



**COLLECTIVE AGREEMENT**

BETWEEN

**THE MUSICIANS GUILD OF QUEBEC**, a lawfully constituted professional union, with its head office at 2001 Union Street, Suite 800, Montreal, Quebec, H3A 2S9

hereinafter "**THE GUILD**"

**AND**

**THE ORCHESTRE SYMPHONIQUE DE MONTRÉAL**, a lawfully constituted legal person, with its head office at 260 de Maisonneuve Blvd. West, Montreal, Quebec, H2X 1Y9

hereinafter "**THE OSM**"

**1998-2002**

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## ARTICLE 1 – OBJECT OF THE AGREEMENT

- 1.01 This collective agreement has been concluded under the **Act Respecting the Professional Status of Stage, Recording and Film Artists** (R.S.Q. chap. S-32.1), pursuant to the recognition granted to the Guild by the Commission for the Recognition of Artists' Associations in its decision of November 25, 1991, for the representation of:

“All artists practising the art of instrumental music in all areas of artistic production, including any person who sings while accompanying himself on a musical instrument as the instrumental part of his performance, on the territory of Quebec, excluding the entire field of copyright.”

- 1.02 The object of this collective agreement is to regulate the pay and other working conditions which relate to the musical services covered by it. It extends to all musical services rendered by any person engaged by the OSM as a musician or music librarian. It governs relations between musicians and the OSM and between the Guild and the OSM.

## ARTICLE 2 – RULES OF INTERPRETATION

- 2.01 The annexes and letters of agreement form an integral part of the collective agreement.
- When this agreement refers to another agreement between the AFM or the Guild and one or more producers, that other agreement, as it stands at the moment a situation arises to which it is applicable, is deemed to form an integral part of the collective agreement.
- 2.02 The collective agreement is subject to the laws of Quebec, according to which it is interpreted. The nullity of one of its provisions does not bring about the nullity of the agreement.

## ARTICLE 3 – DEFINITIONS

- 3.01 **AFM:** the American Federation of Musicians.
- 3.02 **Seniority:** for a tenured or probationary musician, the total duration of his continuous engagement in either status by the OSM, since the first day he was engaged. As necessary, seniority is calculated in years, months and days.
- 3.03 **Contract Year:** The period from September 1 of one calendar year to August 31 of the next calendar year.
- 3.04 **Basic Fee:** The minimum weekly pay stipulated in paragraph 21.01 of this collective agreement.
- 3.05 **Regular Fee:** The basic fee or, where applicable, the higher pay stipulated in a musician's individual contract.
- 3.06 **Outside Chair:** a chair in a given string section, occupied by a musician in the section, which is situated closer to the front of the stage than the neighboring chair in the same section.
- 3.07 **Inside Chair:** a chair in a given string section, occupied by a musician in the section, which is situated further from the front of the stage than the neighboring chair in the same section.
- 3.08 **Titled Chair:** one of the chairs listed in Annex 1 of this agreement.
- 3.09 **Audition Committee:** any audition committee provided for and formed under article 10 of this agreement.

<b>Chair</b>	<b>Designated Tenured Musicians</b>
section strings	all musicians in the section
titled strings	all titled strings and other musicians having participated in the audition
winds, harp, percussion	all musicians in the section and those who participated in the audition

- 3.11 **Review Committee:** a committee made up in the same manner as a tenure committee and, where possible, consisting of the same persons who participated in the audition of the musician in question.
- 3.12 **Musicians' Committee:** The orchestra committee formed according to the constitution and by-laws of the Orchestre symphonique de Montréal Musicians' Association.
- 3.13 **Educational Concert:** a narrated concert which is given for an educational purpose.
- 3.14 **Tour Move:** a move by musicians between two places where they are successively accommodated during a tour.
- 3.15 **Last Chair:** a chair in a given section, occupied by a string section musician in the last position.
- 3.16 **immediate Family:** father, mother, child, brother, sister, spouse or common-law spouse, father and mother of the spouse or common-law spouse, child of the spouse or common-law spouse, brother or sister of the spouse or common-law spouse.
- 3.17 **Musical Illustration:** an excerpt from a composition not exceeding sixteen (16) measures' duration, which is played solely to illustrate the qualities of an instrument during an educational concert.
- 3.18 **Principal Place of Work:** Place des Arts in Montreal.
- 3.19 **Disciplinary Measure:** a written warning or a written reprimand, or a suspension or dismissal, including non-renewal, for non-musical reasons.
- 3.20 **Probationary Musician:** A newly engaged musician who has not completed the probation period provided for in article 11.
- 3.21 **Tenured Musician:** a musician who has completed the probation period and obtained tenure.
- 3.22 **Titular Musician:** a musician who holds a titled chair.
- 3.23 **Extra Musician:** a musician who is neither tenured nor probationary and who is engaged from time to time.
- 3.24 **Summer Season:** the period from June 1 to August 31 in a calendar year.
- 3.25 **Winter Season:** the period from September 1 of one calendar year to May 31 of the next calendar year.
- 3.26 **Week on Tour:** any work week in which the orchestra must spend three (3) or more nights or render four (4) or more services outside Montreal. If the work week in which the tour begins and the one in which the tour ends involve services in Montreal and services on tour, and neither of those work

weeks satisfies the definition of a week on tour, then the services or nights on tour during those weeks are added up, and if the result of this addition of services or nights corresponds to a week on tour, then paragraph 25.18 applies.

- 3.27 **Week of Vacation:** a period of seven consecutive days in which the OSM cannot require any activities from the musician; this period is joined to at least two (2) regular days off, so that the musician may be absent during a period of at least nine (9) consecutive calendar days. However, a week of vacation taken during a television, radio or matinee week, or taken during the first or last week of a season, or taken during the summer season, will begin on the first day of the work week. The same is true of a week in which all the musicians are on vacation.  
A musician's vacation weeks must contain an average of eight (8) services.
- 3.28 **Out-of-town Service:** any service rendered outside Montreal which requires the orchestra to be absent for at least one (1) night and which is not part of a week on tour.
- 3.29 **Run-out:** any service rendered outside Montreal which requires the musician's presence for more than six (6) hours between the moment of departure from the principal place of work and the moment of return to the same place in a single day.
- 3.39 **Run-out on Tour:** any service rendered while on tour at a location that is more than one (1) hour's travel from the musician's place of accommodation.

#### ARTICLE 4 – RECOGNITION

- 4.01 The OSM recognizes the Guild as the sole negotiating agent and the sole representative for all musicians and music librarians whose services are retained by the OSM.
- 4.02 The parties undertake to act in good faith in a non-arbitrary and equitable manner, and to cooperate actively to find quick and satisfactory solutions to problems that arise. In addition, the parties, their members, employees and representatives, must govern themselves at all times with courtesy and professionalism.
- 4.03 No threat, constraint or discrimination will be practised by the OSM, the Guild or their representatives or employees, against a musician because of race, religious beliefs or their absence, sex, language, pregnancy, national or ethnic descent, social condition or origin, political opinions, disability, sexual orientation or the exercise of any right recognized by this agreement.
- 4.04 Every musician whose services are retained by the OSM at the signature date of this agreement must be a member in good standing of the Guild and the AFM, and maintain that membership for the duration of the agreement as a condition to maintaining his engagement. The same requirement applies to any musician engaged after the signature of the agreement. Every individual contract must stipulate this working condition.
- 4.05 The rules, regulations and by-laws of the AFM and the rules, regulations and by-laws of the Guild, insofar as they do not conflict with those of the AFM, form an integral part of this agreement. In case of incompatibility between their provisions and those of this agreement, the latter prevail.

## **ARTICLE 5 – FIELD OF APPLICATION – INDIVIDUAL CONTRACT**

- 5.01 This collective agreement binds the OSM, the Guild and all the musicians and music librarians whose services are retained by the OSM.
- 5.02 A separate agreement or individual contract between a musician or music librarian and the OSM cannot contain any provision that is contrary to this agreement.
- However, the individual contract of a musician or music librarian can provide for working conditions superior to those provided for in the collective agreement. A subsequent request by the OSM, during contract renewal, to reduce or eliminate a superior working condition already granted by an individual contract, is treated the same as a non-renewal and can be the object of a grievance.
- 5.03
- a) During the three (3) months following the signature date of this agreement, a musician can ask the OSM for changes to his individual contract regarding his fee and other working conditions. If the OSM refuses the musician's request, or if the musician refuses the OSM's offer, his individual contract remains unchanged. The musician can, however, resign on August 31, 1999, by giving the OSM written notice to that effect.
  - b) Before December 31 of the last contract year in a musician's individual contract, the musician can furnish the OSM with his proposal, in writing, for changes to his individual contract for the contract year beginning the following September 1. The OSM must respond to the musician within fifteen (15) days of receiving the proposal for changes. Within fifteen (15) days of receiving the OSM's response, the musician must notify the OSM in writing whether he accepts the terms offered in its response. Failing such notice or acceptance, those terms will apply.

## **ARTICLE 6 – ORCHESTRA ADMINISTRATION AND MANAGEMENT**

- 6.01 The musician complies with the OSM's regulations insofar as they are fair and do not contradict the provisions of this collective agreement.
- 6.02 The orchestra conductor is responsible for the execution of concerts and rehearsals, and has authority to settle any question connected to that responsibility. Each musician must, to the best of his ability, follow any direction relating to music, department or order, which is not incompatible with the provisions of this collective agreement.
- 6.03 The OSM has the exclusive right to administer the orchestra in every respect, in conformity with the provisions of this collective agreement.
- 6.04 Artistic aims, programming and all related questions are decided upon by the artistic director in conformity with the provisions of this collective agreement,
- 6.05 The musicians tune their instruments to the note A at a frequency of 442 cycles per second. The OSM provides the first chair of the oboe section with an electronic tuner.

## **ARTICLE 7 – DUES**

- 7.01 The OSM withholds from the regular fee of each musician the amount indicated by the Guild as work dues. Every month, the OSM remits to the Guild the amounts thus withheld during the previous month, with a statement indicating the amount received from each musician.
- 7.02 Upon request by the treasurer of the Orchestre symphonique de Montréal Members' Association, the OSM withholds the annual dues of the association from the regular fee of each musician and diligently remits the sums withheld to the Association treasurer.
- 7.03 Every musician must, as a condition of engagement, give the OSM written authorization to withhold the dues provided for in paragraphs 7.01 and 7.02.

## **ARTICLE 8 – UNION ACTIVITIES**

- 8.01 The Musicians' Committee acts as the Guild's union representative in dealings with the OSM. To this end, the Committee is represented by its chairman and, from time to time, by any other member designated by the Committee.
- 8.02 The OSM pays the Orchestre symphonique de Montréal Musicians' Association a sum equivalent to ten percent (10%) of the basic fee for the union representation services undertaken by the Musicians' Committee.

## **ARTICLE 9 – MUSICIANS' COMMITTEE**

- 9.01 The Musicians' Committee fulfills the various functions provided for in this collective agreement.  
When it acts as the Guild's union representative in dealings with the OSM, it informs the Guild promptly of its representations.
- 9.02 The Orchestre symphonique de Montréal Musicians' Association supplies the OSM with a copy of its constitution and operative by-laws, as well as any modification to them that may subsequently be made.
- 9.03 The OSM transmits to the Musicians' Committee a copy of any written communication sent to the AFM or received therefrom.
- 9.04 Except in the case provided for in paragraph 15.15, a musicians' vote only takes place at the request of the Musicians' Committee or the Guild. In all cases, the vote is held by the Musicians' Committee.

