

**COLLECTIVE AGREEMENT**

**between**

**NATIONAL ARTS CENTRE CORPORATION**

**and**

**THE MUSICIANS' ASSOCIATION OF OTTAWA-GATINEAU (LOCAL 180)  
AMERICAN FEDERATION OF MUSICIANS  
OF THE UNITED STATES AND CANADA**

**SEASONS**

**2016-2017**

**2017-2018**

**2018-2019**

**2019-2020**

**07575 (12)**

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THIS COLLECTIVE AGREEMENT made in duplicate in the City of Ottawa, Regional Municipality of Ottawa-Carleton, Province of Ontario, as at the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BETWEEN

NATIONAL ARTS CENTRE CORPORATION, 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 MUSICIANS' ASSOCIATION OF OTTAWA-GATINEAU, Local 180 of the American Federation of Musicians of the United States and Canada, hereinafter called the "Local".

PARTY OF THE SECOND PART

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

## **ARTICLE 1 - RELATIONSHIP**

### **1.01 Canada Labour Code**

The Centre and the Local agree that their relationship and the Local's representation of the Musicians, is governed by the provisions of the Canada Labour Code. The parties agree that this provision shall survive the expiry of the term of this Collective Agreement (hereinafter sometimes referred to as "Agreement") and continue to be binding on the Centre, the Local and the Musicians.

### **1.02 AFM Membership Standing**

All musicians with a personal service contract engaged by the Centre as members of the National Arts Centre Orchestra, hereinafter called the "Musicians", will be members of the American Federation of Musicians of the United States and Canada (hereinafter called the "AFM"), and their engagement or re-engagement will be contingent on their remaining in good standing in the membership of the AFM.

### **1.03 AFM Laws and Regulations**

The Local has supplied the Centre with copies of the By-laws of the AFM as revised September 15, 2001 which are hereby made part of this Agreement to the extent that they are not inconsistent with any of the provisions of the collective

agreement, the policies of the Centre or its existing practices. Any law or regulation enacted by the AFM during the term of this Agreement which conflicts with the terms and conditions of this Agreement shall not apply to this Agreement.

#### 1.04 Centre Rules and Regulations

The Musicians engaged by the Centre shall abide by all the rules and regulations of the Centre.

#### 1.05 Orchestra Name (use of)

a) Except with the express permission of the Music Director and Managing 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 freelance 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 may, at the option of the Centre, under the terms of this Agreement combine with other orchestras for no more than two programmes per season. This shall not be done without prior consultation with the Artistic Advisory Committee and the approval of the Music Director.

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) The Centre may use the phrase "Members of the National Arts Centre Orchestra" for the promotion of concerts during the two (2) Christmas vacation weeks.

#### 1.06 Home Studio

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.

#### 1.07 Orchestra Complement

The Centre shall engage no fewer than fifty (50) Musicians for the seasons covered by the term of this Agreement.

#### 1.08 Orchestra Season

Each season shall consist of forty-six (46) contiguous weeks. Each Musician shall receive the minimum fee set forth in Article 8 for the season for performing the types of services set forth in Article 6.

#### 1.09 Personnel Manager

The Centre will appoint a Personnel Manager. The initial appointment of this person must be approved by the Local. Insofar as the Personnel Manager is performing his duties as Personnel Manager, he is a member of the management staff of the Centre and shall report to and take direction from the Managing Director, or his designate. The parties recognize and agree that the Managing Director has the authority and responsibility to require compliance by Musicians to the terms of this Agreement and that he may delegate such authority and responsibility to the Personnel Manager.

#### 1.10 Librarian

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.

In the event of an extended absence of a Librarian, the Principal Librarian will be consulted as to whether there is a need to replace the absent Librarian on an interim basis. The Principal Librarian will be consulted for all librarian vacancies.

#### 1.11 Gender

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

#### 1.12 Music Director Designate

Whenever there is no Music Director, the Music Director Designate shall have the right to exercise all of the rights, duties and responsibilities of the Music Director

under this agreement, except that the Music Director Designate shall not have authority to exercise the right to terminate the services of a Musician under Article 4 for reasons other than just cause.

### 1.13 Engagement of Titled Conductors

a) The Orchestra, through its elected delegates, shall be allowed to make representations to any selection Committee for a new Music Director in regard to artistic criteria. These representations shall be requested before a decision is made.

b) When a vacancy is to be filled in the position of Music Director, Principal Guest Conductor, Associate Conductor, Assistant Conductor, Resident Conductor, or any other resident conductor regardless of title, the Centre shall solicit recommendations for such vacancy and shall consult with representatives of the Orchestra, elected by the Orchestra for this purpose, and shall seek their views with respect to candidates being considered before a final decision is made.

### 1.14 Categories of Musicians

a) Regular Musician: Tenured or tenure track engaged for a full season.

b) Regular Additional Musician: Tenured or tenure track engaged on a recurring contract for less than a full season, issued annually.

c) Extra Musician: Engaged on a per service basis to replace an absent musician on sick leave, or other short-term leave, or to add to the regular complement.

d) Term Musician: Engaged for one full season on a contract.

A term musician shall not fill a temporary vacancy created by the absence of a regular musician for more than two (2) full consecutive seasons except where the term musician is replacing a regular musician who is on long term disability.

### 1.15 Non-discrimination

The Centre shall not discriminate against or harass any musician on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, union activity, disability and conviction for which a pardon has been granted. This provision shall be interpreted in accordance with the provisions of the *Canadian Human Rights Act*.

Harassment for the purposes of this clause includes any improper behaviour by an individual that is directed at, and offensive to, another individual and which the individual knew, or ought to have known, would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays – made once or repeatedly –



that demean, belittle, humiliate or embarrass another individual. It also includes abuse of authority or misuse of power.

## **ARTICLE 2 - COMMITTEES**

### **2.01 Orchestra Committee**

a) There shall be an Orchestra Committee the duties of which will be to confer with the Centre's Music Department on such matters as touring and scheduling and general compliance with the terms of this Agreement.

b) The Chairman of the Orchestra Committee (or designate) shall be the Steward. No compensation shall be provided by the Centre for this function.

### **2.02 Artistic Advisory Committee**

There shall be an Artistic Advisory Committee the duties of which shall be to confer with the Centre's Music Department and to report back to the Orchestra on artistic matters. Any of the Music Department, the Orchestra Committee and/or the Artistic Advisory Committee 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. The Centre shall confer with the Artistic Advisory Committee in a timely manner on significant artistic decisions.

### **2.03 Chamber Music Committee**

There shall be a Chamber Music Committee the duties of which shall be to collaborate with the Music Department on all chamber music programs including but not limited to MFASA and WolfGANG.

### **2.04 National Arts Centre Orchestra Council**

There shall be a National Arts Centre Orchestra Council to be composed of the Chairman of the Orchestra Committee, Chairman of the Artistic Advisory Committee, Concertmaster, one orchestra member chosen by the Orchestra and one representative of the Local and five representatives of the Centre including the Chairman of the Board (or designate), President and Chief Executive Officer, Music Director (or designate), Managing Director, and Orchestra Manager.

Meetings of the Council may be called by either the President and Chief Executive Officer of the Centre or by the Chair of the Orchestra Committee. The Council may meet during the season at times mutually agreed upon with a spirit of cooperation and understanding in an effort to solve problems, refine procedures and integrate new concepts.

Combining the resources of experience of such a Council would encourage the development of a consensual understanding and create an environment in which the energies and strategies of all can be focused to meet the challenges of the future of both the National Arts Centre and the National Arts Centre Orchestra, and where the artistic enrichment and the development of the orchestra is not dependent on the traditional method of negotiation.

**2.05            Education Committee**

There shall be an Education Committee which shall confer with the Centre’s Music Education staff on such matters as young audience development, young artist training, music resources for parents, teachers and students, and for local and tour activities.

Rates of pay and working conditions for educational activities will be discussed with the Orchestra Committee.

**2.06            Peer Review Committee**

The Orchestra Committee shall be responsible for conducting elections for a Peer Review Committee (see Article 4.02 – Peer Review Committee).

**ARTICLE 3 - RENEWAL OF CONTRACT AND ENGAGING MUSICIANS**

**3.01            Audition Committees**

a) Auditions shall be heard by the appropriate Audition Committee. The Audition Committees shall be as follows:

<b>Section and Position Title</b>	<b>Committee Membership</b>
Concertmaster <ul style="list-style-type: none"> <li>• 24 members maximum</li> <li>• Quorum of 12 required to proceed</li> </ul>	All titled String musicians; All remaining Principal players; * Four section violinists
Principal 2 <sup>nd</sup> Violin <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; Principal Viola; Principal Cello; Principal Bass; * 2 titled members of the 1 <sup>st</sup> or 2 <sup>nd</sup> Violins; * 2 Wind players; * 4 members of the 2 <sup>nd</sup> Violin section

Section and Position Title	Committee Membership
Principal Viola <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; Principal 2 <sup>nd</sup> Violin; Principal Cello; Principal Bass; * 1 titled member of the Viola section; * 1 titled string player; * 2 Wind players; * 4 members of the Viola section
Principal Cello <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; Principal 2 <sup>nd</sup> Violin; Principal Viola; Principal Bass; * 1 titled member of the Cello section; * 1 titled string player; * 2 Wind players; * 4 members of the Cello section
Principal Bass <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; Principal 2 <sup>nd</sup> Violin; Principal Viola; Principal Cello; * 1 titled member of the Bass section; * 2 titled string players; * 2 Wind players; * 3 members of the Bass section
Associate/Assistant Concertmaster <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; Principal 2 <sup>nd</sup> Violin; Principal Viola; Principal Cello; Principal Bass; * 2 titled members of the 1 <sup>st</sup> or 2 <sup>nd</sup> Violins; * 2 Wind players; * 3 members of the 1 <sup>st</sup> or 2 <sup>nd</sup> Violins
Associate/Assistant principal 2 <sup>nd</sup> Violin <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; Principal 2 <sup>nd</sup> Violin; Principal Viola; Principal Cello ; Principal Bass; * 2 titled members of the 1 <sup>st</sup> or 2 <sup>nd</sup> Violins; * 2 Wind players; * 3 members of the 1 <sup>st</sup> or 2 <sup>nd</sup> Violins

Section and Position Title	Committee Membership
<p>Associate/Assistant Principal Viola</p> <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	<p>Concertmaster; Principal 2<sup>nd</sup> Violin; Principal Viola; Principal Cello; Principal Bass; * 1 titled member of the Viola section; * 1 titled string player; * 2 Wind players; * 3 members of the Viola section</p>
<p>Associate/Assistant Principal Cello</p> <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	<p>Concertmaster; Principal 2<sup>nd</sup> Violin; Principal Viola; Principal Cello; Principal Bass; * 1 titled member of the Cello section; * 1 titled string player; * 2 Wind players; * 3 members of the Cello section</p>
<p>Associate/Assistant Principal Bass</p> <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	<p>Concertmaster; Principal 2<sup>nd</sup> Violin; Principal Viola; Principal Cello; Principal Bass; * 2 titled string players; * 2 Wind players; * 3 members of the Bass section</p>
<p>Section String</p> <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	<p>Concertmaster; Principal 2<sup>nd</sup> Violin; Principal Viola; Principal Cello; Principal Bass; * 2 titled players of the section affected; * 2 Wind players; * 3 members of the section affected</p>

Section and Position Title	Committee Membership
Principal Wind (Flute, Oboe, Clarinet, Bassoon, Horn, Trumpet) <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; All remaining Principal Winds (not to include members from the Trombone or Tuba section); 1 member from the section affected; * 1 additional Wind section player; * 2 String players; Associate Concertmaster; * 1 Associate Principal String member
Principal Trombone/Tuba <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; All Principal Winds; Principal Trombone (in case of Tuba) Principal Tuba (in case of Trombone); * 2 Wind section players; * 2 String players
Section Wind (Flute, Oboe Clarinet Bassoon, Horn, Trumpet, Section Trombone) <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; * 6 players from Winds, Brass and Timpani; * 2 String players; * 3 Wind section members
Principal Timpani <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; All members of Percussion section; Principal 2 <sup>nd</sup> Violin; Principal Viola; Principal Cello; Principal Bass; * 5 Wind players
Percussion <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; Principal Timpani; All members of Percussion section; Principal 2 <sup>nd</sup> Violin; Principal Viola; Principal Cello; Principal Bass; * 4 Wind players; * 1 member of the 1 <sup>st</sup> or 2 <sup>nd</sup> Violins

Section and Position Title	Committee Membership
Harp <ul style="list-style-type: none"> <li>• 12 members maximum</li> <li>• Quorum of 8 required to proceed</li> </ul>	Concertmaster; Principal Timpani; All members of the Percussion section Principal 2 <sup>nd</sup> Violin; Principal Viola; Principal Cello; Principal Bass ; * 4 Wind players

\* indicates that members are to be jointly selected by the Orchestra Committee and the Centre.

