

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

2004-2005

2005-2006

2006-2007

2007-2008

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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 _____, 2005.

BETWEEN

NATIONALARTS 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 MUSICIANSASSOCIATION 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 - RELAT

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 A.F. of M. 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 "A.F. of M."), and their engagement or re-engagement will be contingent on their remaining in good standing in the membership of the A.F. of M.

1.03 A.F. of M. Laws and Regulations

The Local has supplied the Centre with copies of the By-laws of the A.F. of M. 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 A.F. of M. 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.

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 representation 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: Engaged on an annual contract for less than a full season.

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.

2.03 Chamber Music Committee

There shall be a Chamber Music Committee the duties of which shall be to advise the Music Department in the planning of the Orchestra Musicians' Chamber Music Series.

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 co-operation 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.

ARTICLE 3 - RENEWAL OF CONTRACT AND ENGAGING MUSICIANS

3.01 Vacancies and Auditions

Make-up of Audition Committee

- a) Auditions shall be heard by an Audition Committee. The Audition Committee shall vary according to the description below and, in every reference 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 below shall be a tenured Musician of the Orchestra. A Music Director Designate or Music Director Elect shall have full rights and authority of Music Director on the Audition Committee.

The Audition Committee shall be comprised of Voting Members and Advisory Members as outlined below. Each Voting Member of the Audition Committee shall have one (1) vote. Advisory Members shall provide advice to the Audition Committee but shall not have a vote.

- i) For a vacancy for String Principal– Voting Members: the Music Director, the Concertmaster, the remaining String Principals, the Associate Principal from the section affected (if applicable) and the Assistant Principal from the section affected (unless he or she is auditioning for the vacancy in which case an Assistant Principal from another string section will be selected jointly by the Orchestra Committee and the Centre taking into consideration the advice of the Audition Committee), and one Woodwind Principal selected jointly by the Orchestra Committee and the Centre. Advisory Members: Two members of the section affected, selected in rotation jointly by the Orchestra Committee and the Centre.
- ii) For a vacancy for Associate Concertmaster, Associate Principal Viola, or Associate Principal Cello– Voting Members: the Music Director, the Concertmaster, the remaining String Principals, the Assistant Principal from the section affected (unless he or she is auditioning for the vacancy in which case an Assistant Principal from another string section will be selected jointly by the Orchestra Committee and the Centre taking into consideration the advice of the Audition Committee), and one Woodwind Principal selected jointly by the Orchestra Committee and the Centre. Advisory

- Members: Two members of the section affected, selected in rotation jointly by the Orchestra Committee and the Centre.
- iii) For a vacancy for Assistant Principal String – Voting Members: the Music Director, the Concertmaster, the remaining String Principals, the Associate Principal from the section affected (if applicable), and one Woodwind Principal selected jointly by the Orchestra Committee and the Centre. Advisory Members: two members of the section affected, selected in rotation jointly by the Orchestra Committee and the Centre.
 - iv) For a vacancy for a Section String Player – Voting Members: the Music Director, the Concertmaster, the remaining String Principals, the Associate Principal from the section affected (if applicable), the Assistant Principal from the section affected (or the Assistant Concertmaster in the case of a First Violin vacancy). Advisory Members: two members of the section affected, (or in the case of Section Double Bass, one additional member of the Section) selected in rotation jointly by the Orchestra Committee and the Centre.
 - v) For a vacancy of Principal Flute, Principal Oboe, Principal Clarinet, or Principal Bassoon – Voting Members: the Music Director, the Concertmaster, the remaining Woodwind and Brass Principals, one section player from the section affected, and one String Principal in addition to the Concertmaster selected jointly by the Orchestra Committee and the Centre taking into consideration advice received from the woodwind players on the Audition Committee.
 - vi) For a vacancy for Principal Trumpet, Principal Horn – Voting Members: the Music Director, the Concertmaster, the remaining Woodwind and Brass Principals, the Principal Timpani and Percussion, and the Associate Principal Horn and /or the second of the section.
 - vii) For a vacancy for Associate Principal Horn – Voting Members: the Music Director, the Concertmaster, the remaining Woodwind and Brass Principals, the Principal Timpani and Percussion, and the second horn.
 - viii) For a vacancy for non-Principal woodwind or brass positions – Voting Members: the Music Director, the Principal Woodwinds and

Principal Brass, the Associate Principal of the section (if applicable) and/ or one section woodwind or brass player selected in rotation jointly by the Orchestra Committee and the Centre.