## **ARTICLE 10 – PROCEDURE FOR ENGAGING A MUSICIAN**

- 10.00 At all times, the orchestra numbers at least ninety-two (92) musicians on contract, whether tenured or probationary, occupying the chairs listed in Annex 2.
- 10.01 To fill a vacant chair, the procedure set forth in this article applies, except in the case of the concertmaster's chair.  
This procedure also applies to fill a chair from which the incumbent will be temporarily absent for a fixed period of more than one (1) year, except if the chair is filled by a tenured musician in the orchestra according to the provisions of this agreement.
- 10.02 The OSM must notify the Guild and the Musicians' Committee in writing of a vacant chair. Within ninety (90) days of receipt of such notice, the OSM, the Guild, the Musicians' Committee and the artistic director must agree on an audition date, which must be within six (6) months of the chair becoming vacant.



- 10.03 The Guild notifies its members of the nature of the vacant chair and the audition date. The OSM notifies other Canadian locals and their members through the Association of Canadian Orchestras.
- 10.04 Any person interested in the vacant chair must apply for it in writing to the OSM. On receipt of the application, the OSM notifies the candidate of his audition time, specifying the musical works and orchestral excerpts which must be played.
- 10.05 Depending on the number of candidates, the artistic director may request that a five (5) member preliminary audition committee hold a first audition round. The preliminary audition committee eliminates the candidates who are substantially below the competence level required for a final audition before the audition committee as set forth in the following paragraphs. A candidate who is already a tenured musician in the orchestra is exempt from the preliminary audition and goes straight to the final audition.
- After the preliminary audition, if there is one, the candidates still under consideration **are heard** in a final audition by an audition committee which consists of the artistic director and the musicians identified as follows:

Section and Chair	Preliminary Audition Committee	Additional Members for Final Audition (plus artistic director)
<b>I Violins</b> a) Titled Chair  b) Section	<ul style="list-style-type: none"> <li>• 3 other titled chairs in the section</li> <li>• Principal or associate <b>II</b> violin</li> <li>• 1 musician in the section</li> </ul> <ul style="list-style-type: none"> <li>• 4 titled chairs in the section</li> <li>• 1 musician in the section</li> </ul>	<ul style="list-style-type: none"> <li>• Other principal or associate) <b>II</b> violon</li> <li>• Principal or associate viola</li> <li>• 2 musicians in the section</li> </ul> <ul style="list-style-type: none"> <li>• Principal or associate <b>II</b> violin</li> <li>• Principal or associate viola</li> <li>• 2 musicians in the section</li> </ul>
<b>II Violins</b> a) Titled Chair  b) Section	<ul style="list-style-type: none"> <li>• 2 other titled chairs in the section</li> <li>• Concertmaster and associate</li> <li>• 1 musician in the section</li> </ul> <ul style="list-style-type: none"> <li>• 3 titled chairs in the section</li> <li>• Concertmaster or associate</li> <li>• 1 musician in the section</li> </ul>	<ul style="list-style-type: none"> <li>• Principal and associate viola</li> <li>• 2 musicians in the section</li> </ul> <ul style="list-style-type: none"> <li>• Other (concertmaster or associate)</li> <li>• Principal or associate viola</li> <li>• 2 musicians in the section</li> </ul>
<b>Violas</b> a) Titled Chair  b) Section	<ul style="list-style-type: none"> <li>• 3 other titled chairs in the section</li> <li>• Concertmaster or associate</li> <li>• 1 musician in the section</li> </ul> <ul style="list-style-type: none"> <li>• 4 titled chairs in the section</li> <li>• 1 musician in the section</li> </ul>	<ul style="list-style-type: none"> <li>• Other (concertmaster or associate)</li> <li>• Principal or associate cello</li> <li>• 2 musicians in the section</li> </ul> <ul style="list-style-type: none"> <li>• Concertmaster or associate</li> <li>• Principal or associate double bass</li> <li>• 2 musicians in the section</li> </ul>

Section and Chair	Preliminary Audition Committee	Additional Members for Final Audition (plus artistic director)
<b>Cellos</b> a) Titled Chair  b) Section	<ul style="list-style-type: none"> <li>• 3 other titled chairs in the section</li> <li>• Concertmaster or associate</li> <li>• 1 musician in the section</li> <li>• 4 titled chairs in the section</li> <li>• 1 musician in the section</li> </ul>	<ul style="list-style-type: none"> <li>• Other (concertmaster or associate)</li> <li>• Principal or associate double bass</li> <li>• 2 musicians in the section</li> <li>• Concertmaster or associate</li> <li>• Principal or associate double bass</li> <li>• 2 musicians in the section</li> </ul>
<b>Double Basses</b> a) Titled Chair  b) Section	<ul style="list-style-type: none"> <li>• 1 other titled chair in the section</li> <li>• principal and associate cellist</li> <li>• Concertmaster or associate</li> <li>• 1 musician in the section</li> <li>• 2 titled chairs in the section</li> <li>• principal and associate cellist</li> <li>• 1 musician in the section</li> </ul>	<ul style="list-style-type: none"> <li>• Other (concertmaster or associate)</li> <li>• Principal or associate viola</li> <li>• 2 musicians in the section</li> <li>• Concertmaster or associate</li> <li>• Principal or associate viola</li> <li>• 2 musicians in the section</li> </ul>
<b>Flutes, Oboes, Clarinets, Bassoons</b> a) Principal or Associate  b) 2nd  c) Piccolo  d) English horn  e) Bass clarinet  f) Double bassoon	<ul style="list-style-type: none"> <li>• 3 musicians in the section</li> <li>• corresponding or other (principal or associate) chair on parallel instrument*</li> <li>• Principal or associate woodwind</li> <li>• 3 musicians in the section</li> <li>• 2nd parallel instrument*</li> <li>• 1 other 2nd woodwind</li> <li>• 3 musicians in the section</li> <li>• English horn</li> <li>• Bass clarinet</li> <li>• 3 musicians in the section</li> <li>• Piccolo</li> <li>• Bass clarinet</li> <li>• 3 musicians in the section</li> <li>• Double bassoon</li> <li>• Piccolo</li> <li>• 3 musicians in the section</li> <li>• Bass clarinet</li> <li>• Piccolo</li> </ul>	<ul style="list-style-type: none"> <li>• 1 other principal or associate woodwind</li> <li>• Principals: principal French horn, principal trumpet, associate parallel instrument"</li> <li>• Associates: associate French horn, associate trumpet, principal parallel instrument*</li> <li>• 1 other 2nd woodwind</li> <li>• 2nd French horn</li> <li>• 2nd trumpet</li> <li>• Principal or associate parallel instrument*</li> <li>• Double bassoon</li> <li>• 3 oboes</li> <li>• Double bassoon</li> <li>• <b>3 flutes</b></li> <li>• English horn</li> <li>• 3 bassoons</li> <li>• English horn</li> <li>• 3 clarinets</li> </ul>

Section and Chair	Preliminary Audition Committee	Additional Members for <b>Final</b> Audition (plus artistic director)
<b>French horns</b> a) Principal or associate  b) 2nd, 3rd, 4th	<ul style="list-style-type: none"> <li>• 4 musicians in the section</li> <li>• Principal or associate trumpet</li> </ul> <ul style="list-style-type: none"> <li>• 4 musicians in the section</li> <li>• 2nd trumpet</li> </ul>	<ul style="list-style-type: none"> <li>• Principal trombone</li> <li>• Tuba</li> <li>• 2 principal or associate woodwinds</li> </ul> <ul style="list-style-type: none"> <li>• 2nd trombone</li> <li>• Tuba</li> <li>• 2 2nd woodwinds</li> </ul>
<b>Trumpets</b> a) Principal or associate  b) 2nd, 4th and section	<ul style="list-style-type: none"> <li>• 3 musicians in the section</li> <li>• Principal or associate French horn</li> <li>• Principal trombone</li> </ul> <ul style="list-style-type: none"> <li>• 3 musicians in the section</li> <li>• Corresponding French horn</li> <li>• 2nd trombone</li> </ul>	<ul style="list-style-type: none"> <li>• Tuba</li> <li>• Timpanist</li> <li>• 2 principal or associate woodwinds</li> </ul> <ul style="list-style-type: none"> <li>• Tuba</li> <li>• Timpanist</li> <li>• 2 2nd woodwinds</li> </ul>
<b>Trombones</b> a) Principal  b) 2nd  c) Bass	<ul style="list-style-type: none"> <li>• 2 musicians in the section</li> <li>• Tuba</li> <li>• Principal trumpet</li> <li>• Principal or associate French horn</li> </ul> <ul style="list-style-type: none"> <li>• 2 musicians in the section</li> <li>• Tuba</li> <li>• 2nd trumpet</li> <li>• Principal or associate French horn</li> </ul> <ul style="list-style-type: none"> <li>• 2 musicians in the section</li> <li>• Tuba</li> <li>• 4th French horn and 4th trumpet</li> </ul>	<ul style="list-style-type: none"> <li>• Principal or associate French horn</li> <li>• Associate trumpet</li> <li>• 2 other French horns <b>or</b> trumpets</li> </ul> <ul style="list-style-type: none"> <li>• Principal or associate French horn</li> <li>• 2nd French horn</li> <li>• Principal and associate trumpet</li> </ul> <ul style="list-style-type: none"> <li>• Principal and associate French horn</li> <li>• Principal and associate trumpet</li> </ul>
Principal Tuba	<ul style="list-style-type: none"> <li>• 3 trombones</li> <li>• Principal and associate trumpet</li> </ul>	<ul style="list-style-type: none"> <li>• Principal and associate French horn</li> <li>• 1 member of the French horn section</li> <li>• Timpanist</li> </ul>
Timpani and Percussion	<ul style="list-style-type: none"> <li>• 3 musicians from the section</li> <li>• Principal or associate trumpet</li> <li>• Principal or associate French horn</li> </ul>	<ul style="list-style-type: none"> <li>• Principal trombone</li> <li>• Harp</li> <li>• 2 principal woodwinds</li> </ul>
Harp	<ul style="list-style-type: none"> <li>• Principal or associate flute and oboe</li> <li>• Timpanist</li> <li>• Concertmaster or associate</li> <li>• Principal or associate clarinet or bassoon</li> </ul>	<ul style="list-style-type: none"> <li>• Principal or associate clarinet or bassoon</li> <li>• 1 percussion</li> <li>• 2 principal or associate <b>strings</b></li> </ul>

- 10.06 A musician who has not obtained tenure, or who has received a notice of non-renewal, or who has submitted his resignation, or whose contract as a tenured musician will expire in the twelve (12) months following the audition, cannot be a member of an audition committee.
- 10.06.1 No musician may be a member of an audition committee if a member of his immediate family is an audition candidate. If such a case arises, the musician thus excluded is replaced by the musician occupying the next chair down in his section.
- In all other cases in which a person's candidacy in an audition places a member of the audition committee in a conflict of interest or an apparent conflict of interest, the affected member of the audition committee must fully explain the situation to the other committee members and abstain from participating in any discussion of the audition results.
- 10.07 Every musician who is a member of an audition committee must attend the audition session, unless he provides proof that he was prevented from attending by a professional engagement. Such proof must be submitted within twenty-four (24) hours of the musician being notified of the audition date. In such a case, the personnel manager names the tenured musician occupying the next chair down in the same section.
- If one or more members of an audition committee cannot attend an audition session, the personnel manager must contact a maximum of six (6) replacement musicians in the non-attending members' section. If replacement musicians are not available in sufficient numbers, the number of members on the audition committee is reduced accordingly. Under no circumstances, however, can a final audition committee consist of fewer than seven (7) members.
- 10.08 All audition candidates play behind a screen, in an appropriate space determined by the artistic director. They are identified to the audition committee only by a number; when there is a preliminary audition, this number is changed for the final audition.
- 10.09 All audition candidates for the same chair play the same pieces or excerpts, in the same order.
- Candidates can be required to play up to two (2) movements from concertos, sonatas or partitas, without accompaniment, chosen from a selection of at most six (6) separate movements.
- For a final audition, a candidate may also be required to sight-read certain parts of a musical work.
- 10.10 The audition repertoire is chosen by the artistic director after consulting the principal of the section with the vacant chair, or by the principal of that section alone, if there is no artistic director.
- The audition committee spokesman is the artistic director or a member named by him.
- 10.11 Musicians and other members of the OSM may attend audition sessions as observers, in a place designated by the audition committee. They must not see the candidates, and must remain silent and refrain from communicating with any participant in the audition process. They are excluded from the audition committee's deliberations.
- 10.12 The Guild, the Musicians' Committee and the OSM each designate a representative at all audition sessions; however, failure to designate a representative or a representative's failure to attend does not invalidate the audition. These representatives observe the auditions and the vote, and they count the votes.