- b) It is understood that the committees as outlined above are described in their full complement. Attendees must be present for all rounds of auditions in order to vote as part of the Audition Committee. Should it not be possible to achieve 12 members derived from the committee lists above, the Centre and the Orchestra Committee shall make best efforts to jointly select members from the Orchestra to bring the committee complement to 12. All references to Audition Committee in this agreement shall be understood to refer to the specific committee that presides over the specific audition in question. Each member of the Audition Committee as described above shall be a tenured Musician or Regular Additional Musician of the Orchestra. For the purposes of Article 3: Renewal of Contract and Engaging Musicians: With the exception of Article 3.02 (f) (i) Preliminary rounds, the Music Director shall serve as an additional voting member of each audition committee convened per Articles 3.01 Audition Committees; 3.02 Audition Procedure and 3.03 Probationary Period. It is further understood that in each committee, when Principal musicians are not available, they may be replaced for the duration of the auditions by other titled players from the same section.
- c) Excluded from the Audition Committees are:
- i) any Musician, unless mutually agreed upon by the Centre and the Orchestra Committee, who will be replaced as a result of the audition;
  - ii) non-tenured Musicians;
  - iii) any Musician who has received a notice of non-renewal or demotion; or
  - iv) any Musician who is a candidate for the vacancy.
- d) The Audition Committee can through a vote invite a departing Principal who will be replaced as a result of the audition or a non-tenured Musician to participate on the Committee as an Advisory Member. The participation of a non-tenured Musician as an Advisory (**non-voting**) Member on the Audition Committee requires prior approval of the Local and the Centre.
- e) Whenever possible, each member of the Audition Committee shall serve until the vacancy has been filled and the issue of tenure resolved.

- f) Each Musician serving on the Audition Committee shall be present for all auditions, unless previously excused by the Managing Director, and shall receive two percent (2%) of the minimum weekly scale for each hour attending auditions.
- g) The Audition Committee may invite other Musicians to be present to observe the auditions. Invited Musicians shall not be compensated by the Centre. The Audition Committee reserves the right to have discussions exclusive of invited musicians.
- h) At all meetings of the Audition Committee, including auditions, a representative of the Local and a representative of the Centre shall be invited to attend. The two representatives shall have the right to be present at all discussions.
- i) The Personnel Manager or designate shall be present at all auditions in an administrative capacity and shall have the responsibility for ensuring the anonymity of all candidates who perform behind a screen.
- j) Proxy votes are permitted for all non-deliberative votes. Disputes regarding whether or not a vote is non-deliberative to be determined by mutual agreement between the NAC and the Orchestra Committee.
- k) Vote tabulations shall be made available to the Audition Committee and the Music Director.

### 3.02 Audition Procedure

- a) Notice of Vacancy: A notice of the existence of a vacancy in any section, including Librarian, must be given in writing to the Local and posted on the Orchestra notice board as soon as it is confirmed by the Centre.
- b) Vacancies
  - i) All vacancies for tenured positions with the Orchestra shall be filled by open national / international auditions unless the Audition Committee determines otherwise by a two-thirds majority in a secret ballot vote, subject to written approval by the Centre and the Local, and as outlined in 3.02 (e).
  - ii) Vacancies for term positions shall be advertised and open national / international auditions will be held, unless the Audition Committee determines otherwise by a two-thirds majority in a secret ballot vote, subject to written permission by the Centre and the Local.
  - iii) Eligible candidates may be offered another vacancy that has been advertised.
- c) The Audition Committee shall determine if any relationship exists between applicants and members of the Audition Committee. Audition Committee

members who are in a conflict of interest such that their judgment could be questioned may not sit as part of the audition process after the preliminary round of any set of auditions. In the event that quorums are not met, members shall only be replaced by mutual consent from both the Centre and the Local. It is the responsibility of the members of the Audition Committee to declare such conflicts of interest to the Audition Committee. The members of the Audition Committee must also inform the Audition Committee if one of their students or former students has been selected for any round of auditions. The provisions of this clause augment, but do not replace the Centre's Staffing Policy.

- d) Audio audition recordings may be used to pre-screen candidates, in which case the recordings may be screened individually by members of the Audition Committee.
- e) A vacancy for a titled position may be filled without audition by a tenured member of the Orchestra who is a Canadian citizen or permanent resident provided that:
  - i) only one tenured member of the Orchestra who is a Canadian citizen or permanent resident has applied in writing to the Personnel Manager;
  - ii) a favourable decision of the Audition Committee, by secret ballot following discussions, is unanimous; and
  - iii) a representative of the Local and a representative of the Centre are present for the discussion and the vote.
- f) National and International auditions shall be divided into Preliminary and Pre-Trial Rounds and a Trial Period
  - i) Preliminary Rounds 1 and 2
    - 1) A screen shall be used.
    - 2) Votes shall be cast by secret ballot. A simple majority is required to advance to the next round.
    - 3) The Music Director shall not participate.
    - 4) In the 1<sup>st</sup> Preliminary Round, discussion of candidates is not permitted. However, if a candidate fails to advance by one vote, there shall be a discussion about the candidate, and the Committee may decide to vote again on advancing the candidate. In the 2<sup>nd</sup> or subsequent Preliminary Round, discussion of candidates is permitted before votes.
    - 5) The Audition Committee may choose to bypass the 2<sup>nd</sup> or subsequent Preliminary Rounds and advance candidates directly to the Pre-Trial Round
    - 6) Votes shall be counted by the Personnel Manager (or designate) and a representative of the Local.
    - 7) Vote tabulations shall be made available to the Committee.



- ii) Pre-Trial Round
  - 1) The Music Director shall attend the Pre-Trial Round.
  - 2) There shall be no screen during the Pre-Trial Round.
  - 3) Discussion is permitted during the Pre-Trial Round.
  - 4) Following discussion, there shall be a secret-ballot vote of the Audition Committee and the Music Director, each person having one vote, to determine whether or not a candidate will advance to a Trial Period.
  - 5) If the Music Director is unavoidably absent from the Pre-Trial Round, the Audition Committee shall have the prerogative to advance candidates to a Trial Period.
- iii) Trial Period
  - 1) Candidates who have been advanced to a Trial Period shall play a minimum of one week with the Orchestra. The duration of the Trial Period shall be determined by the Musicians of the Audition Committee and under normal circumstances cannot exceed five (5) weeks. If, after consultation between the Music Director, Personnel Manager and Audition Committee, it is deemed appropriate, the duration of the Trial Period can be extended to a maximum of eight (8) weeks. A minimum of one week of the Trial Period shall be a Music Director Week.
  - 2) For section string candidates, the Centre and the Audition Committee shall jointly determine a seating arrangement which offers the best means of evaluating the candidate.
  - 3) For any Wind, Percussion or titled String vacancy, the Centre may schedule an in-orchestra excerpt round at the end of a rehearsal during a candidate's Trial Period. All musicians already scheduled for that rehearsal shall donate not more than 15 minutes for this purpose. In the event that this rehearsal is scheduled with less than 42 days notice, any Musician demonstrating a prior commitment shall be excused without penalty.
  - 4) At the determination of the Committee, chamber music may be included during any Trial Period, with the Audition Committee in attendance.
  - 5) At the conclusion of the Trial Period, the Audition Committee and the Music Director shall vote by secret ballot for the candidate(s). Committee members may vote for multiple candidates.
  - 6) Discussion is permitted prior to voting.
  - 7) All votes shall be counted by the Personnel Manager (or designate) and a representative of the Local, with vote results made known to the Committee and the Music Director.
  - 8) A Candidate must achieve a simple majority vote in order to be engaged.
  - 9) In the event that more than one candidate achieves a simple majority vote, there shall be a non-binding preference vote in which Committee Members may vote for only one candidate. The

vote results shall be made known to the Committee and the Music Director. The Music Director shall choose the winning candidate.

- g) In all votes, there shall be no abstentions. Unmarked or spoiled votes shall be subtracted from the total number of votes counted.
- h) No Musician shall be engaged as a member of the Orchestra if that Musician is unacceptable to the Music Director.
- i) A notice that a vacancy has been filled shall be posted on the Orchestra notice board as soon as it is confirmed by the Centre.
- j) Proceedings of all auditions are confidential. A candidate is only entitled to be advised whether or not he or she is a successful candidate. Members of the Audition Committee, the Personnel Manager, and any observers shall respect this confidentiality. Should candidates request feedback from the Audition Committee, the Personnel Manager shall request the information from the Committee, and will convey this information to the Candidate.
- k) Archival recordings shall not be used for hiring.

### 3.03 Probationary Period – Regular Musicians

- a) Tenure decisions shall be made by the Audition Committees outlined in 3.01 a). All Committee Members are eligible to vote regardless of participation in auditions.
- b) During the probationary period, section string players shall rotate periodically through their section(s); said rotation shall include front stand weeks.

The first two seasons a Regular Musician is with the Orchestra shall constitute a probationary period. This may be reduced to one season by the Audition Committee as defined in Clause 3.01. A musician on probation may also request an early tenure vote. A 2/3 approval of the Audition Committee is required before an early tenure vote can be held. The Audition Committee will also decide by December 31<sup>st</sup> of a Musician's second season whether or not that Musician will become a Regular Musician in the Orchestra. These decisions will be made by secret ballot vote without discussion by the Audition Committee and will be made known as soon as possible before the end of the season. A representative from the Local and the Centre 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.

- c) The Audition Committee, prior to deciding whether a musician will become a tenured Regular Musician of the Orchestra, shall schedule one meeting to which

all members of the relevant section are invited to review with the Audition Committee their comments with respect to the granting of tenure to the musician.

- d) Twice during the first year of a Musician's probation, the Audition Committee shall meet with the Personnel Manager and the Local to discuss the probationary Musician. Any tenured Musician may either attend the meeting or offer written input. The Personnel Manager will relay input to the Audition Committee. The Personnel Manager and the Music Director shall meet with the Musician and a representative from the Local to provide feedback.
- e) Notwithstanding Clause 3.03 a) no musician will be confirmed as a tenured Regular Musician of the Orchestra if this is unacceptable to the Music Director or Music Director Designate.
- f) Effective the third (3<sup>rd</sup>) season of employment, the status of a musician in the Orchestra will be that of a tenured Regular Musician, and continued engagement for each subsequent season will follow except as provided in Clause 4.03.

### 3.04 Renewal

(a) Except for those in their first season of probation, where there is a collective agreement in force with respect to the subsequent season, 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. When a Musician has not notified the Centre of the acceptance of the personal service contract by February 15, the contract offer extended to that Musician by the Centre shall be deemed to have been rejected unless, prior to February 15 the Managing Director has granted an extension to this deadline in writing. Such extension shall not be unreasonably withheld.

(b) When there is no collective agreement in force with respect to the subsequent season, all Musicians shall be given notice of conditions of renewal of their personal service contract not later than 14 calendar days following the signing of the collective agreement applicable to the subsequent season to be accepted or rejected by them not later than 45 calendar days following the signing of the collective agreement applicable to the subsequent season. When a Musician has not notified the Centre of the acceptance of the personal service contract within the time specified, the contract offer extended to that Musician by the Centre shall be deemed to have been rejected unless, prior to the expiration of the 45 day period, the Managing Director has granted an extension to this deadline in writing. Such extension shall not be unreasonably withheld.

(c) The Music Director and Managing Director must be available for consultation. Should either be absent during this entire period, the Managing Director will extend the deadline for those musicians wishing to consult with the Music Director and/or the Managing Director.

### 3.05 Section Substitute and Extra Musicians

For the engagement of section substitute and extra players, musicians will be required to audition and may be placed on a "sub-list" should they meet the artistic standard. From this list, the Music Director and Principal will establish the ranking.