- ix) For a vacancy for Principal Timpani and Percussion – Voting Members: the Music Director, the Concertmaster, and a selection of seven (7) other Principals of the Orchestra to be determined by the Principals of the Orchestra.
- b) For a vacancy for Concertmaster – Advisory Members: all Principals of the Orchestra, the Assistant Concertmaster, the Associate Principal Concertmaster, the Associate Principal Viola, the Associate Principal Cello, the Assistant Principal Strings, and three section violins elected by the members of both violin sections. The final decision will be made solely by the Music Director.
- c) Excluded from the Audition Committee are:
 - i) any Musician who will be replaced as a result of the audition;
 - ii) non-tenure Musicians;
 - iii) any Musician who has received a notice of non-renewal or dismissal; or
 - iv) any Musician who is a candidate for the vacancy.
- d) The Audition Committee can invite a departing Principal who will be replaced as a result of the audition or a non-tenured Musician of the Orchestra to participate on the Committee as an Advisory Member. The participation of a non-tenured Musician as an Advisory 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 as a Voting Member or an Advisory Member shall be present for all auditions, unless previously excused by the Managing Director, and shall receive two percent (2%) of the Minimum Seasonal Fee divided by the number of weeks in the season for each hour attending auditions.

- g) The Audition Committee may invite other Musicians to be present to observe the audition. The Audition Committee reserves the right to have discussions exclusive of invited Musicians. Invited Musicians shall not be compensated by the Centre.
- 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. These 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.

Audition Procedure

- j) 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.
- k) All vacancies for permanent 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.

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 approval by the Centre and the Local.

- l) Before auditions begin, 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 initial round of any set of auditions. It is the responsibility of 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 other members 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.

- m) Internal auditions shall be held to fill a vacancy if a Musician (regular member of the Orchestra) who is a Canadian citizen or landed immigrant applies in writing to the Personnel Manager with a copy to the Local not later than seven (7) days after the notice of internal auditions has been posted and a copy provided to the Local. Internal auditions shall take place not less than thirty (30) days after notice of internal auditions has been posted and provided to the Local.
- n) Any Musician who is a Canadian citizen or landed immigrant and who has temporarily filled a vacancy for two (2) complete seasons may audition for a vacancy for the same position on a permanent basis through the internal audition process described in article 3.01 (m) above.
- o) National Auditions shall be held if no application from a Musician has been received by the above deadline, or if the vacancy is not filled by this procedure, except in the case of exceptions outlined in article 3.01 (q) below.
- p) Audio audition tapes may be used to pre-screen candidates, in which case the tapes may be screened individually by members of the Audition Committee.
- q) A vacancy for a titled position may be filled without audition by a tenured member of the Orchestra who is a Canadian citizen or a landed immigrant provided that:
 - i) only one tenured member of the Orchestra who is a Canadian citizen or landed immigrant 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.
- r) Whenever possible, the finalist(s) for a position will play with the Orchestra as part of their audition, with opinions solicited from section players involved.
- s) No musician shall be engaged as a member of the Orchestra if that musician is unacceptable to the Music Director.

- t) 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.

Voting

In the following circumstances, all decisions of the Audition Committee will be made by secret ballot vote:

- i) During auditions, with the exception of preliminary rounds;
- ii) For decisions on the granting or renewal of contracts.

Ballots shall be counted by an official of the Local and the Personnel Manager.