Only the result of the vote is communicated to the audition committee, without indicating the number of votes obtained by each candidate.

- 10.13 After hearing all the candidates, the members of the audition committee, in the presence of OSM and Musicians' Committee representatives, may discuss the evaluation of each candidate. However, no member of the audition committee is obliged to express an opinion, nor permitted to ask the opinion of another member before the vote.
- 10.13.1 Every member of an audition committee and every representative designated under paragraph 10.12 must respect the confidential nature of the audition. In particular, they must refrain from talking to any audition candidate about the audition results or the candidate's audition performance. After the audition, they may not keep any document or personal notes relating to the audition.
- 10.14 The audition committee decides by secret ballot.  
At a final audition, the committee decides:
- a) whether one or more candidates are competent to fill the vacant chair, and if so,
  - b) to which candidate the chair should be offered;
  - c) in the case of a titled chair, whether there will be a pre-probationary period as provided for in paragraph 10.17;
  - d) in all cases where there will not be a pre-probationary period, whether another candidate will be designated runner-up;
  - e) if applicable, which candidate is the runner-up. In that case, the ballots are placed uncounted in a sealed envelope and deposited with the Guild;
  - f) whether one or more candidates should be retained as extra musicians in the future.
- 10.15 a) For the purposes of subparagraph 10.14 b), a candidate must receive an absolute majority of the votes available to the members of the audition committee.
- When no candidate receives such an absolute majority during the first round of voting, candidates having received two (2) votes or fewer are eliminated and a second round of voting is held to decide among the candidates who are held over.
- Notwithstanding the foregoing, in the case of a tie among two (2) or more candidates having received the highest number of votes, only those candidates are held over for the second vote.
- If a second round of voting to decide among two or more held-over candidates results in a tie, then priority is given to the candidate who received the greatest amount of musical training in Quebec, or, failing that, the greatest amount of musical training in Canada. If the application of this last criterion still fails to break the tie, then the tied candidates are asked to continue the audition with a view to a new vote to be held by the members of the audition committee.
- b) For the purposes of subparagraph 10.14 e), a candidate is designated runner-up if he obtains an absolute majority of the votes available to the members of the audition committee.
- 10.16 For a vote held under this article, the artistic director casts the following numbers of votes:
- six (6) votes in an audition committee with ten (10) members;
  - five (5) votes in an audition committee with nine (9) or eight (8) members;

- four (4) votes in an audition committee with seven (7) members,  
All the other members of the audition committee cast one (1) vote each. An audition committee cannot consist of more than ten (10) members, including the artistic director.
- 10.17 When a candidate is submitted to a pre-probationary period, he must, before obtaining the chair, play with the orchestra during a period determined jointly by the audition committee and the OSM. At the end of the pre-probationary period, the audition committee meets again to confirm or set aside, according to the provisions of this article, the selection of the candidate for the chair, subject to the tenure committee's eventual decision at the end of the probation period.
- 10.18 In every case where a candidate is designated runner-up under subparagraph 10.14 e), the OSM has a period of thirty (30) days from the date of the audition committee's decision in which to conclude an agreement with the candidate to whom the chair is being offered in accordance with subparagraph 10.14 b).  
If for any reason an agreement cannot be reached within this thirty (30) day period, the chair is offered to the candidate designated runner-up under subparagraph 10.14 e) on the same terms. Before checking whether a candidate has in fact been designated second choice by the audition committee, the OSM must inform the Guild of the terms offered to the candidate who was chosen under subparagraph 10.14 b).
- 10.19 The OSM cannot engage a musician if the audition committee opposes the engagement by majority vote. Similarly, a musician cannot be engaged if the artistic director opposes the engagement.
- 10.20 If the audition committee does not select any candidate under subparagraph 10.14 b), the OSM may, in the week following the end of the audition, request the Guild's authorization to hold an international audition. This authorization cannot be refused without a valid reason.  
If the necessary conditions are fulfilled, the OSM informs the Guild and the full membership of the AFM, through "International Musician", of the audition date or dates. The audition takes place within nine (9) months of the date on which the Guild has given its authorization under the preceding clause; it is held according to the provisions of this article.

**Concertmaster**

- 10.21 The concertmaster is chosen by an eleven (11) member audition committee, made up of ten (10) principals and assistants from the string sections and the artistic director.
- 10.22 The audition committee evaluates the applications received and invites the candidates it considers competent to play an audition, to participate in orchestra activities on a trial basis, or to play an audition and participate in orchestra activities on a trial basis. The choice concerning an audition and participating in orchestra activities on a trial basis is made by the artistic director.
- 10.23 Paragraphs 10.02, 10.03, 10.04, 10.06, 10.06.1, 10.07, 10.09, 10.10 to 10.15, 10.17, 10.18 and 10.19 apply with the necessary changes.
- 10.24 Once all invited candidates who accept to play have been heard under the process determined by the artistic director, the audition committee meets to make the decisions provided for in paragraph 10.14.

- 10.25 In every vote concerning the choice of a concertmaster, the artistic director casts seven (7) votes and the other members of the audition committee cast one (1) vote each.
- 10.26 If no candidate is selected under subparagraph 10.14 b), the audition committee may invite other candidates, whether members of the Guild or the AFM or not, according to the provisions of paragraphs 10.21 to 10.25.

### **ARTICLE 11 – TENURE**

- 11.01 Every musician newly engaged under the provisions of article 10 is submitted to a probation period before obtaining tenure.  
The same is true of every tenured musician named to a vacant higher chair.
- 11.02 The probation period is twelve (12) months from the effective date of the engagement or the promotion to a higher chair.
- 11.02.1 Between three (3) and six (6) months after the probation period begins, the members of the tenure committee meet to discuss the progress of the probation period and to set down their observations about the musician. These observations are transmitted to the musician by the principal of the section.
- 11.03 At least two (2) months after the application of paragraph 11.02.1 and at least three (3) months before the end of a musician's probation period, the tenure committee must decide on his tenure, according to the following procedure:
- a) the members of the tenure committee may discuss the work of the musician concerned, in the presence of a representative from the Musicians' Committee and a representative from the OSM;
  - b) subsequently, the members of the tenure committee vote by secret ballot:
    - first on whether or not to grant tenure to the musician;
    - next, if **tenure** is not granted, on whether or not to extend the probation period by one (1) year beginning the following September 1. A probation period can be extended only once.
- 11.04 The vote and the counting of ballots under paragraph 11.03 take place under the observation of a representative of the Musicians' Committee, a representative of the Guild and a representative of the OSM. Paragraph 10.12 applies.
- 11.05 The engagement of a probationary musician to whom tenure is not granted expires on the August 31 following the end of his probation period or of his extended probation period, as the case may be.  
A tenured musician who is promoted to a vacant higher chair, and to whom tenure in that chair is not granted, returns at the end of his probation period or of his extended probation period to the chair he occupied before his promotion.
- 11.06 This article does not apply to a concertmaster. The artistic director decides on tenure in that case.

### **ARTICLE 12 – NON-RENEWAL OF A CONTRACT**

- 12.01 If, for musical reasons, the OSM decides to end the engagement of a tenured musician, it must give him written notice of non-renewal by October 1 at the latest, to take effect on August 31 of the following year.
- 12.01.1 Any contract which is not the object of a non-renewal notice given in conformity with this article is automatically renewed on the same terms for the period from September 1 of the following year to August 31 of the year after that.

- 12.02 Notwithstanding paragraph 12.01, no notice of non-renewal may be given by the OSM during the last year of an artistic director's contract of engagement with the OSM.
- 12.03 A musician cannot receive more than two (2) non-renewal notices within a period of five (5) years if, following the first two non-renewal notices given during that period, the procedure set forth in paragraph 12.05 maintained the musician in his chair.
- 12.04 The transmission of a non-renewal notice to a musician is subject to the following preliminary procedure:
- a) If the artistic director is dissatisfied with a musician's services, he transmits the reasons for his dissatisfaction in writing to the musician and requires the musician's presence at a meeting, giving the musician at least ten (10) days' advance notice thereof. Copies of the notice are given at the same time to the Musicians' Committee and the Guild.
  - b) The Guild, the Musicians' Committee and the OSM each designate a representative to the meeting convened by the artistic director, at which the artistic director explains the reasons for his dissatisfaction to the musician in question; however, failure to designate a representative or the representative's failure to attend does not invalidate the meeting.
  - c) If the artistic director concludes that there is no satisfactory improvement on the musician's part in the sixty (60) days following the meeting, he may give the musician a written notice of non-renewal under paragraph 12.01, setting forth in the notice the reasons why the musician's services are unsatisfactory. Copies of the notice are given at the same time to the Musicians' Committee and the Guild.
- 12.05
- a) Any tenured musician who receives a non-renewal notice may, in the fourteen (14) days following receipt of the notice, submit a written request to the artistic director to convene a review committee. The artistic director transmits a copy of this request to the OSM and the Guild.
  - b) Within seven (7) days of the artistic director's receipt of the musician's request to convene a review committee, this committee meets to discuss the musician's work. The Guild and the OSM each designate a representative to attend the meeting as an observer; however, failure to designate a representative or the representative's failure to attend does not invalidate the meeting.
  - c) By secret ballot, the members of the review committee vote to confirm or set aside the non-renewal decision. The decision is set aside if at least seventy-five percent (75%) of the review committee members vote to set it aside; otherwise it is confirmed.
  - d) In the three (3) days following the vote, the review committee submits a written report of the result to the musician, the Guild and the OSM.
  - e) In the thirty (30) days following receipt of the committee report, the musician, the Guild or the OSM may submit a grievance according to the provisions of articles 37 and 38. The arbitrator's authority, however, is limited to verifying that the non-renewal was carried out in accordance with the procedure set forth in this agreement and with the rules of natural justice.
- 12.06 A tenured musician who receives a written non-renewal notice under paragraph 12.01 may resign at any time by giving the OSM at least four (4) weeks' written notice to that effect.



- 12.07 Subject to the provisions of paragraph 12.06, any musician who does not wish to renew his engagement contract must give the OSM written notice to that effect at the latest on December 31 preceding the expiry date of his contract. Once given, such notice cannot be revoked by the musician except with the OSM's consent.
- 12.08 The OSM immediately transmits to the Guild and to the Musicians' Committee a copy of any resignation or non-renewal notice received from a musician under paragraphs 12.06 or 12.07.