Musicians will be engaged in order of rank from the sub-list. The final selection will be made by the Principal of the section and the Music Director, either of whom may exercise certain discretion on the basis of repertoire. In exceptional circumstances, extra musicians may be engaged without audition.

### 3.06 Regular Additional Musicians

a) A Regular Additional Musician will perform when his orchestral part is required by the Centre. When a change to personnel requirements occurs, two weeks' notice shall be provided. Any Regular Additional Musician who can prove that he has made another commitment based on the original schedule will be excused without penalty from the service in question.

b) A Regular Additional Musician who has completed three (3) or more consecutive seasons shall be re-engaged on an annual basis in accordance with 3.06 i). The musician shall be given notice of the conditions of renewal of their personal service contract no later than December 31, to be accepted or rejected no later than February 15.

c) The Centre shall consult with the Artistic Advisory Committee regarding the creation of any new Regular Additional Musician positions.

d) Tenure decisions shall be made by the Audition Committees outlined in 3.01 a). All Committee Members are eligible to vote regardless of participation in auditions. The first three seasons a Regular Additional Musician is with the Orchestra will constitute a probationary period. This may be reduced by the Audition Committee as defined in Clause 3.01. A musician on probation may request an early tenure vote. A 2/3 approval of the Audition Committee is required before an early tenure vote can be held. The Audition Committee will also decide by December 31<sup>st</sup> of a Musician's third season whether or not that Musician will become a Regular Additional Musician in the Orchestra. These decisions will be made by secret ballot vote without discussion by the Audition Committee and will be made known as soon as possible before the end of the season. A representative from the Local and the Centre 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.

e) The Audition Committee, prior to deciding whether a Regular Additional Musician will become a tenured member of the Orchestra, shall schedule one meeting to which all members of the relevant section are invited to review with the Audition

Committee their comments with respect to the granting of tenure to the Regular Additional Musician.

f) Twice during the first two years of a musician's probation, the Audition Committee shall meet with the Personnel Manager and the Local to discuss the probationary musician. Any tenured musician may either attend the meeting or offer written input. The Personnel Manager will relay input to the Audition Committee. The Personnel Manager and the Music Director shall meet with the musician and a representative from the Local to provide feedback.

g) Notwithstanding Clause 3.06 d) no Musician will be confirmed as a Regular Additional Musician of the Orchestra if this is unacceptable to the Music Director or Music Director Designate.

h) Effective the fourth (4<sup>th</sup>) season of employment, the status of a musician in the Orchestra will be that of a tenured Regular Additional Musician, and continued engagement for each subsequent season will follow except as provided in Clause 4.03.

i) The Centre shall engage no fewer than nine (9) Regular Additional Musicians. Starting in the 2018/2019 season, these musicians shall be engaged on a contract that is based on a minimum guarantee of weeks. The positions and minimum guarantees are enumerated as follows:

Third Horn	35 weeks
Fourth Horn	35 weeks
Principal Trombone	35 weeks
Second Trombone	35 weeks
Bass Trombone	35 weeks
Principal Tuba	30 weeks
Percussion	35 weeks
Percussion	35 weeks
Principal Harp	25 weeks

## **ARTICLE 4 – DISMISSAL FOR CAUSE AND NON-RENEWAL OF CONTRACT**

### **4.01 Dismissal for Cause**

Except as put forth in article 4.03 ("Non-Renewal of Contract"), no regular member shall be dismissed, except for just cause.

### **4.02 Peer Review Committee – Regular Musicians and Regular Additional Musicians**

1. The Orchestra Committee shall be responsible for conducting elections for a Peer Review Committee to be comprised of nine (9) tenured members of the

Orchestra. If there is a tenured Concertmaster, he shall automatically be placed on all String Review Committees. The purpose of the Peer Review Committee is to review an appeal of a notice of demotion or non-renewal when required.

2. All tenured Musicians shall stand for election, with the following exceptions:
  - a) Musicians holding management/supervisory positions;
  - b) Musicians not returning the following contract year by reason of resignation or non-renewal;
  - c) Musicians under notice of demotion or non-renewal;
  - d) Musicians whose participation would constitute a direct conflict of interest.
3. The Local shall prepare a ballot that includes the names of all eligible Musicians. The Musicians shall vote for no more than nine (9) people to serve on the Peer Review Committee. Ballots shall not be counted but shall be kept under seal by the Local until the Committee is called upon.
4. In the event that any Musician appeals a notice of his or her demotion or non-renewal, the Local shall promptly count the ballots and report the results of the balloting to the Centre. The nine (9) Musicians with the highest number of votes shall form the Committee, with the next five (5) acting as alternates.
5. Musicians whose participation would constitute a direct conflict of interest, or who have become ineligible to serve on the Committee by virtue of any of the other reasons listed in paragraph 2 above, shall voluntarily withdraw from the Peer Review Committee. A challenge regarding the impartiality of a member of the Peer Review Committee, as constituted after the vetting of the Committee in accordance with paragraph 2 above, can be made by either the Musician appealing or by the Centre. Any such challenge shall be investigated and adjudicated by a review panel of five (5) tenured Orchestra members, to include an independent voting chair. The decision of the review panel shall be binding.
6. The Orchestra Committee shall activate a new selection procedure for a Peer Review Committee immediately following the expiration of the last appeal. In the event that no appeal has taken place in the previous twelve months, a new committee will be elected at the AGM of the NACO Players Assoc. The membership of a committee will remain unchanged until the conclusion of an appeal.

#### 4.03 Non-Renewal of Contract

a) A Musician who wishes to terminate their contract at the end of the current season must give notice before the 15<sup>th</sup> of February. Thereafter the Musician may give notice with the permission of the Centre and the Music Director. In either case this notice must be given in writing and a copy sent to the Local.

b) Where the Centre has concerns regarding the quality of a Musician's artistic performance, it shall issue a written Notice of Warning before the 15<sup>th</sup> of

February, advising that a termination of the Musician's contract is being considered. The Notice of Warning must be sent by registered mail to the last known address on file of the Musician with a copy to the Local. Archival recordings shall not be used for dismissal.

c) The Notice of Warning will include an invitation to a meeting that will include the Music Director, a representative of the Local and a representative of the Centre. At the meeting, a letter outlining the specific reasons why termination is being considered, as well as required remedies will be provided. If the Musician is unavailable to attend the meeting, a copy of the letter will be forwarded to the Musician and Local. Where the Musician nevertheless wishes to have a meeting, it shall be scheduled on a date when the participants are available. It is understood that time lines will not be altered by any delay in scheduling the meeting.

d) The Musician shall have a remedial opportunity of one hundred and twenty (120) days (the "Remedial Period") from the date that the Notice of Warning is issued.

e) The Centre shall provide up to a maximum of six (6) weeks paid leave for the Musician to improve their playing if the Musician applies in writing within twenty-one (21) days of receiving the Notice of Warning. However, this paid leave shall not extend the time line outlined in Article 4.03 d).

f) During the Remedial Period, the Musician may request a meeting with the Music Director to discuss the Musician's progress in addressing their artistic deficiencies.

#### Notice of Termination

g) Within thirty (30) days following the conclusion of the Remedial Period, the Centre shall:

- (i) advise the Musician that the quality of their play has improved sufficiently to remain a member of the Orchestra; or
- (ii) Issue a Notice of Termination to take effect at the end of the season immediately following the date of issue of the Notice of Termination.

#### 4.04 Peer Review Committee - Appeal Process

a) Following the receipt of a Notice of Termination, the Musician may appeal to the Peer Review Committee within twenty-one (21) days of receipt of the Notice of Termination.

b) The role of the Peer Review Committee shall be to determine whether or not the Music Director's decision to terminate was:

- i) solely based on an evaluation of the Musician's artistic performance, and
- ii) whether or not the Musician was treated fairly in accordance with the tenets of due process.

c) The Centre will provide to the Peer Review Committee within seven (7) days of its formation a statement of the rationale for the termination and the process followed. Within seven (7) days thereafter the Musician may provide to the Committee a written statement detailing the grounds for the appeal.

d) In the event that the Peer Review Committee answers either of the questions in paragraph b) in the negative, the Notice of Termination shall be rescinded.

e) The Committee's decision shall be reached by secret ballot and shall be issued within thirty (30) days of the receipt of the Musician's appeal.

#### 4.05 Change of Music Director

During the last year of tenure of a Music Director and the first year of tenure of a new Music Director, no demotion, termination or notice of termination action of the Centre toward tenured Regular or Regular Additional Musicians of the Orchestra may be effected.

#### 4.06 Seating Position

##### a) Seating

The Music Director shall have the right to determine the seating position of every player in the Orchestra. He may consult with the relevant Principal Musician, but the final decision is his. Decisions with respect to seating are not grievable. Seating assignments shall be posted at least fourteen (14) days in advance of the first rehearsal of any program.

##### b) Promotion and Demotion

A demotion is defined as a fundamental reduction in the duties and responsibilities of a titled player, or a change in the annual seating position such that a titled player is seated behind a non-titled player.

Should a titled player receive written notice that he will be demoted, he may appeal to the Peer Review Committee described in Article 4.02.

The Peer Review Committee shall consider the musician's appeal and the rationale for the change in seating provided by the Music Director. The Committee shall



make a final and binding decision by secret ballot on whether the demotion is upheld by the end of the season in which the notice is given.

A change in seating or demotion for a titled player will not result in a reduction in the musician's weekly fee. In addition, the Centre will grant the affected titled player time off without pay should the titled player request a leave of absence to participate in auditions.

Archival recordings shall not be used for demotions.

c) **Seating of Extra Musicians**

Regular Musicians, Term Musicians and tenured Regular Additional Musicians will be given priority seating over extra musicians when required for whatever reason in a section string position, subject to the right of the Music Director in consultation with the Concertmaster and the Principal of the section or sections involved, or when the Music Director is unavailable, the Concertmaster in consultation with the Principal of the section or sections involved, to require other seating arrangements for artistic reasons. The Artistic Advisory Committee will be advised of any seating decisions.

d) No non-titled player shall be required to play in a titled position and no titled player shall be required to play a non-titled part.

#### 4.07 **Roles and Duties of Titled Players**

a) A Principal Musician is the leader of his section, and is responsible for bowings (if applicable). The Principal Musician shall perform all solos in the orchestral principal part, except when otherwise agreed by the Principal Musician and the Music Director.

b) An Assistant Principal String player will automatically move up to fill the chair of the absent Associate Principal. An Associate Principal String player will automatically move up to fill the chair of the absent Principal. However, any titled string player who has been served notice of termination, notice of demotion, or has been demoted, will be excluded from this clause.

### **ARTICLE 5 - SCHEDULING**

#### 5.01 **Seasonal Schedule**

There will be prior consultation with the Orchestra Committee and the Artistic Advisory Committee on seasonal schedules and rehearsal venues. On or before April 15<sup>th</sup> 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 Weekly Schedule

A tentative weekly rehearsal and performance schedule will be posted at least thirteen (13) weeks in advance throughout the season. In addition there shall be a memo posted outlining all changes in the season schedule beyond the posted thirteen (13) week schedule. This memo will be up-dated as changes become known.

## 5.03 Final Schedule

A final rehearsal and performance schedule will be posted forty-two (42) days in advance of each working day throughout the season.

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

b) If the week(s) following the forty-second (42) day of the schedule is a holiday week(s) the Centre shall post the date of the first service following the holiday week(s).

c) If a final rehearsal and performance schedule is posted during a scheduled week off, the forty-two (42) days advance notice does not start until the next scheduled work week.

d) In the event of a proposed change in the schedule less than forty-two (42) days in advance, the Musicians will be allowed to vote on the acceptance or rejection of the proposed change. Even if the change is accepted, any Musician who can prove that he has made another commitment based on the original schedule will be excused without penalty from the service in question.

e) If a service is cancelled less than forty-two (42) days in advance, that service will be paid to Musicians, except in the case of a Media Engagement, in which case the appropriate AFM Agreement would apply.

f) In the event that the service is cancelled less than forty-two (42) days in advance, but more than seven (7) days in advance due to circumstances beyond the reasonable control of the Centre, the service will not be applied to Regular Additional Musicians' contracts, nor will Extra Musicians be paid for that cancelled service.

g) Overtime will be paid for a change in the schedule which is given less than fourteen (14) days in advance from the service in question. Twice per season, the Centre will be permitted to make a change to the schedule with less than fourteen (14) days notice without payment of overtime and no vote will be required to approve the change.

h) In the event that a change in schedule is required because of factors beyond the reasonable control of the Centre, 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.

i) A vacation week(s) may be changed following the first day of the season with a vote of acceptance or rejection from the Orchestra. Even if the change is accepted, any Musician who can prove that he has made another commitment based on the original schedule will be excused without penalty from the service in question.