3.02 Probationary Period

a) The first two seasons a Musician is with the Orchestra will constitute a probationary period. This may be reduced to one season by the full Audition Committee as defined in Clause 3.01. The Audition Committee will also decide by December 31st of a Musician's second season whether or not that Musician will become a regular member of the Orchestra. These decisions will be made by secret ballot and will be made known as soon as possible before the end of the season. Whenever possible, a representative from the Local will supervise all ballots. If during the probationary period disengagement is desired by either party, this disengagement may be effected by notice in writing from either party to the other by February 15 of the first season or by December 31 of the second season without any reason being given.

b) The Audition Committee, prior to deciding whether a Musician will become a regular 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 Musician.

c) During the first year of probation, each Musician shall be provided with a verbal assessment of his performance by the Music Director. A representative of the Local and a representative of the Centre shall be invited to attend the meeting with the Musician and the Music Director.

d) Notwithstanding Clause 3.02 (a) no Musician will be confirmed as a regular member of the Orchestra if this is unacceptable to the Music Director or Music Director elect.

e) The third (3rd) season of employment, the status of a Musician in the Orchestra will be that of a regular member, and continued engagement for each subsequent season will follow except as provided in Clause 4.02.

3.03 Renewal

(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.

3.04 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.

3.05 Regular Additional Musicians

a) A Regular Additional Musician will perform when his orchestral part is required by the Centre.

b) A Regular Additional Musician who has completed five (5) or more consecutive seasons shall be re-engaged on an annual basis in accordance with the current practice. 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.

In the event that the Centre does not renew the Regular Additional Musician's contract by December 31, the musician may grieve the decision pursuant to Article 14. Should the matter be referred to arbitration, the arbitrator shall only be empowered to determine whether the non-renewal was in violation of due process or in bad faith.

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

4.01 Dismissal for Cause

Except as put forth in article 4.02 ("on-Renewal of Contract"), no regular member shall be dismissed, except for just cause.

4.02 Non-Renewal of Contract

a) Regular members wishing to terminate their contracts at the end of the current season must give notice before the 15th of February. Thereafter they may give notice with the permission of the Centre and the Music Director. In either case this notice must be given in writing and a copy sent to the office of the Local.

b) If the Centre is desirous of termination of a member with tenure, this termination can only be effected by giving notice to the Musician in writing in the last fifteen (15) days of the season, termination to be effective at the end of the following season. A copy of the notice must be sent to the Local.

c) The termination notice (Clause 4.02 b)) must be preceded by a written notice of warning issued by the Music Director to any player giving the reason why the termination of his or her services is being considered. A copy of the notice or warning

must be sent to the office of the Local. This notice must occur and be received by the Musician by December 31 of the current season.

Written notice will be accompanied by a meeting with the Music Director, the Musician, a representative of the Musician, and a representative of the Centre. At the meeting, specific reasons why termination is being considered, as well as required remedies, will be discussed.

d) Following receipt of a written notice of warning, the Musician may request a meeting with the Music Director, which will be held between January and May 31 of the current season.

4.03 Committee for Termination

a) Following receipt of a notice of termination, the Musician may request, by September 15 of the same year, that a Committee be formed whose function it would be to try to ensure fair play (if such were not believed to be the case). This Committee would consist of the following: the Concertmaster, a member appointed by the Musician and three (3) members elected by the Orchestra. The Committee shall be present at interviews between the Music Director and the Musician upon request of the Musician.

b) The Committee shall make the final decision by secret ballot on whether or not the termination is upheld or the member is reinstated by November 15 of the same year.

4.04 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 termination or notice of termination action of the Centre toward regular members of the Orchestra may be effected without ratification of a Committee for Termination (4.03 above).

4.05 Seating Position

a) Annual Seating

The Music Director shall have the right to determine the seating position of every player in the Orchestra. He may consult with the Audition Committee, but the final decision is his. Decisions with respect to seating are not grievable. Orchestra members shall be given written notice of seating positions by June 1st, to be effective at the start of the following season. A copy of the notice will be given to the Local.

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 Promotion and Demotion Committee. The Committee shall be comprised of the Concertmaster, one String Principal, one Wind Principal, and two other orchestra members, all of whom, except for the Concertmaster, shall be elected periodically by the members of the orchestra.

The Promotion and Demotion 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.

c) Seating of Extra Musicians

Regular and term 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.

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.

4.06 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) The Associate and/or Assistant Principal may be required to fulfill the role of the Principal Musician in the Principal's absence.

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 15th** 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 eight (8) weeks in advance throughout the season. If the week(s) following the eighth week of the schedule is a holiday week(s) the Centre shall post the date of the first service following the holiday week(s).