### **ARTICLE 13 – REPRIMANDS – DISCIPLINARY MEASURES**

- 13.01 When the OSM wishes to reprimand a musician for his work or deportment, it does so in writing and offers him the opportunity to respond in writing.
- 13.02 The OSM may, for just and sufficient cause of a non-musical nature and for which it bears the burden of proof, impose a disciplinary measure on the musician as provided for in paragraph 3.19.
- 13.03 Before imposing any disciplinary measure on a musician, the OSM must give him written notice setting out the facts and reasons which justify its intention to impose a disciplinary measure on him. Copies of this notice are immediately transmitted to the Guild and the Musicians' Committee.
- 13.04 In the fifteen (15) days following receipt of this notice, the musician may request a meeting with OSM representatives to state his side of the case. The musician may be accompanied by a union representative at this meeting.
- 13.05 After the expiry of the delay set forth in paragraph 13.04 or, if applicable, after the meeting held at the musician's request, if the OSM decides to impose a disciplinary measure on the musician, it must notify the musician thereof in writing, setting out the facts and reasons justifying its decision. Copies of this notice are immediately transmitted to the Guild and the Musicians' Committee.
- 13.06 From the moment it gives a musician the notice set forth in paragraph 13.03, the OSM may suspend the musician with pay until its final decision on whether to impose a disciplinary measure.
- 13.07 The musician may contest any disciplinary measure under the grievance and arbitration procedure set forth in articles 37 and 38 of this agreement.

### **ARTICLE 14 – CESSATION OF ACTIVITIES**

- 14.01 The OSM may not suspend a musician's engagement, nor terminate it, nor refuse to renew it, nor reduce the musician's rights under it, except in the cases set forth in articles 11 to 13 or in the case of a definitive cessation of its activities for financial reasons, and in the latter case after having given at least eight (8) weeks' advance written notice to that effect to the Guild and the Musicians' Committee.
- 14.02 If the OSM experiences financial difficulties, it must notify the Guild thereof **of as soon** as possible. The Guild may then have access to the OSM's audited financial statements and to any other financial information which helps explain the financial difficulties cited by the OSM. The Guild may also, at its own expense, designate a chartered accountant to audit the financial statements and other financial information which the OSM is obliged to furnish.

## **ARTICLE 14.1 – SEVERANCE INDEMNITIES– EARLY RETIREMENT**

- 14.1.01 For the purposes of this article, normal retirement age is sixty-five (65) years.
- 14.1.02 Any musician who has not reached normal retirement age on August 31 of the expiry year of his engagement contract, and whose contract is not renewed for musical reasons or who resigns under paragraph 12.06, receives a severance indemnity on his departure, calculated as follows:
- if he has 5 to 14 years of seniority, one (1) week of his regular fee per year of seniority;
  - if he has 15 to 19 years of seniority, thirty (30) weeks of his regular fee;
  - if he has over 19 years of seniority, forty-six (46) weeks of his regular fee.
- 14.1.03 Unless paragraph 14.1.04 applies to him, a musician who has given a non-renewal notice under paragraph 12.07 is entitled to a severance indemnity calculated as follows:
- if he has 15 to 24 years of seniority, three hundred dollars (\$300) per year of seniority;
  - if he has 25 years or more of seniority, four hundred dollars (\$400) per year of seniority.
- 14.1.04 Any musician who left the orchestra between September 1, 1996 and the signature date of this agreement is entitled to the indemnity set forth in paragraph 14.1.03, after deduction of any amount already received as a severance indemnity.
- 14.1.05 Any musician who, on August 31 of the expiry year of his engagement contract, has reached the age of at least sixty (60) years but has not yet reached normal retirement age, and who has given a contract non-renewal notice under paragraph 12.07 (or under the previous collective agreement) is entitled to an early retirement allowance Calculated according to paragraph 14.1.02. The OSM withholds ten percent (10%) of this amount and remits it to the retirement fund identified in paragraph 35.01.

## **ARTICLE 15 – SCHEDULE AND WORK WEEK**

- 15.01 The contract year consists firstly of a period of forty-six (46) weeks of work, also known as the “**working year**”, which includes paid vacation weeks and weeks on tour, and secondly of a six (6) week inactive period, which is unpaid.
- 15.02 a) The forty-six (46) weeks of work are consecutive, but can be interrupted up to twice per year, and
- b) between June 24 and September 8, there must be a minimum of four (4) consecutive inactive weeks, which are unpaid.
- 15.03 The first day of the work week is determined by the OSM. This day is established in the schedule and remains the same for the entire winter or summer season, as the case may be.
- 15.04 a) The regular work week consists of eight (8) services and includes a minimum of two (2) regular days off which are determined according to the other provisions in this article.
- b) The OSM may schedule a week of nine (9) services, if the previous or following week consists of seven (7) services. In that case, the musician is entitled to an additional regular day off.

- c) The average number of services during the active weeks of the working year must not exceed eight (8) services per week.
- 15.05 Regular days off are set by the OSM in accordance with the following rules:
- a) The musician is entitled to two (2) consecutive regular days off, which are:
    - Friday and Saturday, or
    - Saturday and Sunday, or
    - during the winter season, Thursday and Friday, when there is a concert or another performance on the following Saturday and Sunday, or
    - during the summer season, Sunday and Monday.
  - b) Notwithstanding subparagraph a), during the second and third weeks of rehearsal or production of an opera, regular days off are Friday and the following Sunday.
  - c) If the OSM does not apply subparagraphs a) or b), the musician is entitled to one (1) additional regular day off, the following Saturday or Sunday.
  - d) In the case provided for in subparagraph 15.04 b), three (3) consecutive regular days off must be set in the week of nine (9) services, or in the week of seven (7) services, or in either of the two (2) weeks adjacent to those weeks.
- 15.06 During radio or television weeks, the musician is entitled to two (2) consecutive regular days off set by the OSM.
- 15.07 One work day cannot involve more than two (2) services, including benefit concerts and recordings and rehearsals attributable thereto.
- 15.08 One work week cannot involve more than four (4) evening services, including benefit concerts and recordings and rehearsals attributable thereto. The number of such services can be raised to five (5) in a single week during each opera production; it can also be increased by two (2) services in which a choir participates for a recording or for a rehearsal attributable thereto.
- 15.09 Each year, proposed schedules for the winter and summer seasons must be transmitted to the musicians before the March 31 preceding those seasons. Definitive schedules must be transmitted to the musicians at least two (2) months before the start of the winter season and at least three (3) months before the start of the summer season.
- 15.10 The OSM may replace four (4) services of two-and-a-half (2½) hours' duration in the schedule by three (3) services of three (3) hours' duration by notifying the musicians at least fifteen (15) days in advance. In that case, the musician's work week is reduced accordingly.
- 15.11 Except for radio, television or matinee weeks, or weeks on tour, and except for three occasions during the winter season, the OSM must schedule two (2) afternoons per week in which no service occurs.
- 15.12 The OSM may add up to three (3) weeks of activities to the definitive schedule, as long as such an addition remains within the forty-six (46) weeks of the working year and respects the provisions of subparagraph 15.02 b), and as long as the musicians' schedule, which remains in conformity with the provisions of this agreement, is transmitted to them at least sixty (60) days in advance.
- 15.13 The OSM may change the service schedule by notifying the musicians and the Musicians' Committee at least sixty (60) days in advance.

- 15.14 The sixty (60) day notice provided for in paragraph 15.12 or 15.13 may be reduced to thirty (30) days twice per contract year to allow the orchestra to participate in a special and unforeseen project or event, in circumstances where it was not reasonably possible to respect the sixty (60) day notice.
- 15.15 In case of a schedule change as provided for in paragraphs 15.12, 15.13 and 15.14:
- a) If, following the schedule change, a musician cannot be present on a date for which one or more services are planned in the new schedule, because of a professional engagement which was taken before the schedule change and which the musician cannot move, then the musician is not required to participate in the said service or services and is entitled to payment as though he had participated. If the unavailability is for personal reasons, the musician is not required to be present for the service or services, but is not entitled to payment for them.
  - b) If advance notice of a schedule change is less than the applicable sixty (60) or thirty (30) days, as the case may be, and more than seven (7) days, then the schedule changes required by the OSM will be submitted to a musicians' vote. The changes may be made if a simple majority of the musicians present for the vote accepts them. In this case, subparagraph a) applies to the schedule change.
  - c) If advance notice of a schedule change is less than eight (8) days and more than one (1) day, the changes in question will be submitted to a musicians' vote and may be made if seventy-five percent (75%) of the musicians present for the vote accept them. In this case, those musicians who are unavailable for professional or personal reasons to participate in the services at the time set forth in the new schedule are not required to be present and are entitled to payment as though they had participated.
- 15.16 The starting time for a concert may, up to ten (10) times per year, be moved ahead or back by as much as half an hour, on condition that the musicians receive notice of the change at least seven (7) days in advance and that the reasons for the change be transmitted to the Musicians' Committee at the same time.
- 15.17 No musician is required to work more than seven (7) consecutive days, including days for benefit concerts and recording sessions and the rehearsals attributable thereto.
- 15.18 The OSM cannot require more than eleven (11) services from the musicians in the course of a single work week, including services connected to a benefit concert or a recording.

#### **ARTICLE 16 – DURATION OF SERVICES**

- 16.00 Every session of instrumental work required of the musicians constitutes a service, whether it is a rehearsal, a concert or other performance, or any other form of instrumental work.
- Notwithstanding the foregoing, benefit concerts and recordings and the rehearsals attributable thereto only constitute services when this collective agreement explicitly designates them as such for certain purposes.
- 16.01 A rehearsal is a service whose duration is not more than two and a half (2½) hours, including break time.
- However, an out-of-town rehearsal is a service whose duration is not more than one and a half (1½) hours.

- 16.02 **A** concert is a service whose duration is not more than two and a half (2½) hours, including break time.
- 16.03 Unless the OSM and Musicians' Committee agree otherwise, any session of instrumental work other than a rehearsal or a concert or other performance, and whose duration is not prescribed elsewhere in this agreement, constitutes a service whose duration is not more than two and a half (2½) hours, including break time.  
The duration of a recording session is not more than four (4) hours, including break time.
- 16.04 Ten (10) children's concerts are equivalent to eight (8) services as long as the concert duration does not exceed one (1) hour. However, there must not be more than two (2) concerts per day within a period of four (4) hours.
- 6.05 **A** dress rehearsal of a choral work or opera and the performances thereof constitute regular services if their duration is not more than three (3) hours, including break time, and such rehearsals or performances do not result in one (1) week of more than twenty (20) hours of work.
- 6.06 **A** pre-dress rehearsal of not more than three and a half (3½) hours' duration and an "Italian" rehearsal of three (3) hours' duration, taken together, constitute three (3) services.
- 16.07 Notwithstanding paragraph 15.13, if the OSM decides to calculate the duration and number of services as provided for in paragraphs 16.05 and 16.06, it must give the musicians at least seven (7) days' advance notice to that effect.
- 16.08 For the purpose of calculating its duration, a concert or other performance is over when the musicians receive permission to leave the stage or orchestra pit.
- 16.09 **A**part from the exceptions set forth in this article, a musician is entitled to one ten (10) minute break per hour, calculated in proportion to the total duration of the service.
- 16.10 **During** a rehearsal:
- a) there is no break during the first hour, except in unforeseen circumstances due to "force majeure";
  - b) there is a break no later than one and a half hours (1½ hrs) after the service starts;
  - c) there is only one break, except for three (3) occasions per contract year, when the break may be taken in two parts, after an explanation to the Musicians' Committee.
- 16.11 **During** a performance:
- a) if the performance contains one (1) break, its duration is of at least twenty (20) minutes and all residual break time is taken at the end of the service, or
  - b) if the performance contains two (2) breaks, the first is of fifteen (15) minutes' duration and the second takes **up** the residual break time, or
  - c) for a concert of the "Messiah" or another Easter concert presenting a single work, when such a concert is given in a church, there are two (2) breaks, of ten (10) and five (5) minutes' duration, the residual break time being taken at the end of the service.
- 16.12 There is no break:

- a) in any service whose total duration does not exceed one and a half (1½) hours;
  - b) in any concert without intermission which presents a single work and whose total duration does not exceed one hour and forty-five minutes (1 hr 45 mins).
- 16.13 Regarding the scheduling of rehearsals:
- a) apart from rehearsals for operas and choral works, the number of evening rehearsals is limited to a maximum of two (2) per contract year;
  - b) when there are two (2) rehearsals in the same day, the free time between the two services is one and a half (1½) hours;
  - c) when there is an evening performance and a rehearsal the same day, the rehearsal is held in the morning unless it is not reasonably possible to do so.

