employees of the Centre.
- 12.06 Severance Pay
- a) A tenured member of the Orchestra who has been contracted for five (5) full seasons or more and who leaves the Orchestra due to non-culpable dismissal or medical reasons, or is fifty-five (55) years of age or over shall receive an amount equal to the weekly scale, at the time of termination, times the number of complete seasons contracted with the Centre up to a maximum of thirty (30) seasons.
- b) A tenured member of the Orchestra who has been contracted for five (5) full seasons or more and who is under fifty-five years of age and resigns from the Orchestra shall be paid an amount of \$200.00 per season up to a maximum of thirty (30) seasons.

Insurance

During the entire period for which each musician is personally contracted and while he or she is directly or indirectly engaged in fulfilling that contract, the centre will provide the following benefits:

a) Life Insurance

The Centre will insure the life of each member under a similar plan to that which applies to all salaried employees of the Centre.

b) Instrument Insurance

The Centre will provide full-time year-round insurance on the musicians' instruments during the life of the musicians' personal contracts.

c) The Centre agrees to allow present members of the Orchestra to participate in the Dental plan provided by the Centre to its employees. Participation shall be on the same basis as for non-union full-time continuing employees.

(i) New members of the Orchestra will be required to enrol in the Dental plan.

d) The Centre will agree to contribute fifty percent (50%) towards the premium of a short term disability insurance plan that has:

i) an elimination period of forty-five (45) days (for disability due to accident or illness);

ii) a forty-six (46) week duration of benefit;

iii) a coverage of seventy percent (70%) of personal weekly earnings up to a maximum of basic scale for that season.

e) The Centre will agree to contribute fifty percent (50%) towards the premium of a long term disability insurance plan that has:

(i) an elimination period of fifty-two (52) weeks;

(ii) a duration which will be to the earlier of the musician reaching age sixty-five (65) or ceasing to be "disabled";

(iii) a coverage of sixty-five percent (65%) of personal weekly earnings up to a maximum of basic scale for that season.

a) If a musician should die on tour, his/her body will be returned to Ottawa at the Centre's expense.

b) If an immediate family member dies while a musician is on tour, the musician will be returned immediately to Ottawa at the Centre's expense and returned to the tour, if required by the Centre. (Immediate family is defined as mother, father, spouse, son, daughter.)

12.09 Whenever possible, the Centre, at its expense, will return a member from a domestic tour if a spouse is about to give birth to a new family member.

12.10 Extra Musicians

- a) All extra musicians will be entitled to those fringe benefits set out in 12.03 and 12.05.
- b) Extra musicians under contract for a period of twenty-six (26) weeks or more will be entitled to those fringe benefits set out in clause 12.04, and 12.07(c) provided that the musicians pay their full share of those benefits which are co-insured (i.e. OHIP and Dental).

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Sick Leave

- a) The Centre will provide two and one-half (2 1/2) services' sick leave to all members of the Orchestra for each four (4) week period in the contract period. Sick leave will accumulate without restriction on a yearly basis, and will include time accrued from previous contracts.

The first year of probation and subsequent years, a musician may draw on the sick time which will accrue in the current year. A maximum of one full season of sick leave may be taken consecutively.

- b) For every sickness leave longer than three (3) consecutive working days, a doctor's certificate may be required.
- c) For each day of authorized sick leave the musician will receive his negotiated salary.

13.02 Short-term Leaves With Pay

- a) For the purpose of this Clause "immediate family" shall mean the musician's spouse, parents, children, sisters, brothers, father-in-law, and mother-in-law;
- b) Short-term leave with pay is available by notifying the Orchestra Manager and shall be limited to the following;
- c) It is understood that leave with pay provided in this Article sets out maximum entitlement only. In the case where an event which would normally entitle a musician to leave with pay occurs on a non-working day, the musician shall not be entitled to an alternate day off with pay. This Clause is only intended to provide the musician, without a loss in pay, the necessary time off in the event that such time conflicts with normal working days:
- d) Leave with pay following a death in the immediate family shall be for a maximum of seven (7) days immediately following the death;
- e) Leave with pay on the day of the wedding of the musician;