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

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

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

b) Overtime will be paid for a change in the schedule which is given less than four (4) weeks from the beginning of the week in question. However, overtime will not be paid if the change in schedule is required because of factors beyond the reasonable control of the Centre.

When these conditions apply, no Orchestra approval will be required and there shall be no obligation to pay the Musicians overtime, but any Musician who can prove that he has made another commitment based on the original schedule will be excused from the service without penalty.

5.04 Changes to the Schedule

a) A scheduled extra service which is cancelled less than six (6) weeks in advance will be paid except in the case of a media engagement, in which case the appropriate A.F. of M. Agreement will apply.

b) Clause 5.04 a) does not apply where a scheduled extra service is cancelled less than six (6) weeks but greater than four (4) weeks in advance because of factors which were beyond the reasonable control of the Centre.

5.05 Number of Services Per Day

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

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

5.06 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.

5.07 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.

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 A.F. of M. 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 A. F. of M. 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 A.F. of M. agreement governing said electronic services, the terms and conditions of said agreement shall be applicable to the said service.

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 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 A.F. of M. 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, Saturday and Sunday will be consecutive days off in twelve (12) weeks of each season and any of Friday-Saturday, Saturday-Sunday or Sunday-Monday will be consecutive days off an additional four (4) times each season. Notwithstanding the foregoing, twice each season two of the consecutive weekend days referred to above may be used for fund-raising and electronic services without affecting the status of the weekend or day(s) as a weekend or day(s) off.

d) Inclusive of the twelve (12) weekends 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 fund-raising 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 or oratorio;
 - iii) three (3) hours for rehearsals or dress rehearsals on a day of any performance;
 - 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 two and one-half (2 ½) 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) Members of the orchestra will not be required to rehearse or, except for Opera and Operetta, perform continuously for more than ninety (90) minutes, without the approval of the Orchestra through the Orchestra Committee.

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

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.

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 Fund-raising/Audience Development

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, fund-raising 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 fund-raising efforts will form part of the overall Centre revenue-generating activities required to maintain NACO's excellence and operations and fulfil the overall mandate of the Centre.

The Centre will engage in fund-raising, 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.

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.

i) 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 twice on tours of 28 days or less, and three times on tours longer than 28 days.

Should there be two (2) tour rehearsals on a tour of 28 days or less, each week in which a tour rehearsal is scheduled shall be limited to one (1) acoustic rehearsal.

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. This will not be considered a service but will be paid at straight time. There shall be a maximum of three acoustic rehearsals in a single week. 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.

- 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;

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)

- four (4) calendar days after a tour of twenty-one (21) to twenty-seven (27) days;

more.

- five (5) calendar days after a tour of twenty-eight (28) days or

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) At least either the Managing Director or the Orchestra 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 the Ontario Motor League or some other reliable agency), name and addresses of the concert halls and the approximate distances from the hotel to the concert hall.

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: Private coach accommodation will be provided whenever available in Canada and the U.S.A., first class in other countries. Overnight travel will be used in North America only when necessary because poor weather conditions, or the likelihood of poor weather conditions, makes other types of transportation inadvisable. Sleeping accommodations will be provided when overnight travel is necessary. This situation will be discussed with the Orchestra Committee on each occasion.
- iii) Airplane: Aircraft to be used shall be limited to pressurized aircraft of the type normally used in scheduled commercial passenger flights by major airlines.
- c) Time limits for duration of travel on tours.
- i) Non-Service day:
- Air: 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: five (5) hours total travel time with days immediately 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 twenty (20) miles.
- 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 first class hotels and motels.

- 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 \$10.00 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 Salary 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.

The Treasury Board rates for the 2004-2005 season are as follows:

Breakfast	\$12.00
Lunch	\$11.60
Dinner	\$32.20
Incidental	\$17.30
TOTAL	\$73.10

b) i) When a tour or runout starts before 11:00 a.m., full per diem plus out-of-pocket expenses and supplementary tour wages will be paid.