### **ARTICLE 17 – SPLIT ORCHESTRA**

- 17.01 The orchestra can be split into two groups of at least twenty (20) musicians each for different performances and the rehearsals attributable thereto.
- When a performance of one or the other of the groups is recorded for broadcast on radio or television, the terms of the agreement between the Canadian Broadcasting Corporation and the AFM apply and, for that purpose, each group is deemed to be the entire Orchestre symphonique de Montréal.
- 17.02 The OSM gives the musicians at least one (1) month's advance written notice before splitting the orchestra, telling them to which group they have been assigned.
- 17.03 When the orchestra is split, the two groups' rehearsals and performances can take place at different times.
- 17.04 If a split orchestra remains in effect during a winter or summer season, the OSM assigns the same number of first chairs to each group and distributes the remaining musicians to one group or the other using a fair and equitable rotation system.

### **ARTICLE 18 – DIVISION OF THE ORCHESTRA FOR REHEARSAL PURPOSES**

- 18.01 Up to fifteen (15) times per contract year, the OSM may divide the orchestra into two (2) groups for rehearsal purposes using one or the other of the following formulas:
1. partially simultaneous divided rehearsal for the two (2) groups, of a total duration not exceeding three and a half (3½) hours, during which no musician is required to work for more than two and a half (2½) hours.  
Such a rehearsal is scheduled as follows:  
Group 1: 10:00 AM to 12:30 PM  
Group 2: 11:00 AM to 1:30 PM  
The musicians in the string and wind sections must not be placed in Group 1 more than two (2) times a year.
  2. divided rehearsal held successively for the two (2) groups, of a total duration not exceeding two and a half (2½) hours in each case.  
In both cases, the divided rehearsal counts for one (1) service.

- 18.02 At most four (4) times per year, one (1) day may contain one divided rehearsal and one undivided rehearsal, subject to the following conditions:
- a) In the case of a partially simultaneous divided rehearsal, the undivided rehearsal takes place from 2:30 PM to 5:00 PM;
  - b) In the case of a divided rehearsal held successively, an undivided rehearsal can be added on one (1) occasion per season, for a program containing a choral work in which the choir is needed for the entire orchestra's rehearsal.
- 18.03 It is not permitted to have a divided rehearsal held successively on a run-out day.
- 18.04 All divided rehearsals and their times must appear on the season schedule.
- 18.05 Rehearsals lasting two and a half (2½) hours or less with the orchestra divided at some points are always permitted and need not be indicated on the schedule.

## **ARTICLE 19 – STRING SECTIONS: ROTATION– REPLACEMENT– REDUCTION**

### **Rotation System**

- 19.01 The *string* sections are subject to a rotation system, from which titled chairs are excepted.
- 19.02 The rotation system involves a change of chairs every two weeks. Musicians on inside chairs move forward and those on outside chairs move back.
- 19.03 Any extra musician engaged for a year or more participates in the rotation system.
- 19.04 The rotation system is interrupted during tours, recordings and other distinct and unified activities. The date of interruption, which falls before the start of the activity in question, is determined by the artistic director and the personnel manager, after consulting the Musicians' Committee.

### **Replacement**

- 19.05 A temporarily absent section musician in the string section is replaced by the musician occupying the last chair of the section.
- 19.06
- a) A temporarily absent titular musician is replaced by the titular musician in the next chair down, who is replaced in turn by the titular musician in the next chair down, and so on until the last titular musician.
  - b) The last titular musician is replaced by the musician occupying the last chair of the section.
  - c) Any musician who replaces an absent titular musician also assumes his replacement obligation, should the need arise.
- 19.07 Notwithstanding subparagraph 19.06 b), a section musician from a string section may refuse to occupy a titled chair. In that case, the temporarily vacant titled chair is offered to the section musician in the next chair down. If he too refuses, the artistic director may offer the titled chair to the musician of his choice.
- The preceding clause cannot result in a titled chair being occupied by a extra musician engaged for less than a year.

## **Reduction**

19.08 When a string section is reduced for the performance of a musical work, a system chosen by the section determines the musician(s) excused from performing the work.

Notwithstanding paragraph 19.01, titular musicians participate in the system for reducing the number of musicians. The artistic director may, however, require the presence of a titular musician despite the operation of the reduction system.

Each string section opts for one of the two following systems:

1. reduction begins by the last chair, according to the placement of musicians then in effect;
2. reduction is carried out on the basis of a points system whose rules are determined by each section.

The choice of a reduction system and the rules applicable to it are decided by a musicians' vote in each section. The rules contain particular provisions concerning titular musicians whose presence is required by the artistic director under the second clause of this paragraph.

19.09 The application of the reduction system under paragraph 19.08 must not create a situation:

- in which more than one (1) extra musician participates in a performance when the section contains fewer than eight (8) musicians, or
- in which more than two (2) extra musicians participate in a performance when the section contains eight (8) musicians or more.

When tenured or probationary musicians are available in sufficient numbers, and it must not create a situation in which fewer than half the titular musicians in a given section participate in a performance.

## **ARTICLE 20 – RADIO, TELEVISION WEEKS – OTHER PRODUCERS**

### **Radio-Television**

20.01 The OSM may schedule up to eight (8) whole weeks to be devoted to radio or television, as long as no symphonic service takes place during the same weeks.

The winter season schedule must not contain more than four (4) radio and television weeks.

20.02 The work schedule of radio or television weeks is set according to the broadcaster's requirements. It must be transmitted to the musicians at least one (1) month in advance.

20.03 During radio and television weeks, the working conditions and pay are as set forth in the agreements between the Canadian Broadcasting Corporation and the AFM which are in effect during those weeks.

20.04 Any radio or television broadcast in which the orchestra participates must mention the participation of the Orchestre symphonique de Montréal.

### **Other Producers**

20.05 Unless otherwise stipulated, if the orchestra is used entirely or substantially by the OSM to play for other producers, the OSM is only required to pay the musicians their regular fees.



For the purposes of the present article, “substantially” means fewer musicians than the orchestra normally consists of, when a score does not require certain instruments or when the string sections are not wholly required for the musical instrumentation used by one or more of the following orchestras, when they number more than eighty (80) musicians on contract for the entire season:

Boston	Chicago
Cincinnati	Cleveland
Detroit	Houston
Los Angeles	Milwaukee
Minnesota	National
New York Philharmonic	Philadelphia
<b>St. Louis</b>	San Francisco
Toronto	Vancouver

- 20.06 Engagements taken by the OSM with other producers cannot affect the rights of musicians whose services are not required for the performance of those engagements. Those musicians continue to receive their regular fees as though they were in service.
- 20.07 Paragraphs 20.05 and 20.06 only apply to services contained within the forty-six (46) work weeks indicated on the definitive schedules under paragraph 15.09 or on a schedule modified under paragraph 15.15.

## ARTICLE 20.1 – OTHER ACTIVITIES

### Recording – Disks

- 20.1.1 The recording of a disk is subject to the terms of the AFM’s **Phonograph Record Labor Agreement**.
- 20.1.2 Every musician must participate in the OSM’s recording sessions and the rehearsals attributable thereto, when he is required to do so and receives at least three (3) months’ advance notice. However, if the recording activity coincides with the musician’s vacation, he is not obliged to participate unless he consents to do so.

### Activities Not Covered

- 20.1.3 The parties agree to meet and negotiate the conditions applicable to activities not covered by this agreement. Any activity which is not covered must be the object of a specific agreement between the OSM and the Musicians’ Committee concerning the conditions that apply to it.
- 20.1.4 No activity may be presented as involving the Orchestre symphonique de Montréal unless the activity is covered by this agreement or by a specific agreement reached under paragraph 20.1.3.

## ARTICLE 21 – PAY – BASIC FEE – REGULAR FEE – SENIORITY PREMIUMS

- 21.01 The basic fee is the following:
- |                                     |         |
|-------------------------------------|---------|
| - retroactive to September 1, 1998: | \$1,214 |
| - as of September 1, 1999:          | \$1,250 |
| - as of September 1, 2000:          | \$1,288 |
| - as of September 1, 2001:          | \$1,326 |
- 21.02 Any musician may reach a separate agreement with the OSM for a regular fee higher than the one provided for in paragraph 21.01, subject to paragraphs 5.02 and 5.03. In such a case, the musician’s regular fee is deemed to include the basic fee for the purposes of this agreement.

- 21.03 Apart from his basic or regular fee, the musician is entitled, where applicable, to a weekly seniority premium calculated according to his years of seniority as follows:
- 5 to 9 years of seniority: \$ 20
  - 10 to 14 years of seniority: \$ 40
  - 15 to 19 years of seniority: \$ 60
  - 20 to 24 years of seniority: \$ 80
  - 25 or more years of seniority: \$100
- 21.04 The OSM will maintain the methods of remitting pay which are in effect on the signature date of this agreement.

## **ARTICLE 22 – OVERTIME AND SUPPLEMENTARY SERVICES – ADDITIONAL PAYMENTS**

### **Overtime and Supplementary Services**

- 22.01 A musician is entitled to overtime pay:
- for any instrumental work or activity beyond the regular work or activities provided for in this agreement, and
  - for any instrumental work or activity which takes place in contravention of the applicable rules in this agreement.
- 22.02 Unless otherwise stipulated, the pay rate for all overtime is two percent (2%) of the musician's regular fee per quarter ( $\frac{1}{4}$ ) hour or part of quarter ( $\frac{1}{4}$ ) hour.
- 22.03 a) In rehearsal work, only a dress rehearsal can give rise to compulsory overtime for the musician, up to a maximum of one half ( $\frac{1}{2}$ ) hour. In that case, all rehearsal time must be devoted to the concert program for which the dress rehearsal is being held.
- b) For the purposes of subparagraph a), a dress rehearsal is either the last rehearsal before the concert to which it applies, or, when there is a choir, the rehearsal stipulated by the artistic director at least one (1) week in advance. There cannot be more than one (1) dress rehearsal per program or more than two (2) dress rehearsals per week.
- 22.04 For a concert given at a location other than the principal place of work, the OSM may require, on an overtime basis, an acoustical rehearsal of a maximum duration of fifteen (15) minutes. This acoustical rehearsal takes place forty-five (45) minutes before the start of the concert at the earliest.
- 22.05 Unless otherwise stipulated, any supplementary service gives rise to a payment of twenty percent (20%) of the musician's regular fee.
- 22.06 When a service takes place on a scheduled day off or on a day that should be a day off under this collective agreement, that service is paid for at a rate of one hundred and fifty percent (150%) of the rate stipulated in paragraph 22.05, and the day off owed to the musician is scheduled or rescheduled as promptly as possible.
- 22.07 The following provisions apply to obligatory supplementary services requested by the OSM during the forty-six (46) weeks of the working year:
- a) Every musician must participate in a supplementary service in the following case:
- if the service is listed in the definitive schedule for the summer or winter season, as the case may be;
  - if the service is on a regular work day;