- f) Leave with pay upon the birth of the musician's child for a period of one (1) day or the period of labour and delivery, whichever is longer:
- g) Requests for other short-term leaves for emergencies of a personal nature will be considered by the Orchestra Manager;

13.03 Short Term Leave of Absence without Pay

Leave of absence of one month or less shall be deemed short-term leave. A musician applying for a leave of absence without pay shall submit his application on a designated form not later than sixty (60) days before the proposed beginning of the leave, obtaining the approval (or comments) of his section principal (or Concert master in case of a principal player). The form shall be sent to the Orchestra Manager who will consult with the Music Director. Leave applications shall be evaluated solely on the basis of the artistic requirements of the Orchestra.

13.04 Long Term Leave of Absence Without Pay

Leave of Absence may be granted if the following conditions are met:

- a) A musician desiring a leave of absence will submit a request in writing to management not later than December 1st of each year for the following season. Late requests may be considered.
- b) The request will be considered by a committee consisting of the Conductor/Music Director (or Conductor/Music Director Elect), the concert-master, and all section leaders. The Personnel Manager and a representative from management will participate as non-voting members, and all other members of the Committee will have one (1) vote. The decision will be made by secret ballot. No leave of absence will be granted if not acceptable to the Conductor/Music Director or Conductor/Music Director Elect.
- c) The musician must have been in the Orchestra for at least five (5) consecutive seasons, including the probationary period, before applying for a leave of absence. The request may be made in the fifth season for the following year.
- d) seniority of the applicant may be taken into account.
- e) The reason for the leave may be given or not, as the applicant desires, but may be taken into consideration by the Leave-of-Absence Committee.
- f) The decision of the Leave-of-Absence Committee will be reached by January 15th of each season for the following year, except in circumstances beyond the control of the Centre.
- g) Except in special cases, there will be no more than two (2) leaves of absence in the Orchestra at any one time.



- h) The leave will not be granted if it creates an artistic problem for the Orchestra.
- i) The request will not be denied without reason.
- j) A denial will not affect the musician's right to request a leave of absence in the future.
- k) A leave of absence will not exceed a period of one (1) season.
- l) The Centre will pay the musician's instrument insurance and the A.F. of M. and EFW contribution during the leave of absence.
- m) The Centra will pay 50% of the musician's health life and disability insurance plans. The musician will pay the other 50%. These plans will be continued during the leave of absence.

13.05 Maternity Leave

Regular members of the Orchestra who are pregnant shall qualify for a paid leave of absence ("maternity leave") of nine (9) weeks. Maternity leave shall commence at a time selected by the musician, provided that the musician provides the Centre in writing with one (1) month's notice of the intended starting date of the paid leave of absence. No maternity leave under this clause 13.05 shall be granted unless:

- a) Upon notifying the Centre of intent to take maternity leave the musician furnishes the Centre with a certificate of legally qualified medical practitioner stating that the musician is pregnant and giving the estimated date of delivery;
- b) The musician commences maternity leave no earlier than six (6) weeks prior to the estimated date of delivery, unless the Centre otherwise consents.

Any additional leave, without pay, shall be regulated by clause 13.04. The right to maternity leave is an alternative to the right contained in Clause 13.01.

ARTICLE 14 - DURATION OF AGREEMENT

14.01 This Agreement shall be in force for the period: September 19, 1988 to August 6, 1989. Renegotiation of the Agreement shall begin in September 1988.

14.02 In the event of war, Act of God, force majeure, rebellion or riot, this Agreement may be cancelled by the Centre with the giving of thirty (30) days' notice in writing to the Local and to each musician. Such notice can only be effective on the final day of the work week.

SIGNED IN OTTAWA THIS 21st DAY OF September 1988.

NATIONAL ARTS CENTRE
CORPORATION

[Signature]

[Signature]

[Signature]

[Signature]

OTTAWA-HULL FEDERATION OF
MUSICIANS

[Signature]

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