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

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

- c)
 - 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 out-of-pocket expenses will be paid.
 - iii) When the Musicians arrive back at the stage door of the National Arts Centre after 5:00 p.m., full per diem plus out-of-pocket expenses and supplementary tour wages will be paid.
- d) For Canadian tours, all allowances under Clause 7.06 (a) will be paid in cash or cheque at least two (2) full banking days prior to departure.
- e) When a pay-day would normally fall during a tour, cheques will be issued and dated two (2) full banking days in advance of Canadian tours and five (5) full banking days in advance of foreign tours.
- f) With the exception of tours in the United States, for foreign tours, all allowances under Clause 7.06 a) will be paid in Canadian funds 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.
- g) For each tour day for which full per diem is applicable, each Musician shall receive a \$20.00 supplement to his wage. For each day that there is a run-out from Ottawa, the supplementary allowance will be paid.

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 2004-2005 season shall be \$1,590 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 2005-2006 season shall be \$1,630 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 2006-2007 season shall be \$1,671 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 2007-2008 season shall be \$1,717.40 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

Season	COMPLETE YEARS OF CONTINUOUS SERVICE				
	5 to less than 10	10 to less than 15	15 to less than 20	20 to less than 25	25 or more
2004-2005	\$20.50	\$41	\$61.50	\$82	\$102.50
2005-2006	\$21.01	\$42.03	\$63.04	\$84.05	\$105.06
2006-2007	\$21.54	\$43.08	\$64.62	\$86.15	\$107.69
2007-2008	\$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. Clothing purchased by the Centre remains the property of the Centre.

10.02 Evening Concerts -Winter

For Evening Concerts (Winter Season):

a) Men: Full dress suits, white tie and vest, black socks and plain black leather shoes.

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

10.03 Summer Conditions

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

a) Men: White jackets, black trousers, black socks and black shoes. New members must pay for jackets but, if they remain for the following season, will be reimbursed full price.

b) Ladies: White blouse with three-quarter or full-length sleeves, black full-length skirt, black shoes. New members must pay for blouses but, if they remain for the following season, will be reimbursed full price.

10.04 Afternoon Concerts

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

b) Ladies: On Stage

Full-length black evening dress with three-quarter or full-length sleeves or long black skirt and black blouse with three-quarter or full-length sleeves, black shoes.

c) Ladies: Off Stage

Short black dress and black shoes.

10.05 Winter Season Pops Concerts

a) Men: Black suit or tuxedo, black bow-tie, dress shirt, black socks and shoes.

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

10.06 Performances in the Orchestra Pit

a) Men: Black suit or tuxedo, black bow-tie, dress shirt, black socks and shoes.

b) Ladies: Short black dress and black shoes or black slacks and black blouse with three-quarter or full-length sleeves, black shoes.

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

11.01 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 one hour duration once 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 Musicians shall arrive at the Centre at least fifteen (15) minutes prior to the scheduled rehearsal or concert, and on stage for the rehearsal or concert five (5) minutes before starting time. In case of repeated lateness and after proper warning, appropriate sanctions will be taken by the Managing Director 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 24th to 27th, 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.

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 NAG 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 31st or January 2nd.

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

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

For the 2004-2005, 2005-2006, and 2006-2007 seasons, the Centre will contribute annually 9.0% of the Minimum Weekly Fee 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 A.F. of M. and EPW Fund (Canada). This amount will be forwarded in monthly installments to the Fund Office, which in turn will process the records as shown in the Trust Agreement of the Pension Plan.

For the 2007-2008 season, the pension contribution will increase to 9.5%, and pension will be calculated on the Minimum Weekly Fee and seniority for all Regular Musicians.

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) 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 4.01(b), 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 up to a maximum of thirty (30) seasons.

b) A tenured member of the Orchestra who has been contracted for five (5) full seasons or more and who is under fifty-five years of age and voluntarily resigns from the Orchestra shall be paid an amount of \$200.00 per season up to a maximum of thirty (30) seasons.

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

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 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 fifty percent (50%) of the premium of a short-term disability insurance plan that has:

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

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

- iii) a coverage of seventy percent (70%) of personal weekly earnings up to a maximum of \$1,100 per week.
- f) 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 of fifty-two (52) weeks:
 - ii) a duration which will be to the earlier of the Musician reaching age sixty-five (65) or ceasing to be "disabled";
 - iii) a coverage of seventy (70%) of personal weekly earnings up to a maximum of \$10,000 per month.
- g) The Centre will pay the Regular Musician's A.F.M. and EPW 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.