#### 5.04 Number of Services Per Day

No more than two (2) services will be scheduled in one day excluding electronic services, with the exception of Family Adventure Concerts which may be scheduled as one (1) two (2) hour rehearsal with a twenty (20) minute break and two (2) Family Adventure Concerts of sixty (60) minutes each. The break between the rehearsal and the first Family Adventure Concert shall be one and one-half (1 ½) hours, and the break between the Family Adventure concerts will be one (1) hour.

In such cases, the days immediately preceding and following a three-service Family Adventure Concert will be days off.

#### 5.05 Last Rehearsal

Whenever possible, the last rehearsal prior to a performance shall be a rehearsal for that performance. Rehearsal repertoire for a dress rehearsal for a subscription series concert will be limited to the repertoire for that concert.

#### 5.06 Day After an Evening Service

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 carrier's 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.

#### 5.07 Electronic Schedule

The Centre will maintain a website or other electronic format that provides up-to-date information regarding rehearsal scheduling, rehearsal order [non-binding],

instrumentation, string seating, concert dress and other information as appropriate. This will be considered the most up-to-date scheduling information.

## **ARTICLE 6 - SERVICES**

### **6.01 Uses of Services**

The Centre may utilize the Musicians in the following types of services:

- a) For indoor concerts in the National Capital area and on tour.
- b)
  1. For outdoor concerts in the National Capital area and on tour.
  2. The Musicians will perform outdoor concerts on the condition that:
    - i) the temperature is between 21° and 30° Celsius;
    - 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;
  3. 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;
- c)
  1. Collectively for the accompaniment of Ballet, Opera and Operetta productions and other occasions deemed appropriate by the Music Director and the Managing Director.
  2. 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.
- d)
  1. For electronic services limited to the recording of music for:

- (i) Phonograph, tape, cassette, compact disc or any new technology which may replace or be added to these categories;
  - (ii) Local Radio and TV, Pay TV broadcasts;
  - (iii) Canadian network radio and TV (except CBC). Payment to the Centre, the Centre's equity in a co-production, or payment to the Musicians, for such broadcasts, excluding any royalty or use-of-name payments to the Centre, shall be equal to or exceed the minimum musicians' fees, including pension in the applicable AFM Agreement with the CBC; and
  - (iv) Documentary film, the subject of which may include the Orchestra, the conductor, the Centre, the Musicians or guest artists and guest conductors.
2. Electronic services for the CBC shall be subject to all the conditions and fees in the applicable AFM Agreement. Fees for all such services are to be paid by the CBC to each member of the Orchestra in addition to the Musician's regular Seasonal Fee.
  3. Notwithstanding anything contained in this Agreement, electronic services may be scheduled by the Centre on days off without the payment of overtime.
  4. Where there is a national AFM agreement governing said electronic services, the terms and conditions of said agreement shall be applicable to the said service with the exception of Article 6.16.
  5. Each Musician, in addition to any services contracted for in the personal service contract, shall provide services to the Centre when requested for electronic services.
  6. The Centre must consult with the Artistic Advisory Committee and the Orchestra Committee prior to an orchestral recording schedule being posted.

Recordings will not be scheduled during vacation weeks, during the required days off after a tour, or the day after a run-out.

Musicians shall provide services for electronic services scheduled by the Centre. Except for electronic services for the CBC, in cases where a producer other than the Centre contracts the Musicians for electronic services to be provided under this

agreement, before the recording sessions, the Centre must show proof to the Local that the said producer has posted a bond guaranteeing payment of recording fees under the applicable national agreement.

7. The Centre may record all performances by the Orchestra for archival purposes. Any request by an artist (including a ballet or opera company, incorporated artists or any category of Musician as per Article 1.14) for a copy of an archival recording of their performance will be granted on condition that the AFM's "Personal Use Recording" form is completed. Any other request for a copy of an archival recording by an outside party shall be submitted to the Orchestra Committee and the Local for approval.

With the exception of broadcasts and recordings made pursuant to national agreements with the American Federation of Musicians, no performance or rehearsal shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of approval in writing from the American Federation of Musicians relating to and permitting such recording, reproduction, or transmission.

8.
  - i) The Centre will use best efforts to provide the Local with a roster of all musicians required for a recording, and the number of sessions required, at least eight (8) weeks prior to the date of the first recording session.
  - ii) The Centre will provide each musician with a written schedule for all recording sessions.
  - iii) Tenured and tenure track musicians shall be given priority for engagement for all electronic recordings.
  - iv) If the schedule for a recording changes less than two (2) weeks before the first session, any musician who can prove that he has made another commitment based on the original schedule will be excused from the session without pay.

## 6.02 Chamber Music Concerts

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 AFM agreement are paid.

### 6.03 Availability for Work

a) Every contracted Musician shall be available for every service of the Orchestra for which he is being paid, whether or not he would normally be involved in that service.

b) "Week" means a period of seven (7) consecutive days beginning 00:01 hours Monday and ending at 24:00 hours the following Sunday.

c) The normal work week will consist of a maximum of five (5) working days with two (2) days off. During an orchestral work week, any of Friday-Saturday, Saturday-Sunday or Sunday-Monday will be consecutive days off sixteen (16) times each season. Notwithstanding the foregoing, twice each season two of the consecutive days referred to above may be used for fundraising and electronic services without affecting the status of the weekend or day(s) as a weekend or day(s) off.

d) Inclusive of the above consecutive days off per season as described in article 6.03(c), twenty-four (24) times per season there will be two (2) consecutive days off. Solely for the purposes of this article and notwithstanding article 6.13, when donated services for fundraising are performed, the day on which they are performed will be deemed to be worked services such that the day will not qualify as one of the twenty-four times per season the Musician is entitled to consecutive days off.

### 6.04 Services Per Period

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) Twelve (12) times in the season, the Centre may utilize without payment of overtime

(i) a nine (9) service week (not to exceed 22.5 hours of weekly services), or

(ii) nine (9) services on consecutive days from one week to the next without a day off. There may be more than nine (9) services on consecutive days from one week to the next when the services include services for the Governor General's Performing Arts Awards or when a ballet company previously engaged by the Centre changes its dates of engagement at the Centre due to reasons beyond the Centre's control.

Except as provided for in this Agreement, for each nine (9) service week in a season, a week with seven (7) or fewer services (17.5 or fewer hours) and at least three

(3) days off, or a vacation week must be scheduled which is contiguous with the nine (9) service week with the following exceptions:

1. Two (2) times per season a nine (9) service week may be scheduled without the necessity of scheduling a week with seven (7) or fewer services (17.5 or fewer hours) or a vacation week which is contiguous with the nine (9) service week. However, when this occurs, a week with seven (7) or fewer services (17.5 or fewer hours) and at least three (3) days off, or a vacation week, shall be scheduled in the two (2) weeks immediately preceding the nine (9) service week or the two (2) weeks immediately following the nine (9) service week.
2. Four (4) times per season the seven (7) service week immediately preceding or following a nine (9) service week may have two (2) days off rather than three (3) days off.

There shall be no consecutive nine (9) service weeks.

- c) The Centre shall schedule no more than:
  - i) six (6) consecutive work days from one week to the next;
  - ii) ten (10) services in any seven (7) day period

When the Centre schedules more than nine (9) services in any seven (7) day period, there must be one (1) day off within the seven (7) days, and that day cannot be the first or the seventh day of the seven (7) day period.

Notwithstanding the above, on three (3) occasions per season, the Centre may exceed one or both of the limitations in 6.04 c) i) and ii). Each seven (7) day period that includes one or more infringements of 6.04 c) shall count as one exception.

## 6.05 Non-used Services

Services not utilized by the Centre in any one (1) week cannot be added to any other week except as allowed in Clause 6.04 b).

## 6.06 Service Limitations

- 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, operetta, opera-in-concert, oratorio or film accompaniment;

iii) three (3) hours for rehearsals or dress rehearsals on a day of any performance excluding services enumerated in clause 6.06 (a) [ii];

iv) four (4) hours for electronic services;

v) a total of six (6) hours on a day exclusive of electronic services except as provided for in Article 6.06(e). 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.

e) The Centre has the right to schedule services on the day of the Governor-General's Performing Arts Awards Show to a maximum of four (4) hours rehearsal time and three (3) hours show time without the payment of overtime provided that no more than eighteen (18) hours of services are scheduled in that week.

## 6.07 Intermissions

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

b) 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.

c) Except for dress rehearsals or performances as enumerated in 6.06 (a) [ii], and the Governor General Performing Arts Awards, no Musicians as described in 1.14 shall be required to provide services continuously for more than ninety (90) minutes without approval of the Orchestra Committee. For dress rehearsals and performances as per Article 6.06 (a) [ii], and the Governor General Performing Arts

Awards, no Musician shall be required to provide continuous services for more than 105 minutes.

#### 6.08 Starting Times of Rehearsals

a) No service shall be scheduled to begin earlier than 10:00 a.m. except in cases of rehearsals in Southam Hall 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 Southam Hall on a two (2) service day. Services for electronic distribution or recording are excluded from the application of this clause.

#### 6.09 Rehearsals

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.

#### 6.10 Calculation of Services

In the National Capital Region (only), for those weeks dedicated entirely to student concerts and related rehearsals, the Musicians shall provide a total of ten (10) services each week not to exceed a total of twenty hours of weekly services so long as these services occur between 10 a.m. and 4 p.m. for the entire week.

#### 6.11 Extra Players

a) 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.

b) Extra Players will be present for rehearsals of movements in which they are involved for any services scheduled during a week in which these movements are not performed.

The Conductor/Music Director has the authority to make exceptions and the Orchestra Committee shall be advised accordingly.

## 6.12 Sectional Rehearsals

(a) A Musician will normally provide his services under the terms of this Agreement as a member of a 50 member orchestra. When a sectional rehearsal is required within a scheduled full orchestra service the maximum service length for any Musician will not exceed two and one-half (2.5) hours and all Musicians shall be considered to have worked that service. When a sectional rehearsal is held which is not within a scheduled full orchestra service, it shall be subject to the limitations set out in Article 6.12 (b) and only those Musicians actually providing services at the sectional rehearsal shall be considered to have worked that service and Musicians not actually providing services at that sectional rehearsal may be called upon during that week to participate in another such sectional rehearsal.

(b) The following limitations are to be observed when a sectional rehearsal is held which is not within a scheduled full orchestra service:

(i) The rehearsal shall be led by any Conductor engaged by the Centre or by the Concertmaster;

(ii) The sectional rehearsal service must be scheduled according to the requirements of Articles 5.01 to 5.07, inclusive;

(iii) Musicians will be given a minimum of one (1) week notice of the repertoire;

(iv) Sectional rehearsals shall occur no more than ten (10) times per season;

(v) A sectional rehearsal shall be no longer than two (2) hours, inclusive of break;

(vi) Regular contractual breaks will occur within the playing period;  
and

(vii) No individual Musician will be required to participate in more than one (1) sectional rehearsal in any given day.

c) The Centre will provide two (2) weeks notice of a sectional rehearsal outside the scheduled programme when the repertoire is not from a concert in preparation, subject to exceptions at the late request of a conductor. Any such exception is subject to the agreement of the Artistic Advisory Committee.

d) Sectional rehearsals may be conducted by any conductor or by the Concertmaster.

## 6.13 Fundraising

The Musicians of the National Arts Centre Orchestra agree to donate the free services necessary to rehearse and perform two (2) concerts each season for the purposes of audience development, fundraising or other revenue generation. This shall include orchestra rehearsals required to prepare concerts to a maximum of four (4) rehearsals per season.