- if the service does not have the effect of requiring the musician to participate in more than eleven (11) services during his work week, including services applicable to a benefit concert or recording.
  - if the service does not have the effect of requiring the musician to participate in more than eight (8) supplementary services during the winter or summer season in progress, and of those eight there are no more than four (4) concerts and one (1) rehearsal per concert.
- b) When a supplementary service requested by the OSM is not listed in the final schedule for the winter or summer season in progress:
- paragraphs 15.12 to 15.15 apply, and
  - the conditions stipulated in subparagraph a) apply.
- 22.08 A musician must be paid for any supplementary service in which he is obliged to participate under paragraph 22.07, unless he is notified at least three (3) weeks before the supplementary service that his participation is not required. In that case, the musician is entitled to two thirds ( $\frac{2}{3}$ ) of the pay applicable to the supplementary service.
- 22.09 The following provisions apply, as appropriate, to complete supplementary work weeks or to non-obligatory supplementary services requested by the OSM during or outside the forty-six weeks of the working year:
- such supplementary weeks or services are offered to all the musicians on a voluntary basis;
  - the OSM gives the musicians who have agreed to participate in such supplementary weeks or services confirmation of whether or not they will take place at least seven (7) days in advance of the date for which they are scheduled;
  - for any supplementary week in which a musician participates, he is entitled to his regular fee, and for any supplementary service in which he participates, he is entitled to one eighth ( $\frac{1}{8}$ ) of his regular fee; a musician who agrees to participate in the supplementary week or service, but whose participation is not required, is entitled to two thirds ( $\frac{2}{3}$ ) of the pay applicable to the supplementary week or service;
  - the other provisions of this collective agreement apply to supplementary weeks or services.

#### **Additional Payments**

- 22.10 A musician who plays as a soloist in an educational concert, other than in a musical illustration, receives, over and above his regular fee, a minimum additional payment of ten percent (10%) of the basic fee per performance if there are one (1) to five (5) performances and fifty-five percent (55%) for six (6) to ten (10) performances.
- 22.11 A musician who, for an educational concert, plays a short excerpt from a concerto for multiple instruments or a chamber music composition of a duration not exceeding five (5) minutes, receives, over and above his regular fee, a minimum additional payment determined as follows:
- a) When two (2) musicians play: fifty percent (50%) of the additional payment stipulated in paragraph 22.10;
  - b) When three (3) or four (4) musicians play: forty percent (40%) of the additional payment stipulated in paragraph 22.10;

- c) When five (5) to eight (8) musicians play: thirty percent (30%) of the additional payment stipulated in paragraph 22.10;
  - d) When nine (9) to thirteen (13) musicians play: twenty percent (20%) of the additional payment stipulated in paragraph 22.10;
  - e) When fourteen (14) to twenty-four (24) musicians play: ten percent (10%) of the additional payment stipulated in paragraph 22.10.
- 22.12 A musician who plays as a soloist in a concert receives, over and above his regular fee, a minimum additional payment of thirty-five percent (35%) of the basic fee.
- 22.13 A musician who plays in a concerto for multiple instruments accompanied by the orchestra or who plays in a chamber music composition receives, over and above his regular fee, a minimum additional payment for each performance calculated as follows:
- a) When two (2) musicians play: thirty percent (30%) of the basic fee;
  - b) When three (3) or four (4) musicians play: twenty-five percent (25%) of the basic fee;
  - c) When five (5) to eight (8) musicians play: twenty percent (20%) of the basic fee;
  - d) When nine (9) to thirteen (13) musicians play: sixteen percent (16%) of the basic fee;
  - e) When fourteen (14) to twenty-four (24) musicians play: eight percent (8%) of the basic fee.
- 22.14 a) A musician who may, under his individual contract, be required to play more than one instrument receives a minimum additional payment of twenty-five percent (25%) of the basic fee for each additional instrument.
- b) A musician whose individual contract does not require that he play an additional instrument, and who agrees to play an instrument other than the one stipulated in his individual contract, receives a minimum additional payment of six-point-two-five percent (6.25%) of the basic fee for each service in which he plays an additional instrument and for each additional instrument he plays in a service.
- 22.15 A musician who participates in an audition committee or in the preparation of a tour or an out-of-town service under paragraph 25.02 is entitled to a minimum additional payment of three percent (3%) of the basic fee for each hour worked, calculated by quarter-hour.
- 22.16 When a concert is broadcast or recorded for broadcast, the musician is entitled to the supplementary fees stipulated in the agreement between the Canadian Broadcasting Corporation and the AFM.
- In the case of a television broadcast, the musician who occupies the first chair is entitled to a minimum additional payment of fifty percent (50%) if the chair is required for the recording. If several musicians occupy the first chair alternately, the additional payment is divided equally among them.
- 22.17 For each week on tour, the musician is entitled to a minimum additional payment of eight percent (8%) of the basic fee. This additional payment is also payable for a part of a week spent on tour, for out-of-town services and for a work week containing more than two (2) run-outs. In those latter cases, the additional payment is payable in the same proportion that the number of services in question represents when compared to the total number of services in the relevant work week.

**ARTICLE 23 – REPLACEMENT – PREMIUMS**

- 23.01 a) A musician may be required to occupy another chair whose regular occupant is temporarily absent, unless his individual contract specifies a particular chair,
- b) In the string sections, a temporary replacement is subject to paragraphs 19.05 to 19.07.
- 23.02 a) Except with his consent, a musician cannot be required to serve as a replacement under paragraph 23.01 for a period exceeding one (1) year.
- b) A musician cannot agree to serve as a temporary replacement for a period that will exceed two (2) years. In such a case the procedure provided for in article 10 applies without exception.
- 23.03 At the end of the period in which a musician was required to serve as a temporary replacement, if the need for a replacement persists but the replacement musician refuses to continue in that function, the OSM may offer the remainder of the replacement function to any musician in the orchestra, or, failing that, to a extra musician, until the absent musician returns or the vacant chair is filled.
- 23.04 At the end of the replacement, the musician returns to his chair.
- 23.05 During a replacement, the following premiums apply:

<b>Replacement Musician</b>	<b>Reason</b>	<b>Chair Occupied Temporarily</b>	<b>Premium (as % of basic fee)</b>
<b>String Section</b>	Absence or vacant chair	Assistant Associate Principal	7.5% 15% 20%
<b>Assistant and Associate Strings</b>	Associate or principal absent for more than 4 consecutive weeks	Assistant	2.5% as of 5th week
		Associate	10% as of 5th week
Principal		15% as of 5th week	
	Vacant chair	Assistant Associate Principal	2.5% 10% 15%
<b>Winds</b>	Absence or vacant chair	Associate Principal	15% 20%
<b>Associate Winds</b>	Principal absent for more than 4 consecutive weeks	Principal	15% as of 5th week
	Vacant chair	Principal	15%

- 23.06 A replacement musician who is entitled to a premium under paragraph 23.05 for part of a work week, including part of a service, is entitled to one eighth (1/8) of the weekly premium stipulated in paragraph 23.05 for each service in which he acts as a replacement.

23.07 Notwithstanding paragraph 23.05, a musician who acts as a replacement in a principal chair for more **than one** (1) year receives a premium equal to fifty percent (50%) of the basic fee, for the period following the first year of replacement.

## ARTICLE 24 – RUN-OUTS

24.01 A run-out schedule, including departure time, is given to the musicians at least two (2) weeks in advance.

24.02 Unless it is unavoidable, the OSM does not schedule a run-out in the week preceding a tour or in the two (2) weeks following a tour.

24.03 Up to three (3) times per contract year, the OSM can schedule a fifteen (15) minute acoustical rehearsal during a run-out. Such a rehearsal must take place forty-five (45) minutes before the scheduled start of the concert at the earliest.

Any other acoustical rehearsal during a run-out must be approved by a vote of at least seventy five percent (75%) of the musicians required to participate in the rehearsal.

24.04 a) Subject to subparagraph b), every run-out gives rise to a time compensation according to the following scale:

<b>Duration of Run-out</b>	<b>Time Compensation, Including Breaks</b>
More than 6 hours	½ hour
More than 7 hours	1 hour
More than 8 hours	2 hours
More than 9 hours	2½ hours

This compensation is granted during the same work week or, after explanation to the Musicians' Committee, during the two (2) weeks following the week of the run-out.

b) Notwithstanding subparagraph a), there is no time compensation for a maximum of four (4) run-outs of less than nine (9) hours' duration per contract year. These run-outs are identified by the OSM.

24.05 a) Subject to subparagraphs b) and c), a rehearsal on a run-out day cannot exceed one and a half (1½) hours' duration without a break, but it is still deemed to constitute a two-and-a-half (2½) hour service.

b) If a rehearsal on a run-out day exceeds one and a half (1½) hours' duration, another rehearsal is reduced to one and a half (1½) hours' duration without a break, either in the same work week, the preceding work week or the work week that follows the week of the run-out.

c) Notwithstanding subparagraphs a) and b), the OSM may schedule a two-and-a-half (2½) hour rehearsal on the concert site, during the day of a concert at Lanaudiere.

24.06 If it fails to grant the time compensation stipulated in paragraph 24.04 or 24.05, the OSM must make the additional payment stipulated in paragraph 22.02 or 22.05, as the case may be.

24.07 After a run-out, the musicians must be allowed a rest period of at least twelve (12) hours from the time of the arrival back at the principal place of work; in exceptional cases and after a reasonable justification is given to the Musicians' Committee, this rest period may be reduced to ten (10) hours. If the application of this paragraph has the effect of delaying the start time for a rehearsal, such rehearsal cannot be prolonged past the time at which it was previously scheduled to end.

- 24.08 During a run-out, the OSM must furnish and pay for the musicians' round-trip transportation between the principal place of work and the location of the concert. Such transportation may be by airplane, train or high-quality tour bus, at the OSM's discretion.
- 24.09 a) During a run-out, each musician is entitled to a meal allowance, denominated in Canadian or US dollars according to the run-out destination, calculated as follows:
- |           |      |
|-----------|------|
| Breakfast | \$15 |
| Lunch     | \$20 |
| Dinner    | \$30 |
- When there are more than two mealtimes during the run-out, the meal allowance is paid before departure.
- b) A run-out begins and ends at the principal place of work.

#### **ARTICLE 25 – OUT-OF-TOWN SERVICES AND TOURS**

- 25.01 Unless otherwise stipulated, the provisions of this article apply to out-of-town services and tours.
- 25.02 a) The Musicians' Committee represents the musicians in dealings with the OSM on any question concerning a tour or out-of-town service.
- b) The Musicians' Committee designates two musicians to participate with the OSM in the preparation of any plan for an out-of-town service or tour, so as to facilitate the application of this collective agreement.
- c) When the OSM believes that the successful organization of a tour depends on the violation of a rule set forth in this article, the following procedure applies:
- the OSM sets out the the precise nature of the requested violation in writing, explains the reasons that justify it and proposes a form of compensation that is reasonable in the circumstances;
  - the OSM transmits its request to the Musicians' Committee, which **sub**mits the request to a musicians' vote, along with its recommendation;
  - the OSM's request is accepted if at least seventy-five percent (75%) of the musicians who are present and who vote cast their ballots in favor.
- 25.03 The OSM organizes and manages out-of-town services and tours in a prudent, diligent and reasonable manner. It cannot, however, be held responsible by the musicians for a delay, problem or other chance occurrence which is unforeseeable and is caused by circumstances beyond its control. In such cases, the OSM consults the Musicians' Committee, or the subcommittee created by it, and decides:
- what adjustment or rescheduling measures are necessary and reasonable in the circumstances for the continuation of the tour and its program;
  - if appropriate, what forms of compensation, monetary or otherwise, will be offered to the musicians in reasonable consideration of the adjustment or rescheduling measures which have been taken.
- 25.04 The OSM supplies the musicians with a preliminary schedule at least six (6) weeks before departure and the definitive schedule at least two (2) weeks before departure.
- 25.05 The OSM informs the musicians of the following details as soon as possible:
- times and places of departures and arrivals;

- modes of transportation;
- places of accommodation.