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.

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 eight (8) services' sick leave to Regular Additional Musicians each season on a non-cumulative basis.

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) Leave with pay following a death in the immediate family shall be for a maximum of seven (7) days immediately following the death;
 - e) Leave with pay on the day of the wedding of the Musician;
 - f) Leave with pay upon the birth of the Musician's child for a period of one (1) day or the period of labour and delivery, whichever is longer;
 - g) 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).
 - 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 Orchestra Manager as far in advance as possible, so that the Orchestra 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 (or Concertmaster in case of a principal player). The form shall be sent to the Managing Director and/or 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) A Musician desiring a leave of absence will submit a request in writing to management not later than December 31st 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.

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 15th of each season for the following year, except in circumstances beyond the control of the Centre.
- g) Except in special cases, there will be no more than two (2) leaves of absence in the Orchestra at any one time.
- h) The leave will not be granted if it creates an artistic problem for the Orchestra.
- i) The request will not be denied without reason.
- j) A denial will not affect the Musician's right to request a leave of absence in the future.
- k) A leave of absence will not exceed a period of one (1) season.
- l) The Centre will pay the Musician's instrument insurance and the A.F. of M. and EPW 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:

- (j) a paid leave of absence from the season of fourteen (14) weeks; 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 shall commence at a time selected by the Musician, provided that the Musician provides the Centre in writing with one (1) month's notice of the intended starting date 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;

b) The Musician commences maternity leave *no* earlier than six (6) weeks prior to the estimated date of delivery, unless the Centre otherwise consents.

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 five (5) 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 a Musician 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 Musician, 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 or after the time has expired for the response, whichever is earlier. A grievance which has not been referred to the next step in the grievance procedure or to arbitration within the time provided shall be deemed to have been withdrawn.

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 20, 2004 to the end of the 2007-2008 season. Re-negotiation of the Agreement shall begin no later than September 2007.

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.

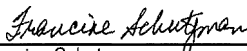
SIGNED IN OTTAWA THIS 19th DAY OF APRIL 2005.

NATIONAL ARTS CENTRE CORPORATION

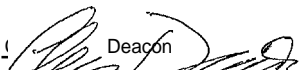
THE MUSICIANS ASSOCIATION OF
OTTAWA-GATINEAU



Peter A. Herrndorf
President and Chief Executive Officer



Francine Schutzman
President



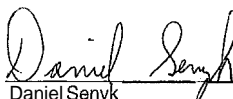
Deacon
Managing Director, NAC Orchestra



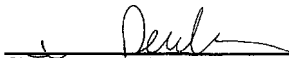
Michael Hamer
Secretary



Debbie Collins
Director, Human Resources



Daniel Senyk
Chief Financial Officer



Christopher Dearlove
Orchestra Manager

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.

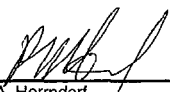
In those cases where the Artistic Advisory Committee of the Orchestra and the Centre's Music Department are unable to resolve a difference of opinion with respect to artistic matters, advice and consultation will be sought from a Committee of three (3) prominent persons mutually agreed upon by both parties,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

Search Committee for a Permanent Music Director

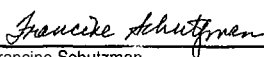
The Search Committee for a permanent Music Director shall include the Chairman of the Artistic Advisory Committee of the Orchestra and one prominent person from outside the Centre to be mutually agreed upon by the Centre and the Orchestra.

NATIONAL ARTS CENTRE CORPORATION

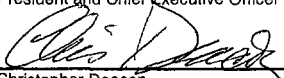
THE MUSICIANS ASSOCIATION OF
OTTAWA-GATINEAU



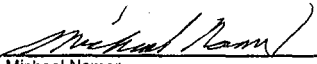
Peter A. Hermdorf
President and Chief Executive Officer



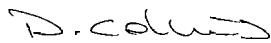
Francine Schutzman
President



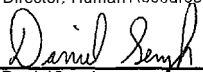
Christopher Deacon
Managing Director, NAC Orchestra




Michael Namer
Secretary



Debbie Collins
Director, Human Resources



Daniel Seryk
Chief Financial Officer



Christopher Dearlove
Orchestra Manager

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