These services can be scheduled in any week of each season excluding a collective vacation week as long as the scheduling of these services does not result in any more than two (2) services per day or ten (10) services in a week, whether such services are paid or donated. In all other respects, donated services are not services for the purposes of the scheduling provisions of the collective agreement; for example a donated service provided on a Saturday of a weekend off does not change the status of the weekend as a weekend off.

The Centre will schedule two consecutive days off either immediately preceding the Gala week or immediately following the Gala performance. This condition only applies to weeks with 10 services.

The NACO fundraising efforts will form part of the overall Centre revenue-generating activities required to maintain NACO's excellence and operations and fulfill the overall mandate of the Centre.

The Centre will engage in fundraising, sponsorship, and lobbying efforts directed to the enhancement of the performing arts and securing the long-term financial viability of the Centre, and the Musicians will, within the terms of the collective agreement, support and participate in these activities.

## 6.14 Representative of the Centre

A representative of the Centre shall be on site for all orchestral services.

## 6.15 Rehearsal Schedule

Should repertoire be added to a full or sectional rehearsal that is not for a programme being performed during the week in question, two (2) weeks notice shall be required, unless otherwise approved by the Artistic Advisory Committee.

## 6.16 Electronic Media Guarantee

- a) (i) The Centre may record two (2) live recordings per season (in keeping with the terms outlined in the Symphony, Opera or Ballet Live Recording Agreement (LRA));
- (ii) In addition, up to four (4) x three (3) hour services per season may be used as patching or studio sessions, divided as the Centre requires.

b) In recognition of the above, the following annual fee will be paid within the first four (4) weeks of the season:

(i)	2016-17	\$800 + pension
(ii)	2017-18	\$800 + pension
(iii)	2018-19	\$825 + pension
(iv)	2019-20	\$850 + pension

c) All Regular Musicians, Regular Additional Musicians and Term Musicians, will be subject to this article with the exception of a musician on a full-year leave of absence for any reason. Musicians on a partial leave of absence will receive a pro-rated amount.

d) Extra Musicians will be paid at the prevailing AFM agreement rate in all cases.

## **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) i). 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) ii).

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 except once during the summer months (June 20 to August 5) and such runouts shall be followed immediately by two (2) days off.

### **7.02 Working Conditions on Tours and Runouts**

a) On tours of:

i) 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 concerts.

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.

On all tours no more than six (6) concerts will be scheduled in a week in addition to any rehearsals provided for in Articles 7.02 (g) (ii) and (iii).

b) There will be no travel on a day off except with the approval of the Musicians through the Orchestra Committee.

c) No departure on any day of a tour shall start before 9:00 a.m. 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 a.m. 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 rehearsal or matinee performance on 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 or in the case of acoustic rehearsals. These exceptions 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) There shall be no rehearsals on the day of a concert on tour excepting acoustic rehearsals (7.02 g) iii)) or, in exceptional circumstances when for artistic reasons, a rehearsal service of up to two hours may be scheduled. In any event these rehearsals could not occur more often than once on tours of seven (7) days or less, twice on tours of between seven (7) and 14 days, three times on tours of between 14 and 21 days and four times between tours of 21 and 28 days. No other rehearsal may be scheduled for that day.

Two (2) tour rehearsals cannot be scheduled in the same week without the approval of the Orchestra Committee.

iii) When the conductor considers it artistically necessary, an acoustic rehearsal of up to 30 minutes may be scheduled to begin one (1) hour before the concert start time. This will not be considered a service but will be paid at straight time. There will be no acoustic rehearsal on a

travel day of more than four (4) hours unless the Centre pays the Musicians for the acoustic rehearsal at overtime rates.

iv) For multi-media and special project performances, a technical rehearsal of one (1) hour may be scheduled for each performance. No other rehearsal may be scheduled for that day.

h) i) On tour and excluding runouts, the Musicians will arrive at least three (3) hours before an evening concert or acoustic rehearsal, to allow them time to have dinner before the concert or acoustic rehearsal. 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) There will be no travel between services on a two service day. When matinee and evening concerts are scheduled on the same day, day time hotel accommodations will be provided. When a one hour rehearsal scheduled between 4 p.m. and 5 p.m. exclusive of breaks and an evening concert are scheduled on the same day lounge facilities for the entire group of musicians will be provided by the Centre. In any other circumstance involving a rehearsal and concert on the same day, day time hotel accommodations will be provided.

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 the last of the six (6) days includes a performance in, or travel to, 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 program is repeated in the Centre immediately following a tour, compensatory time off due under this section may begin subsequent to Ottawa concerts.

v) 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.

l) The Personnel Manager or the Assistant Personnel Manager will accompany the Musicians on all tours. At least one of the Managing Director, Orchestra Manager or the Assistant Orchestra Manager will accompany the Musicians on all runouts. Any deviation from this will be subject to the approval of the Orchestra through the Orchestra Committee.

m) The maximum tour length, door to door, is 28 days and the maximum number of tour days in a season is 50 days.

n) Any contravention of Clause 7.02 (a - m inclusive) must be approved by the Orchestra through the Orchestra Committee.

o) The Centre may schedule one runout as part of a normal work week. Any runouts in excess of this count as two services each.

p) Whenever possible, encores will be announced a week in advance of a tour if they are not part of the tour repertoire.

q) The Centre shall meet with the Orchestra Committee early in the development and planning of tours for the purpose of reviewing the itineraries before they are finalized.



r) 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 a reliable agency, name and addresses of the concert halls and the approximate distances from the hotel to the concert hall.

### 7.03 Transportation

- a) i) 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) 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: Economy class accommodation will be provided in Canada and the U.S.A.. The equivalent standard will be provided in other countries, subject to agreement by the Orchestra Committee. Overnight travel will be used only when necessary because poor weather conditions, or the likelihood of poor weather conditions, make 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: ten (10) hours, including ground transportation to and from airports in Canada.
- International: 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: six (6) hours total travel time with days preceding and following having a maximum of four (4) hours total travel time.

iii) Two-service day: There shall be no travel on a two service day except as provided for in Article 7.02(i) or except when circumstances make it absolutely necessary, and with the approval of the Orchestra Committee (whose approval shall not be unreasonably withheld), in which case the travel time will be paid according to clause 7.03 g).

d) Time limits for duration of travel on runouts.

i) 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. 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 thirty-two (32) kilometers.

g) For travel in excess of the limits stated above, overtime will be paid at scale in one-half (1/2) hour segments.

h) Musicians playing cello, double bass, tympani or contrabassoon shall be reimbursed for reasonable transportation costs incurred for practice purposes to a maximum of one (1) round trip from hotel to concert hall per day upon presentation of acceptable receipts.

#### 7.04 Accommodation

The Centre shall supply at its own expense single room accommodations in a three-star equivalent or better hotel or motel.

i) At the beginning of each season each Musician shall advise the Centre 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) persons be allocated to one room.

ii) A bonus of \$40.00 per day will be paid to those who choose double rooms.

#### 7.05 Handling of Instruments on Tour

a) The Centre will consult with the Orchestra Committee with respect to the arrangements for the handling of instruments while on tour.

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, contrabassoons 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 as stated in Clause 11.01 a).

#### 7.06 Per Diem Allowances and Advance Payments

a) A meal allowance (per diem) will be paid on tours and runouts. The amount of the allowance will be equivalent to that announced by Treasury Board for that time period. At no time shall the amount of the allowance be decreased notwithstanding any decrease which might be announced by Treasury Board. Current rates may be found at <http://www.njc-cnm.gc.ca/directive/index.php?sid=98&lang=eng>.

b) i) When a tour or runout starts before 11:00 a.m., full per diem plus incidental expenses will be paid.

ii) When a tour or runout starts before 1:00 p.m., lunch and dinner allowances plus incidental expenses will be paid.

iii) When a tour or runout starts after 1:00 p.m., dinner allowance will be paid.

c) i) 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 incidental 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 diem plus incidental expenses will be paid.

d) For Canadian tours, all allowances under Clause 7.06 (a) will be paid by direct deposit at least two (2) full banking days prior to departure.

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 by direct deposit at least five (5) full banking days in advance of the tour. For tours in the United States, all allowances in this section will be considered to be stated in U.S. funds and will be paid in the equivalent Canadian funds by direct deposit.

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 in cash or cheque at least (5) full banking days in advance of the tour. For tours in the United States, U.S. funds in cash or cheque 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. Per diem for tours outside the USA and Canada shall be negotiated and mutually agreed upon not less than eighteen (18) months in advance of the tour.

#### 7.07 Medical Insurance While on Tour

On a tour outside of Canada, the Centre shall obtain, at its cost, medical insurance or similar insurance coverage for all musicians traveling on tour. The Centre's obligation in this regard shall be the payment of premiums only and shall not apply to any individual Musician who is not eligible for such insurance.

#### 7.08 Physician While on Tour

The Centre shall provide a physician of its choice to accompany the Orchestra when on a foreign tour outside North America.

#### 7.09 Reimbursement of Visa and Inoculation Costs

When a Musician, as a requirement of a tour by the Orchestra is required to obtain a visa or inoculation, the costs incurred by the Musician shall be reimbursed by the Centre.

#### 7.10 Responsibility When Leaving Tour

Any Musician who leaves the tour group or runout shall be responsible for all costs, charges and liabilities incurred as a result thereof and further, shall be responsible for indemnifying the Centre for all costs, charges and liabilities it incurs as a result of the Musician's leaving unless the Musician has obtained the consent of the Managing Director.

## **ARTICLE 8 - RATES OF PAY**

### **8.01 Minimum Weekly Fee**

a) The Minimum Weekly Fee for a Musician who provides his services for all of the 2016-2017 season shall be \$1,939 per week for each week of the 46 week season.

b) The Minimum Weekly Fee for a Musician who provides his services for all of the 2017-2018 season shall be \$1,963 per week for each week of the 46 week season.

c) The Minimum Weekly Fee for a Musician who provides his services for all of the 2018-2019 season shall be \$1,988 per week for each week of the 46 week season.

d) The Minimum Weekly Fee for a Musician who provides his services for all of the 2019-2020 season shall be \$2,018 per week for each week of the 46 week season.

e) Whenever there is an increase from one season to the next in the Minimum Weekly Fee, the weekly fee of each Musician for that season shall be increased by an amount which is at least equal to the dollar amount of the increase in the Minimum Weekly Fee from the previous season.

f) The minimum per service fee for extra musicians for the period of this Agreement shall be the Minimum Weekly Fee in effect divided by 8, except for services performed under Article 6.01(d) of this Agreement, in which case extra musicians shall be paid in accordance with the prevailing AFM Agreement covering such electronic services.

g) In the event that an extra musician is required to spend four consecutive days or more on tour, the musician shall receive compensation equal to the Minimum Weekly Fee for each week of touring, provided that each week of touring paid consists of at least four days.

Extra musicians on tour will be entitled to travel overtime, tour supplement, per diem and paid acoustic rehearsals.

8.02 Weekly Seniority Increment

A weekly seniority increment shall be paid to Regular Musicians in addition to their regular weekly fee in accordance with the following schedule.

Effective as at September 1, 2018, a weekly seniority increment shall be paid to Regular Additional Musicians, in addition to their regular weekly fee in accordance with the following schedule. For Regular Additional Musicians, years of continuous service before the 2000-2001 season shall not apply to the seniority increment.

<b>COMPLETE YEARS OF CONTINUOUS SERVICE</b>				
<b>5 to less than 10</b>	<b>10 to less than 15</b>	<b>15 to less than 20</b>	<b>20 to less than 25</b>	<b>25 or more</b>
\$25	\$50	\$75	\$100	\$125

8.03 Pay Day

Musicians will be paid the appropriate amount of the weekly fee and seniority increment every second Thursday by direct deposit for services performed.

8.04 Compulsory Deductions

Compulsory deductions shall be made at source for all musicians covered under this Collective Agreement.

8.05 Payment of Overtime

Overtime will be calculated every month and will be added to the next pay cheque.

**ARTICLE 9 - SUPPLEMENTARY FEES**

9.01 Overtime

a) Overtime will be paid at the following weekly rates and each case will be computed in half-hour segments.