The OSM provides the musician with round-trip transportation between his place of accommodation and the site of any service at a distance greater than one-point-six (1.6) kilometers.

- 25.06 An out-of-town service or a tour begins and ends at the principal place of work.
- 25.07 All travel time during an out-of-town service or tour, or during a tour move, is calculated, as the case may be:
- from the principal place of work to the first place of accommodation;
  - from the scheduled departure time from one place of accommodation to the arrival time at the next place of accommodation;
  - from the scheduled departure time from the last place of accommodation to the arrival time at the principal place of work.

The OSM makes every effort to be sure that rooms are available at the scheduled arrival time at each place of accommodation.

- 25.08
- a) The OSM furnishes and pays for transportation and accommodation.
  - b) Passports are paid for by the musicians. Required visas and vaccinations are paid for by the OSM.
  - c) For instrument transport purposes, when organizing a tour the OSM schedules at least two (2) days for musicians to hand in their instruments before the departure and two (2) days to pick them up after the return. A musician cannot be obliged to hand in his instrument more than forty-eight (48) hours before a departure. Upon return, the instruments must be available forty-eight (48) hours after the end of the tour at the latest, and the second pick-up day must fall within ten (10) days of the first.
- 25.09
- a) Each musician is entitled to a separate room.
  - b) If two musicians opt to share a room, they each receive a compensation for each day equivalent to one third (%) of the cost savings, that is, between the price of two (2) single rooms and one double. Musicians who decide to exercise this option must notify the OSM far enough ahead that the cost savings can be realized.
  - c) If a musician decides to see to his own accommodation, he receives a compensation for each day equivalent to two thirds ( $\frac{2}{3}$ ) of the cost savings. The musician must notify the OSM far enough ahead that the cost savings can be realized, and he is solely responsible thereafter for his accommodation.
  - d) If a musician decides to see to his own transportation, he receives a compensation equivalent to two thirds ( $\frac{2}{3}$ ) of the cost savings. The musician must notify the OSM far enough ahead that the cost savings can be realized, and he is solely responsible thereafter for his transportation. This subparagraph does not apply when the OSM charts an airplane.
- 25.10 As long as no supplementary expenses are incurred for the OSM, a musician may leave earlier for a tour and return later.
- 25.11
- a) In Canada and the United States, the OSM pays the musician a daily allowance of eighty dollars (\$80) in local currency for meals and personal expenses. This daily allowance is calculated as follows:



breakfast	\$15
lunch	\$20
dinner	\$30
personal expenses	\$15

The meal portion can be divided according to departure and arrival times.

- b) For any other country, the OSM pays the musician a daily allowance for meals and personal expenses equal to one hundred and fifteen percent (115%) of the amount stipulated in the document relating to meal indemnities issued by the Canadian Department of Foreign Affairs and approved by the Treasury Board of Canada. For the purposes of this subparagraph, the document used is the most recent edition available on the first day of each contract year. When the name of a city does not appear in the document, the daily allowance is calculated using the nearest city in the same country. When there is a change of cities during a single day, the allowance is calculated using the city of departure.

Notwithstanding the preceding clause, the allowance cannot be less than what would be payable in Canada, unless the rules of a government subsidy require otherwise.

- 25.12 The daily allowance is paid before departure from the principal place of work. The OSM may, however, pay it upon arrival in a given country, in local currency.
- 25.13 A musician may be exempted from participating in a tour for serious personal reasons.
- 25.14 If a member of a musician's immediate family dies or is gravely ill, the OSM liberates the musician and pays the transportation costs for his immediate return to Montreal.
- In any such case, the musician continues to receive his regular fee during his absence. Moreover, if the musician returns to complete the tour, his transportation is paid for by the OSM.
- 25.15 A doctor must accompany the orchestra on tours outside Canada and the United States.
- 25.16 There cannot be more than eight (8) tour weeks in a contract year and the duration of a tour cannot exceed four (4) weeks. These limits may, however, be exceeded to permit a tour outside North America, as long as seventy-five percent (75%) of the musicians vote their agreement.

### Services

- 25.17 A complete work week on tour consists of a maximum of six (6) services. These six (6) services may be six (6) concerts if the number of tour moves does not exceed four (4) in the relevant week; otherwise the number of concerts is limited to five (5).
- The maximum number of services in a complete week on tour may be increased to seven (7) if the musicians stay in the same place of accommodation for at least two (2) consecutive nights and receive at least two (2) days off during that week. However, in a tour lasting more than a week, there cannot be more than one week of seven (7) services per two (2) weeks on tour.
- 25.18 a) If a tour lasts a week or more, each concert given on tour which does not fall within a complete week on tour gives rise to a half-hour reduction in the musicians' work week.

- b) If a tour lasts less than a week, each concert given on tour gives rise to a one-hour reduction in the musicians' work week.
  - c) The reduction stipulated in subparagraph a) or b) may be applied to any work week affected by the tour in question, or to the work week preceding or following the tour.
- 25.19 Whenever possible, the tour repertoire is rehearsed or played in concert during the month preceding the tour.
- Only the tour repertoire may be rehearsed during a tour, subject to the following exception. In a tour of more than fourteen (14) days' duration, one (1) rehearsal may be devoted to music other than the tour repertoire if that other music is played in concert within seven (7) days of the return from the tour, under the same conductor.
- 25.20 a) Every rehearsal must end at least two and a half (2½) hours before the beginning of a concert.
- b) Notwithstanding subparagraph a), the OSM may hold an acoustical rehearsal under the following conditions:
- such a rehearsal is limited to determining orchestra lay-out or evaluating and adjusting acoustics, and does not involve rehearsal of a musical work, except in unforeseen circumstances due to "force majeure";
  - such a rehearsal is limited to a duration of fifteen (15) minutes or, in exceptional cases arising from "force majeure", thirty (30) minutes;
  - such a rehearsal takes place one (1) hour before the concert starts or, with the tour committee's consent, one hour and fifteen minutes (1 hr 15 mins) before the concert starts.
  - such a rehearsal is always compensated, at the OSM's discretion, in time or money. If in time, the OSM reduces the same work week for the musicians by twice (200%) the duration of the acoustical rehearsal; if in money, it pays each musician the rate stipulated in paragraph 22.02.
- 25.20.1 A tour move, a rehearsal and a concert cannot all occur on the same day except under the following conditions:
- it can happen once per complete tour week, but never on two (2) consecutive days;
  - the travel time and, where applicable, all other transportation time on that day cannot exceed four (4) hours;
  - the duration of the rehearsal cannot exceed one and a half (1½) hours;
  - the rehearsal is devoted to a work with a soloist.

**Regular days off**

- 25.21 During a tour, the two (2) regular days off under subparagraph 15.04 a) are set by the OSM in conformity with the rules set forth in paragraphs 25.22 to 25.26.
- 25.22 A musician on tour is entitled to at least one (1) regular day off during each work week.
- This regular day off may be set, where applicable, in the part of the week during which the musician is not on tour.
- 25.23 During a tour, there can be no more than six (6) consecutive days without a regular day off.

- 25.24 During a tour outside North America and the Caribbean, the musician is entitled to at least one (1) regular day off before the first service, unless the application of paragraph 25.28 means there is no service on the day after arrival.
- 25.25 a) After any tour of five (5) to thirteen (13) days' duration, the musician is entitled upon return to one (1) additional regular day off.
- b) After any tour of fourteen (14) to twenty (20) days' duration, the musician is entitled upon return to two (2) additional regular days off.
- c) After a tour of twenty-one (21) or more days' duration, the OSM schedules one of the six (6) unpaid inactive weeks provided for in paragraph 15.01 upon return. Failing that, the musician is entitled to three (3) additional regular days off.
- 25.26 Regular days **off** and additional regular days off accumulated by the musician during a tour, which are not taken during the tour, are set by the OSM such that they ~~are~~ taken after the return within a period not exceeding the duration of the tour.
- 25.27 A tour move cannot take place during a regular day off, except because of a flight cancellation or delay. In such a case, the affected regular day off is postponed by the OSM to a later date, if possible during the same season.

#### **Recovery – Availability**

- 25.28 After any travel time during an out-of-town service or a tour, and after travel time due to a tour move, the musician is entitled to a recovery period equal in duration to the travel time, before making himself available. Such recovery time cannot be concurrent with a regular day off.
- Notwithstanding the preceding clause, if recovery time is not given to the musician upon his arrival at the place of accommodation, the recovery period stipulated above is increased by the amount of time that passes before the musician returns to the place of accommodation and can begin his recovery period.
- 25.28.1 No service is held on a day when travel time due to a tour move and, as applicable, travel time associated with a run-out on tour exceeds six (6) hours.
- 25.29 During a tour or out-of-town service, when there is an evening service, the musician is entitled to a recovery period of at least ten (10) hours' duration following the return to the place of accommodation, before making himself available again.
- 25.30 During a tour or out-of-town service, the OSM cannot require a musician to be available before 9:00 AM.
- 25.31 Notwithstanding paragraphs 25.29 and 25.30, the OSM may require that a musician make himself available as **of** 6:30 AM when availability and scheduling of a public carrier **make** such availability necessary. In that case, the trip or tour move is deemed to have begun at 9:00 AM for the purposes of the rest of this article.

#### **Run-out on tour**

- 25.32 A run-out on tour is subject to the following conditions:
- a) the total travel time attributable to the tour and the run-out, as applicable, must not exceed six (**6**) hours;

- b) the maximum duration of the run-out on tour is nine (9) hours, between the departure time from the place of accommodation and the time of return to the same place.
- c) the musician must arrive at the site of the concert at least a half (1/2) hour before the concert starts;
- d) if there is a rehearsal, its duration does not exceed one and a half (1 1/2) hours.

**Transport by bus**

- 25.33 The OSM uses safe, comfortable, high-quality tour buses equipped with heating and air conditioning systems, toilets if available, luggage compartments and a seat for every musician.
- 25.34 During a bus trip, there is a twenty (20) minute stop after every travel period of two (2) hours. For any trip of four (4) or more hours' duration, there is a one (1) hour meal stop.
- The total duration of a bus trip cannot exceed six (6) hours, excluding the meal if there is one.

**New York City**

- 25.35 Once per calendar year, the OSM may, notwithstanding any contrary stipulation in this article, organize a **trip** to New York City according to the following schedule and conditions:
- Departure from the principal place of work after 7:00 AM Saturday;
  - Musicians' accommodations, rehearsal and concert in Manhattan;
  - One-and-a-half (1 1/2) hour rehearsal Saturday afternoon;
  - Concert Saturday evening;
  - If there is a rehearsal Sunday, the rehearsal takes place after 10:00 AM, lasts one and a half (1 1/2) hours and is devoted to a work with a soloist;
  - Concert Sunday afternoon;
  - Flight leaving New York City before 10:00 PM Sunday.