- i) Service overtime: 1 1/2 times weekly contracted salary
- ii) Travel overtime: Minimum Weekly Fee

b) 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.

c) 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 Tours, flexibility will be permitted with the approval of the Orchestra through the Orchestra Committee.

d) Payment for overtime on rehearsals shall begin at the end of a normal rehearsal time referred to in Clause 6.06 but there shall be a five-minute break before the beginning of the overtime rehearsal.

e) There will be a five (5) minute break per each thirty (30) minute overtime segment (on rehearsals).

f) 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.

g) 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      General**

The Musicians shall supply and appear dressed in clothes appropriate for each occasion. Management will make the final decision as to the appropriateness of appearance. A Musician who has been notified by management that a particular part of their dress is not acceptable will have seven (7) days to make corrections at his or her own expense. Whenever possible, clothing adjustment/correction requests should never occur before or during a concert; only after the concert. At no time during performances will jeans or other such casual wear be worn unless instructed.

### **10.02      Evening Concerts - Winter**

For Evening Concerts (Winter Season):

- a) Men: Full dress suit, including tailcoats and dress pants, white shirt with long sleeves, white bow tie and vest or white or black cummerbund, black socks and plain black dress shoes.
- b) Ladies: Full-length black evening dress with three-quarter or full-length sleeves or black blouse with three-quarter or full-length sleeves and either i) long-black skirt or ii) black dress slacks, black dress shoes.

### **10.03      Pops Concerts and Summer Conditions**

For all Pops performances and performances after close of subscription series or in countries where summer conditions prevail:

- a) Men: White jackets, white shirt, black bow tie, black trousers, black socks and black shoes. New members must pay for jackets but, if they remain for the following season, will be reimbursed to a maximum of \$350 upon presentation of a receipt in the first sixty (60) days of the following season.
- b) Ladies: White blouse with three-quarter or full-length sleeves, black full-length skirt or black dress slacks, black shoes. New members must pay for blouses but, if they remain for the following season, will be reimbursed to a maximum of \$150 upon presentation of a receipt in the first sixty (60) days of the following season.

### **10.04      Afternoon Concerts**

- a) Men: Black suits, four-in-hand tie (colour at the discretion of the Centre), white shirt with long sleeves, black socks and black dress shoes.

b) Ladies: Full-length black evening dress with three-quarter or full-length sleeves or black blouse with three-quarter or full-length sleeves and either i) long black skirt or ii) black dress slacks, black dress shoes.

#### 10.05 Performances in the Orchestra Pit

All Orchestra Members: All black, including long-sleeved shirt or sweater.

#### 10.06 Special Occasions

From time to time musicians are requested to dress in keeping with the specific theme of a rehearsal or concert. Musicians are encouraged to adopt the suggested dress in recognition of the enhanced enjoyment these themed occasions provide to the audience.

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

#### 11.01 General

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 Southam Hall 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 (still photo or motion picture or video, with sound up to three minutes of which may be used for promotional purposes only) of two hours duration twice per year, without fee, at a mutually agreed time. 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 Arrival at the Centre Before Starting Time

Each Musician shall arrive at the Centre at least fifteen (15) minutes prior to the scheduled rehearsal or concert, and shall arrive on stage for the rehearsal or concert five (5) minutes before starting time. For the first rehearsal in the orchestra pit, any musician who anticipates a need for an alteration in his or her pit set-up shall arrive in the orchestra pit fifteen (15) minutes before the starting time; otherwise, setup problems shall be dealt with at the first break. In case of repeated lateness and after proper warning, appropriate sanctions will be taken by the Centre after discussion with the Personnel Manager.

### **ARTICLE 12 - FRINGE BENEFITS**

The Centre guarantees the following benefits to the Musicians:

#### 12.01 Vacations and Holidays

a) Five (5) holiday weeks with pay to be given to the Regular Musicians and Term Musicians ("collective vacation") in each season.

b) The guaranteed collective vacation will include two (2) weeks, defined as a period of fourteen (14) consecutive days off, over the Christmas period, which days shall include December 24<sup>th</sup> to 27<sup>th</sup>, both inclusive. The Centre shall use its best efforts, subject to programming, financial, and artistic requirements, not to schedule services during the spring break and the Easter week. A season shall not begin with a week of vacation.

c) The Centre can program up to twelve (12) contiguous weeks. From time to time, the Centre may consult and seek agreement with the Orchestra Committee for additional contiguous weeks.

## 12.02 Relief Services

During the paid non-vacation weeks of each season of this agreement, each Musician shall receive 8 services, to be known as “relief services”, for each of which he will be paid his full weekly contracted fee divided by eight (8), but not be required to perform. These services shall be scheduled within the following strictures:

- a) Each relief service for a Musician shall be scheduled by the NAC and may be scheduled for all Musicians simultaneously or for selected Musicians individually.
- b) The Musician shall be provided with 4 weeks advance notice of his relief services.
- c) In cases of emergency or any unforeseen event, the relief services may be changed after consultation and agreement of the Musician with less than 4 weeks advance notice.
- d) Whenever practicable spouses in the orchestra shall receive the same relief services.
- e) The NAC shall consider any specific request of a Musician to schedule his relief services. In instances where the NAC grants the Musician's request for relief, and the Musician is excused from all the services scheduled in a week, those services will be considered the Musician's total entitlement.

## 12.03 Days When No Services To Be Scheduled and Religious Holidays

a) No services shall be scheduled on Good Friday, Easter Sunday, Christmas Eve Day, or Christmas day. Members of religious minorities shall have the right to absent themselves from providing services on their religious holidays without loss of pay for a maximum of three service days per season. The Centre shall have the right to replace any such absent Musician. Musicians who are members of religious minorities shall advise the Centre thirty (30) days before the end of the previous season of their religious beliefs and the religious holidays on which they shall not be performing services. The Centre reserves its right to direct that a Musician not provide any particular service(s), although, in such case, the Musician shall receive pay for any such service he is directed not to perform.

b) If services are scheduled on New Year's Day, those services must include a performance. No service will be scheduled on New Year's Day earlier than 11 a.m. and when a service is scheduled for New Year's Day no services will be scheduled on one of December 31<sup>st</sup> or January 2<sup>nd</sup>.

c) If services are scheduled on December 31<sup>st</sup> after 6 p.m., then no services will be scheduled on January 1<sup>st</sup>.

d) The Centre will use its best efforts not to schedule services on statutory holidays not mentioned in 12.03 (a).

#### 12.04 Pension Plan

The Centre will contribute annually 10% of the Minimum Weekly Fee and seniority multiplied by forty-six (46) which is paid to each Musician (or a pro-rated amount for those Musicians who are paid for less than a full season) to the Musicians' Pension Fund of 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.

For the purposes of this Article, Musician shall include Regular Musicians, Term Musicians, Regular Additional Musicians and Extra Musicians.

#### 12.05 Parking

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. Parking shall be subject to ongoing discussion and trial.

#### 12.06 Severance Pay

a) Musicians engaged by the Orchestra on or after September 1, 2012 will only be eligible for severance payments as per paragraph c).

b) Musicians engaged before September 1, 2012 will continue to accrue severance credits until August 31, 2013 at which point severance credits for all musicians will stop accruing.

c) A tenured member of the Orchestra who has been contracted for five (5) full seasons or more and whose contract is not renewed pursuant to the provisions of Article 4.03 (g) (ii) shall receive severance pay in an amount equal to the amount obtained by multiplying the Minimum Weekly Fee by the number of completed full continuous seasons the Musician has been contracted with the Centre up to a maximum of thirty (30) seasons less any interim severance payment received by the Musician as per 12.06 g).

d) A tenured member of the Orchestra who has been contracted for five (5) full seasons or more, who voluntarily resigns for medical reasons, or who voluntarily resigns from the Orchestra and is fifty-five (55) years of age or over shall receive severance pay in an amount equal to the amount obtained by multiplying the Minimum Weekly Fee by the number of completed full continuous seasons the Musician has been

contracted with the Centre prior to August 31, 2013, up to a maximum of thirty (30) seasons, less any interim severance payment(s) received by the Musician as per 12.06 g).

e) A tenured member of the Orchestra who has been contracted for five (5) full seasons or more and who is under fifty-five (55) years of age and voluntarily resigns from the Orchestra shall be paid an amount of \$200.00 for every season prior to August 31, 2013 up to a maximum of thirty (30) seasons less any interim severance payment received by the Musician as per 12.06 g).

f) Severance pay as provided in this Article will be calculated as provided for in Article 12.06 paragraphs c, d and e, but excludes any period of time for which the Musician has previously received severance pay from the Centre.

g) Interim Severance Payment

i. Musicians with five (5) or more full seasons on or after August 31, 2013, will have the option of requesting an interim severance payment.

ii. For Musicians who have reached the age of fifty-five (55), they may request a payment equal to one half (1/2) of the Minimum Weekly Fee effective at the time the request is made, multiplied by the number of completed seasons prior to August 31, 2013 (to a maximum of thirty (30)).

iii. Musicians who have not yet reached the age of fifty-five (55) on or after August 31, 2013, may request a payment equal to two-hundred dollars (\$200) multiplied by the number of completed seasons prior to August 31, 2013 (to a maximum of thirty (30)). Musicians who request such a payment and continue to be engaged by the Orchestra will be eligible for another severance payment when they reach the age of fifty-five (55). That subsequent payment will be equal to one half (1/2) of the Minimum Weekly Fee effective at the time the request is made multiplied by the number of completed seasons prior to August 31, 2013 (to a maximum of thirty (30)) less any interim severance payment made previously.

## 12.07 Insurance - Personal and Instrument

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 arrange life insurance for each Regular Musician and Term Musician under a similar plan to that which applies to all salaried employees of the Centre.

b) Extended Health Care and Vision Insurance

The Centre will provide extended health care and vision insurance for each Regular Musician, Regular Additional Musicians and Term Musician.

c) Instrument Insurance

For the purposes of this provision, Musician shall include Regular Musicians, Term Musicians, and Regular Additional Musicians.

i) The Centre will provide and pay the premiums for full-time year-round insurance on the Musicians' instruments used by the Musician in performing his duties under this Agreement during the life of the Musicians' personal contracts. The Centre will pay the deductible for any claim accepted by the insurer with respect to an instrument used by the Musician in performing his duties under this Agreement.

ii) Musicians shall exercise reasonable care in packing their instruments for transportation. Claims made under the certificate for loss or damage resulting from inadequate packing or improper preparation for shipment may be denied.

d) The Centre agrees to allow Regular Musicians, Term Musicians, and Regular Additional Musicians 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. New members of the Orchestra will be required to enrol in the Dental plan.

e) Each Regular Musician and Term Musician shall contribute fifteen percent (15%) of the premium of a long-term disability insurance plan that has:

i) an elimination period equal to the later of thirteen (13) weeks or the expiration of sick leave credits to a maximum of twelve (12) months.

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 seventy (70%) of personal weekly earnings up to a maximum of \$10,000 per month.

- f) The Centre will pay the Regular Musician's Pension Fund of Canada contribution during the first two (2) years he receives Long Term Disability benefits.

#### 12.08 Death While on Tour

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 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.) Where the Musician wishes to be returned to a city other than Ottawa for this purpose, the Centre shall reimburse him for his travel expenses incurred in the travel to that city and his return to the tour (if required by the Centre) an amount not exceeding the costs that the Centre would have incurred had the Musician travelled to Ottawa.

#### 12.09 Birth While on Tour

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 12.04 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 12.07(d) provided that the Musicians pay their full share of those benefits which are co-insured (i.e. Dental).

#### 12.11 Term Musicians

A Term Musician who becomes a Regular Musician shall be credited for seniority and sick leave purposes with all full seasons worked as a Term Musician upon the attainment of tenure.

#### 12.12 Hearing Protection

The Centre shall provide custom-fitted earplugs for each Regular Musician, Regular Additional Musician, and Term Musician who commits to usage. Each musician is entitled to one (1) pair only for the duration of their engagement with the Orchestra.



12.13                    Backstage Wi-Fi

The Centre shall provide Wi-Fi access backstage in Southam Hall.

**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 Regular Musicians and Term Musicians for each four (4) week period in the contract period. Sick leave will accumulate without restriction except as provided in Article 13.04(n) on a yearly basis, and will include time accrued from previous contracts. Sick leave does not accumulate during leaves of absence without pay in excess of thirty (30) consecutive days.

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 calendar year of sick leave may be taken consecutively.

b)        The Centre will provide two and one half (2 1/2) services' sick leave to Regular Additional Musicians for every four (4) working weeks. Effective as at September 1, 2018, sick leave will accumulate without restriction except as provided in Article 13.04 (n) on a yearly basis. Sick leave does not accumulate during leaves of absence without pay in excess of thirty (30) consecutive days.

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

c)        For every sickness leave longer than three (3) consecutive working days, a doctor's certificate may be required.

d)        For each day of authorized sick leave the Musician will receive his negotiated salary.

13.02            Short-Term Leaves With Pay

a)        For the purposes 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) The leave shall be for a maximum of seven (7) days immediately following a death in the immediate family. Leave with pay following a death will be provided should the leave be required during a normal working day or days (as per paragraph c) above);

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) Regular Musicians may be granted four (4) non-cumulative, paid services per season or three (3) non-cumulative, paid days per season, whichever is less. Possible reasons for this type of leave include: family illness or responsibilities, medical appointments, bereavement (not already covered) or any other major event (bar/bat mitzvah, weddings, christening, auditions or professional development).

i) A Musician is expected to make every reasonable effort to schedule any medical or dental appointments for himself or a dependant family member outside normal services or to overcome the obstacles interfering with the Musician's ability to provide services in order to minimize or preclude his absence.

ii) The Centre reserves the right to refuse personal paid leave if its designate judges the leave to be substantially outside the general intent of this provision.

iii) In all cases, a Musician must notify the Personnel Manager as far in advance as possible, so that the Personnel Manager may make necessary arrangements.

h) Requests for other short-term leaves for emergencies of a personal nature will be considered by the Managing Director and/or 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. The form shall be sent to the Personnel Manager and Orchestra Manager who will consult with the Music Director. The Managing Director or Orchestra Manager shall respond to the request within fifteen (15) days. When there is no increase in the cost to the Centre of a replacement for the Musician, the application shall be evaluated solely on the basis of

the artistic requirements of the Orchestra. Where there is an increase in the cost to the Centre, this as well as artistic requirements of the Orchestra will be evaluated in considering the application. Requests shall not be unreasonably nor discriminatorily denied.

#### 13.04 Long-Term Leave of Absence Without Pay

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

- a)
  - i) Individual Leave: A Musician desiring a leave of absence will submit a request in writing to management not later than December 31<sup>st</sup> of each year for the following season. Late requests may be considered. A leave request during the current season made ninety (90) days prior to the leave may be granted by the Centre, however, the Centre shall have the right to deny the request based upon financial or artistic considerations.
  - ii) Joint Leave: Two non-titled players from the same string section may apply for joint leave for one (1) full season, provided that application is made by December 31<sup>st</sup> of the preceding season and the application includes the proposed schedule of rotation. The resulting term vacancy will be filled by audition.
- b) The request will be considered by a committee consisting of the Music Director (or Music Director Elect), the Concertmaster, 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 Music Director or 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 15<sup>th</sup> 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 Musicians' Pension Fund of Canada contribution during the leave of absence.
- m) The Centre will pay 50% of the Musician's life and disability insurance plans. The Musician will pay the other 50%. These plans will be continued during the leave of absence.
- n) Sick leave does not accumulate during leaves of absence without pay in excess of thirty (30) consecutive days.

### 13.05 Maternity Leave

Regular members of the Orchestra who are pregnant shall qualify for maternity leave comprised of:

- (i) a paid leave of absence from the season of sixteen (16) consecutive weeks; should a paid vacation week, relief week or unpaid time between seasons, take place within the sixteen weeks of maternity leave, the leave will be extended accordingly; and, if requested by the Musician,
- (ii) an unpaid leave of absence immediately following the paid leave of absence for a period ending no later than one calendar year from the date of commencement of the paid maternity leave.

Maternity leave and benefits shall commence either up to eight (8) weeks before the expected date of birth or the week of birth.

The Musician shall provide the Centre in writing with one (1) month's notice of the intended starting date and intended return date of the 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.

During the period of maternity leave, the Musician's seniority shall continue to accrue and the Centre shall continue payment of its contribution to the Musician's benefits as outlined in Article 13.04 (l) and (m). The right to maternity leave is not to be coupled with the right contained in Clause 13.04.

### 13.06 Paternity Leave

Regular members of the Orchestra shall qualify for a paid leave of absence of six (6) weeks upon the birth of the Musician's child.

### 13.07 Adoption Leave

Regular members of the Orchestra who adopt a child, other than the child of his spouse or common-law spouse, shall qualify for a paid leave of absence of twelve (12) weeks. If both parents are members of the Orchestra, the musicians shall share the twelve (12) weeks.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

### 14.01 Right to a Representative

Any Musician called to a meeting with a representative of the Centre shall have the right to be accompanied by a union representative of the Local.

### 14.02 Grievance Definition

A grievance is defined as any difference between the Local and the Centre concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable. Notwithstanding the foregoing, a matter of artistic judgement or discretion shall not be made the subject matter of a grievance and it is not arbitrable.

### 14.03 Discussion With Personnel Manager

If a Musician has a grievance or a dispute with the Centre he must first discuss the matter with the Personnel Manager within five (5) working days of the matter giving rise to the dispute coming to the attention of the Musician.

### 14.04 Step 1

The Musician shall state in writing the grievance including particulars of the Articles of this Agreement alleged to have been violated together with the redress sought and shall submit same to the Orchestra Manager within fifteen (15) working days after his discussion with the Personnel Manager. The Orchestra Manager shall respond within fifteen (15) working days.

### 14.05 Step 2

In the event that the grievance is not settled to the satisfaction of the Musician at Step 1, the Musician shall refer the grievance in writing to the Managing Director within

fifteen (15) working days after receiving the response at Step 1 or after the time has expired for the response, whichever is earlier. The Managing Director shall respond within fifteen (15) working days.

#### 14.06 Referral to Arbitration

In the event that the grievance is not settled to the satisfaction of the Local, then the grievance may be referred to arbitration by notifying the Manager, Human Resources of the Centre in writing within fifteen (15) days after receiving the response at Step 2. Should either party fail to act within the time limits set forth herein, the grievance shall either be deemed granted or withdrawn as the case may be.

#### 14.07 Extension of Time Limits

The time limits referred to herein may be extended by the written consent of the Musician and the Centre.

#### 14.08 Arbitration Procedure

Grievances shall be heard by a single arbitrator. The parties shall have 30 days within which to agree to the appointment of an arbitrator. After 30 days and failing an agreement, either party may apply to the Minister of Labour for the appointment of a single arbitrator to hear the grievance. Each party shall bear its own expenses and the fees and expenses of the arbitrator shall be shared equally by the parties.

#### 14.09 Limits on Authority of Arbitrator

The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement.

#### 14.10 Right to Representation

At any stage of the grievance and arbitration process, each party shall have the right to have the assistance of a representative of their choice.

#### 14.11 Local or Centre Grievance

The Local or the Centre may lodge a grievance in writing with the other party and such grievance shall commence at Step 2 with filing of the grievance with the Managing Director or Local President and the remaining clauses of the grievance procedure shall apply mutatis mutandis to such grievance.

## ARTICLE 15 - DURATION OF AGREEMENT

### 15.01 Duration

This Agreement shall be in force for the period: September 1, 2016 to August 31, 2020. Re-negotiation of the Agreement shall begin no later than September 2019.

### 15.02 Cancellation


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 23<sup>rd</sup> DAY OF March 2017.


NATIONAL ARTS CENTRE CORPORATION


THE MUSICIANS' ASSOCIATION OF  
OTTAWA-GATINEAU


  
Peter A. Herndorf  
President and Chief Executive Officer


  
Francine Schutzman  
President


  
Christopher Deacon  
Managing Director, NAC Orchestra

  
Robin Moir  
Secretary-Treasurer

  
Debbie Collins  
Director, Human Resources

  
Daniel Senyk  
Chief Financial Officer

  
Marc Stevens  
General Manager, NAC Orchestra

  
Nelson McDougall  
Orchestra Manager, NAC Orchestra

**Memorandum of Agreement  
BETWEEN  
NATIONAL ARTS CENTRE CORPORATION  
AND  
THE MUSICIANS' ASSOCIATION OF OTTAWA-GATINEAU - LOCAL 180**

**Artistic Consultation**

When there is not an appointed Music Director, the Artistic Advisory Committee of the Orchestra shall have a joint consultative role with the Centre's Music Department in decisions affecting the artistic character of the Orchestra, its seasons or its activities in general.


In those cases where the Artistic Advisory Committee of the Orchestra and the Centre's Music Department are unable to resolve a difference of opinion with respect to artistic matters, advice and consultation will be sought from a Committee of three (3) prominent persons mutually agreed upon by both parties, at least two (2) of whom will make a recommendation for resolution.


**Search Committee for a Permanent Music Director**


The Search Committee for a permanent Music Director shall include the Chairman of the Artistic Advisory Committee of the Orchestra and one prominent person from outside the Centre to be mutually agreed upon by the Centre and the Orchestra.

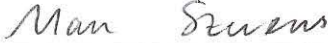
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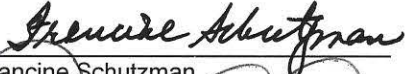
  
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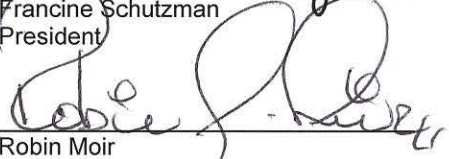
  
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**Digital Outreach Initiatives – Part “A”**

In return for the right to use a recording for the purpose of digital outreach initiatives in perpetuity, the Centre shall pay each musician who performs in the affected concert a fee of 13% of one (1) service at a minimum scale.

All recordings of performances captured prior to September 1, 2008, shall be made available for use in digital outreach initiatives for a one time payment of \$200 per concert to NACOPA. There shall be no fee for usage of Canadian compositions.

There shall be a digital media committee made up of three (3) Musicians elected by the Orchestra which shall advise the Centre on artistic and strategic issues relating to the digital outreach initiatives. Nothing in this agreement obliges the Centre to use any concert for digital outreach initiatives.

The parties agree that, in the event that a national agreement governing the digital outreach initiatives outlined in the attachment is negotiated between the management representatives of Canadian orchestras and the AFM, the terms of said national agreement shall supersede the provisions of this agreement that deal with digital outreach initiatives.

**Digital Outreach Initiatives – Part “B”**

The parties acknowledge that Digital outreach initiatives are essential in building audiences, in permitting Canadians from coast to coast to have access to the music of Canada's National Arts Centre Orchestra and in fulfilling our educational mandate in schools throughout the nation. The National Arts Centre and its musicians are committed to the following initiatives.

1. NACOradio

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NACOradio is the working title for a project which aims to make available on-demand streaming audio of NAC Orchestra performances soon after the programmes are performed and recorded live at the NAC.

Streaming audio, in the case of the NACOradio (and NACO Audio Archive project), is audio that is delivered to the end-user over the Internet via a streaming media server. No files are transferred to the end user, rather, streaming audio can be likened to a radio programme carried over the airwaves, only in the case of streaming audio, the audio programme is carried over the Internet. This distinguishes streaming technology from file transfer technologies, like podcasts and iTunes music purchases.

NACOradio will be a first-of-its-kind project, re-establishing the NAC Orchestra as leaders in the use of technology to engage audiences and promote orchestral music across Canada and around the world. NACOradio will allow visitors to the NAC website to launch a specially built NACOradio player and choose from a number of selected recordings from recent NAC Orchestra concerts.

- \* Recordings will be offered as streaming audio only (not as downloads)
- \* Recordings will be made available on-demand
- \* Recordings will be made available free of charge
- \* Recordings will be made by in-house staff with a purpose-built recording infrastructure
- \* Recordings will be selected by a committee made up of NAC Orchestra members and NAC staff
- \* Recordings will be made available in the days immediately following the performance
- \* Recordings will remain in the NACOradio player for the entirety of the programming season after which they will be transferred to the NACO Audio Archive project on ArtsAlive.ca

2. NACO Audio Archive : ArtsAlive.ca

-----

The NACO Audio Archive (working title) project aims to identify, catalogue, restore, digitize and make available to Canadians selected recordings from more than 30 years of archival recordings through on-demand streaming audio technology.

As an integral part of ArtsAlive.ca, the NACO Audio Archive will provide the following cultural benefits to Canadians:

- Access to never-before heard recordings of live performances by the NAC Orchestra and top Canadian and international soloists
- Access to never-before heard recordings of live performances by Canadian composers such as R. Murray Schafer, Harry Somers, Alexina Louie, Linda Bouchard, Denys Bouliane and Gary Kulesha.
- Access to never-before heard recordings of NAC orchestra soloists who are largely unknown to the general population of Canadians but who have worldwide reputations in their artistic field
- The development of a deeper understanding of orchestral music through accompanying online courseware
- Protection of Canadian heritage through the preservation of fragile analogue archival recordings

- \* Recordings will be offered as streaming audio only (not as downloads)
- \* Recordings will be made available on-demand
- \* Recordings will be made available free of charge
- \* Recordings will be made restored and digitized by NAC Staff and Contractors
- \* Recordings will be selected by a committee made up of NAC Orchestra members and NAC staff

### 3. Youth and Family Programming Webcasts

-----

It is the aim of the NAC to make available to Canadians webcasts of all four (4) the Family Adventures with the NAC Orchestra and selected NAC Orchestra Student Matinées performances via streaming audio/video.

- \* Webcasts will be made available from the Music module of ArtsAlive.ca as well as various locations on the NAC website
- \* Webcasts will be made available free of charge
- \* Concerts will be presented in their entirety whenever possible
- \* Webcasts will be streamed on-demand
- \* Webcasts will be made available in the days immediately following the performance
- \* Webcast audio will be recorded by in-house staff with a purpose-built recording infrastructure
- \* Webcast video will be recorded by video production contractors

### 4. NAC Orchestra Podcasts

-----

National Arts Centre Orchestra podcasts currently include the NACOCast with Christopher Millard, La BaladOCNA, and Explore the Symphony/ L'Univers symphonique, hosted by Marjolaine Fournier and Jean-Jacques van Vlasselaer. Podcast series have also been created in the past for NAC Orchestra tours. Each series aims to inform, engage and entertain the NAC Orchestra audience at large. Each NACOCast episode is currently downloaded an average of 8,000 times per episode.

A podcast is a series of digital media (audio and/or video) files which are distributed over the Internet for playback on portable media players (MP3 players) and computers. The term podcast can refer to either a series of episodes as well as the individual episodes within a series.

Podcasts, in order to be portable, are downloaded to the end-user. This distinguishes podcasts from "streaming" media; where no files ultimately reside with the end-user.

Though podcasters' web sites may offer direct "point-and-click" downloads of their content, a podcast is distinguished from other digital media formats by its ability to be syndicated, subscribed to, and downloaded automatically when new content is added to a series, using an aggregator or feed reader capable of reading feed formats such as RSS.

Currently the NAC has an understanding with the NAC Orchestra Committee that up to four (4) minutes of any selection of music from the NACO Orchestra audio archive may be used without payment in NAC Orchestra podcasts for the purposes of illustration and enhancement.

\* NAC Orchestra musicians grant the NAC the use of up to four (4) minutes of any selection of music from the NAC Orchestra audio archive for use in NAC podcasts for the purposes of illustration and enhancement.

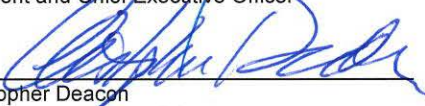
#### 5. Music Downloads for NAC Orchestra Teacher's Kits


In support of the NAC's strategic priority on education, the NAC has developed a series of Teacher Resource Kits to help generalist teachers (who often lack music training) to teach curriculum-mandated content in music. These have been distributed, free of charge, to every elementary school in Canada and close to 900,000 copies have been downloaded from the Internet. Each kit includes a complimentary CD recording of the NAC Orchestra playing the music of the featured composer.

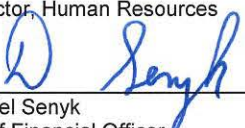
- \* The NAC will make available to teachers downloads of select NAC Orchestra recordings to accompany NAC Orchestra Teacher resource kits
- \* The music tracks will be made available as high quality MP3 Files
- \* The music tracks will be made available as downloads
- \* The music tracks will be made available free to qualifying teachers
- \* The music tracks will be made available from a password protected website


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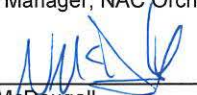
  
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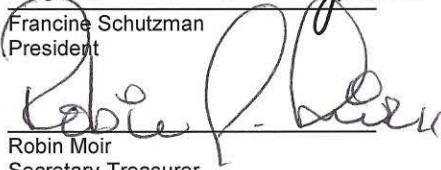
  
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**Audience Development**

The Musicians and the Centre agree to the following set of principles or beliefs that guide our collaboration to jointly develop a larger, more committed audience for classical music, orchestral music, and Canada's National Arts Centre Orchestra:

- a) Live performance of classical or orchestral music, at its best, is a two-way interactive experience in which the audience actively participates;
- b) Audience members require knowledge and insight to fully appreciate the performance and repertoire;
- c) Audience members and potential audience members are experiencing increasing levels of competition for their time – compared to the past, they generally have less recreational time and many more choices available;
- d) The long-term vitality of classical music as an art form and a lively going concern requires a large and renewing population of engaged listeners;
- e) Audience members feel more committed and engaged when they experience their activities with the NAC Orchestra as being part of a relationship they have with the Orchestra as a whole, the NAC as an institution, individual Musicians and NAC staff members, guest artists, and conductors;
- f) The path to the highest level of engagement (being a long-term subscriber, donor, volunteer, and frequent participant in learning activities) tends to be directional, starting with a single positive experience or a series of disconnected positive experiences, which lead to seeking out these experiences, which evolves into an ongoing interest that is nurtured over time to ever-increasing levels of engagement;

Therefore, the Musicians and the Centre agree to collaborate to influence the following four broad categories of the audience's experience:

- Knowledge and learning factors
- Relationship
- Entertainment quotient
- Service/customer care factors.

For example, **the following are ways in which Musicians may contribute to these goals**

- Creating and attending social events (receptions, parties, luncheons) with audience members or potential audience members;
- Engaging in public speaking (greetings from the stage, pod casts, post concert talk-backs);
- Participating in education/learning opportunities whether for children or adults, in a school, performance, or other environment;
- Being sensitive to the visual appearance of the Orchestra on stage before and during performance, when acknowledging applause, orchestra dress, and other visual components of the audience's experience;


The Orchestra Committee may liaise with the Centre and the Musicians to maximize involvement of the Musicians in the audience development process.


### Work Environment

Musicians and the Centre agree to contribute to a respectful work environment.

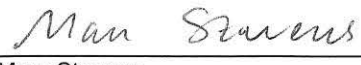
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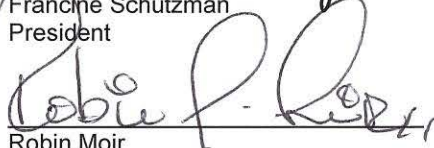
  
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**Supplementary Engagements Requested by Departments of the NAC**

Musicians may agree to participate in various activities on a voluntary basis which may involve musical performance on behalf of and as representatives of the Orchestra under the following conditions:

- a) The Centre shall endeavour to distribute outside engagements on an equitable basis.
- b) An AFM contract shall be issued for each engagement.
- c) Fees for service, AFM-EPW pension contributions and work dues deductions may be processed through NACO payroll.
- d) Consideration will be given to the fact that pre-existing groups have special experience and presentations that are already developed.
- e) The Centre will canvass Musicians annually for interest in chamber music, new music, and educational opportunities.

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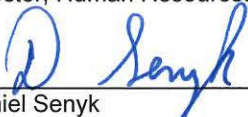
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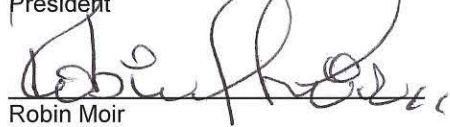


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**Parking**


The Local and the Centre agree that it is important that our musicians enter and exit the Centre for evening performances in a manner that is safe and convenient. The following measures have been agreed to by the parties:

1. Twenty-seven parking spaces will be reserved for evening performances of the Orchestra around lane 9/Canal entrance area of the parking garage until thirty minutes prior to the performance.
2. In order to ensure the musicians' safe passage from Lane 9 to stage door the sidewalk leading from lane nine towards the canal will be widened.


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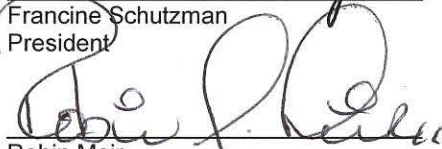
  
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**Dress Committee**

The parties agree to convene a Dress Committee, the purpose of which is to review and determine if the current dress codes, as specified within the collective agreement, remain current with today's fashion standards for orchestral performances and to recommend change where deemed appropriate. The Committee will submit a report and recommendation to the Centre and the Orchestra Committee.


The Committee will give consideration to the following –


- Evening Concerts – Winter, Pops Concert, Summer Conditions, Afternoon Concerts, Performances in the Orchestra Pit, and Special Occasions;
- Cost;
- Functionality and longevity of clothing style;
- Availability in the market place;
- Survey of current trends in the orchestra world.

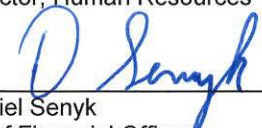
Committee membership will be jointly agreed by the Centre and Orchestra Committee.


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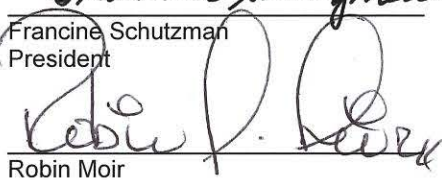
  
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**Guidelines for Split Orchestra**

The Centre and the NAC Orchestra musicians have long shared a commitment to education and community engagement and wish to enhance its program offerings for education, community engagement and profile-raising for the Orchestra.

It is agreed that one week per season, the orchestra can be split into two (2) groups of twelve (12) or more musicians subject to the following -


**Split Orchestra Services**

1. The orchestra can be split into two (2) groups of twelve (12) or more musicians for different performances and the rehearsals for those performances.
2. All Split Orchestra services will be NAC ventures or joint NAC ventures, subject to the terms and conditions of the Agreement.
3. The usual service and scheduling limitations outlined in the agreement (e.g. 6.04, 6.06) will apply for split orchestra services to each musician.
4. When the orchestra is split, players shall be credited only for the services for which they are scheduled.
5. The NAC shall consult as appropriate will the OC, AAC and the musicians involved in a split orchestra activity to determine whether a conductor is needed.

Signed this 23<sup>rd</sup> day of March 2017 in the City of Ottawa.

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**Guidelines for Community Engagement**

The Centre and the NAC Orchestra musicians have long shared a commitment to education and community engagement and wish to enhance its program offerings for education, community engagement, and profile-raising for the Orchestra.

It is agreed that each season of this contract, the following number of donated community engagement services shall be offered by each tenured and tenure-track member of the orchestra:


Year 1	Three (3) services
Year 2	Three (3) services
Year 3	Two (2) services
Year 4	Two (2) services


Community Engagement Services are subject to the following provisions:


1. The Centre shall consult all musicians of the Orchestra during the fall of each season to try to determine the interests of each musician with respect to community engagement. The goal of the Centre is to match each musician to programs that engage that musician's interest, knowledge and expertise.
2. Eligible services shall include, but shall not be limited to, performances, workshops, demonstrations, leading a masterclass, leading a rehearsal, coaching, and speaking/giving a lecture.
3. The Centre shall use best efforts to engage musicians equitably. Participation in such services shall be by mutual agreement. Musicians shall not unreasonably withhold their agreement to participate. Any dispute about agreement to these services will be resolved by the Community Engagement Panel.
4. The Community Engagement Panel, consisting of the Education Committee, the Orchestra Committee chair, the Director of Education and Community Engagement, the Orchestra Manager, and the General Manager, shall meet at least once each season to review experience, outcomes and feedback from musicians, staff and clients with a view to further improvement.

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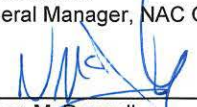
  
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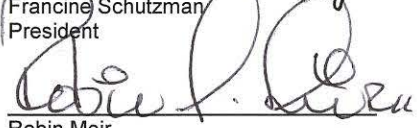
  
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