If there is a rehearsal Sunday morning, it counts as a service and also gives rise:

- to the payment of monetary compensation equal to the amount payable under article 22 for a supplementary service, and
- to a time compensation of one service during the same work week or one of the three following weeks.

This paragraph applies retroactively as of October 23, 1998; however, the stipulated time compensation is paid for instead at the supplementary service rate.

**ARTICLE 26 – ANNUAL VACATION**

- 26.01 a) Every tenured or probationary musician is entitled to a paid vacation period whose duration is determined on the basis of seniority on August 31 of the contract year preceding the one in which the vacation will be taken, calculated as follows:

<b>Seniority on August 31</b>	<b>Weeks of Vacation</b>
- less than 5 years	4
- 5 years or more, but less than 15 years	5
- 15 years or more, but less than 20 years	6
- 20 years or more	7

For the purposes of this subparagraph, any musician engaged between September 1 and December 31 is deemed to have been engaged on September 1.

- b) Any musician who does not come under the terms of subparagraph a) and who is engaged for more than twenty-six (26) weeks during a contract year is entitled to two (2) weeks of paid vacation during that year.
  - c) Apart from the vacation to which he is entitled under subparagraph a) or b), every musician in a string section is entitled to one (1) additional week of paid vacation.
- 26.02 a) The OSM determines the date on which each musician starts his vacation, taking into account the musician's seniority and preferences as well as the needs of the orchestra.
- b) Notwithstanding subparagraph a), two (2) consecutive weeks of vacation must be set for the Christmas and New Year's Day period.
  - c) In all cases, the OSM informs the musician of the starting date of his vacation by written notice at least eight (8) weeks in advance.
- 26.03 A musician who goes on unpaid leave during a contract year is entitled to the paid vacation weeks stipulated in paragraph 26.01 in the same proportion that his number of weeks worked represents when compared to the forty-six (46) weeks of the working year. For the purposes of this calculation, the weeks of paid vacation to which the musician is entitled are counted as weeks worked. Any fraction of a week resulting from this calculation is rounded up to a full week if the fraction is a half or more.
- 26.04 Every musician receives the pay for his vacation period as part of the pay remittance immediately preceding his departure on vacation.
- 26.05 A musician prevented from taking his vacation on the scheduled date by an illness or accident occurring before the vacation period begins may postpone the vacation to a later date. He must, however, notify the OSM to this effect before the date on which his vacation is scheduled to begin. The OSM determines the new vacation period after the musician's return, taking the musician's preferences into account.
- 26.06 a) Except with the OSM's prior consent, a musician may not carry over more than one (1) vacation week from one year to the next.
- b) Any vacation balance which is neither used nor carried over by the musician is paid on August 31.
  - c) Each week during which all the musicians are on vacation is deemed to contain eight (8) services. If, during the weeks a musician is on vacation, the average number of services is less than eight (8), the difference is carried over to the next year under subparagraph a) or paid to the musician under subparagraph b).

#### **ARTICLE 27 – SERVICE LEAVE**

- 27.01 a) Every musician in a string section is entitled to eight (8) service leaves per contract year.
- Four (4) of these service leaves are chosen by the musician. The musician must make a request for such a service leave to the OSM's personnel manager at least six (6) weeks in advance, and the OSM cannot refuse the leave unless granting it would unduly hamper the orchestra's activities.

The other four (4) service leaves are set by the OSM, which notifies the musician thereof at least ten (10) days in advance.

- b) Every other musician is entitled to sixteen (16) service leaves per contract year.

Six (6) of these service leaves are chosen by the musician. The musician must make a request for such a service leave to the OSM's personnel manager at least six (6) weeks in advance, and the OSM cannot refuse the leave unless granting it would unduly hamper the orchestra's activities.

The other ten (10) service leaves are set by the OSM, which notifies the musician thereof at least ten (10) days in advance.

- c) A musician who goes on unpaid leave during a contract year is entitled, in the same year, to the service leaves stipulated in subparagraph a) or b), as the case may be, in the same proportion that his number of weeks worked represents when compared to the forty-six (46) weeks of the working year.

- 27.02 Service leaves cannot be applied to opera performance services.

However, the OSM exempts the musicians from opera services on an equitable basis, if possible exempting each musician from one (1) opera per year.

- 27.03 If at the end of a contract year a musician has not used all his service leaves, he receives one eighth (1/8) of his regular fee per unused service leave.

### ARTICLE 28 – UNPAID LEAVE

- 28.01 During the fifteen (15) days following an audition announcement by the OSM, any tenured musician in the orchestra may submit a written request to the OSM for an unpaid leave of no more than two (2) weeks' duration to prepare for the audition. The OSM cannot refuse the request without a valid reason.

When the number of these requests is such that the OSM cannot grant them all, the OSM grants the requests of the musicians with the most seniority, up to the following numbers per section:

- First and second violins: three (3)
- Violas, cellos: two (2)
- Other sections: one (1)

- 28.02 A musician may take an unpaid leave by submitting a written request to the OSM, which cannot refuse the leave without a valid reason.

- 28.03 Any musician with seven (7) or more years of seniority may take an unpaid leave of a duration between six (6) months and one (1) year, by giving the OSM at least nine (9) months' advance notice thereof in writing, and indicating what use he plans to make of the unpaid leave.

- 28.04 A musician who takes an unpaid leave under paragraph 28.03 to occupy a full-time chair in another orchestra must make an advance payment to the OSM calculated according to his seniority as follows:

- 7 to 14 years of seniority: \$200 per whole year of seniority;
- more than 14 and less than 25 years of seniority: \$150 per whole year of seniority;
- 25 years or more of seniority: \$100 per whole year of seniority.

Any sum thus paid to the OSM is deposited by it in a trust account. If at the end of his unpaid leave the musician does not return to the orchestra for a period at least as long as his unpaid leave, the sum paid by the musician, as

well as any accrued interest, is remitted to the Musicians' Committee. Otherwise, the OSM remits the principal and interest to the musician at the end of the period during which he was obliged to remain with the orchestra following his return.

- 28.05 The unpaid leaves provided for in paragraphs 28.02 and 28.03, and the sabbatical leave provided for in article 29, cannot result in the absence of more than one (1) musician per section or the absence of more than three (3) musicians from the orchestra. For the purposes of applying these restrictions, the sabbatical leaves provided for in article 29 take priority over unpaid leaves. Furthermore, requests for sabbatical and unpaid leaves are decided upon in light of the orchestra's needs and the seniority of the musicians making the requests.

#### **ARTICLE 29 – SABBATICAL LEAVE**

- 29.01 A musician who has at least seven (7) years of seniority may take a sabbatical leave of between six (6) months' and one (1) year's duration under the following conditions.
- 29.02 A musician who wishes to take a sabbatical leave must submit a written request to the OSM specifying the dates and purpose of the leave; the request must be submitted before December 15 of the season preceding the summer or winter season in which the musician proposes to begin his sabbatical leave.
- 29.03 a) The OSM may not refuse the musician's request without a valid reason. The reply to the musician's request for a sabbatical leave must be given to him in writing within sixty (60) days of the request; in case of refusal, the reasons must be indicated.
- b) The OSM's decision on whether to grant a request for sabbatical leave is based on the provisions of paragraph 28.04, the musician's seniority, the artistic consequences of his absence, the orchestra's needs as regards programming and activities, and the possibility of replacing the musician if the OSM considers it necessary.
- 29.04 During a musician's sabbatical leave, he receives fifty percent (50%) of his regular fee. However, the OSM pays the retirement fund one hundred percent (100%) of the contribution stipulated under paragraphs 35.01 and 35.02 as if the musician were receiving one hundred percent (100%) of his regular fee.
- 29.05 During a musician's sabbatical leave, he must engage in continuing education, or research, or musical studies, or a concert series as a soloist or ensemble member, or a mixture of such activities, in a manner likely to enhance the reputation of the OSM. He cannot, however, play with another symphony orchestra.
- 29.06 After returning from his sabbatical leave, a musician must stay with the orchestra for a period whose duration is three times that of the sabbatical leave. Failing that, he must repay the OSM a proportion of the funds received during his leave equal to the proportion of the period in which he was supposed to stay with the orchestra, but did not.

#### **ARTICLE 30 – BENEFIT LEAVE**

- 30.01 In the event of the death or serious illness of an immediate family member, a musician may absent himself, without loss of pay or other benefits, for a maximum of five (5) days. If the musician must travel more than five hundred (500) kilometers from Montreal, the maximum is seven (7) days.

The musician may request an additional leave of absence without pay. Such a request cannot be refused without serious reasons.

- 30.02 a) A pregnant musician is entitled to a paid leave of up to eleven (11) weeks' continuous duration, which cannot begin before the sixteenth week preceding her scheduled delivery date. At the end of those eleven (11) weeks, the same musician may take an additional unpaid leave of at most ten (10) weeks' duration.
- b) A musician who is the father of a newborn infant is entitled to a two (2) week paid leave. At the end of those two (2) weeks, he may take an additional leave of up to two (2) weeks' duration, paid at fifty percent (50%) of his regular fee. During this latter leave, the OSM pays the retirement fund one hundred percent (100%) of the contribution stipulated under paragraphs 35.01 and 35.02 as if the musician were receiving one hundred percent (100%) of his regular fee.
- 30.03 a) A female musician who adopts a child who is not yet of school age, other than the child of her spouse or common-law spouse, is entitled to a four (4) week paid leave.
- b) A male musician who adopts a child who is not yet of school age, other than the child of his spouse or common-law spouse, is entitled to the leave provided for under subparagraph 30.02 b).
- 30.04 a) Any musician who is prevented from fulfilling his obligations to the OSM by illness or an accident continues to receive his regular fee and, as applicable, his seniority premium for up to fifteen (15) weeks per contract year.
- b) Subparagraph a) can apply to a single illness or accident for a maximum of two (2) consecutive contract years, after which the musician must return to work for at least fifteen (15) weeks before receiving the same benefits again.

#### **ARTICLE 31 – PLAYING CONDITIONS**

- 31.01 Except for the parties' representatives and the orchestra's administrative personnel, no one is permitted to attend a rehearsal. However, the artistic director or conductor may, after consulting the Musicians' Committee, allow certain listeners to attend the last rehearsal before a concert.
- If the preceding clause is violated, the rehearsal is deemed to be a concert.
- 31.02 The OSM takes all reasonable steps to ensure safe and comfortable playing conditions for the musicians.
- When playing conditions are difficult, the OSM consults the Musicians' Committee on ways to lessen ill effects.
- The musicians may refuse to play without loss of pay in temperatures above 28 or below 20 degrees Celsius.
- 31.03 Lighting intensity on the music stands must be at least twenty (20) foot-candles. Music-stand lights must be available and usable for all services outside the principal place of work, unless the Musicians' Committee judges the lighting on-site to be adequate.
- 31.04 Musicians are entitled to:
- comfortable chairs;
  - decent and appropriate dressing rooms and hall;
  - storage facilities for instruments, unlocked one (1) hour before each service at the principal place of work;



- lockers and a changing area accessible at all times.
- 31.05 The OSM supplies the musicians with entry passes to the principal place of work. Musicians have access to the principal place of work or any other service location at least half an hour before and after each service.
- 31.06 For every concert and rehearsal outside the principal place of work, the OSM supplies crates and other containers for instrument transport, and sees to the instruments' safety. The OSM also takes appropriate steps to make sure the instruments are guarded.

### **ARTICLE 32 – DRESS CODE**

- 32.01 Musicians must adhere to the following dress code:
- **Winter Season:** Men wear a formal evening suit, a white vest or white or black cummerbund, a white bow tie and black shoes and socks; women wear a black evening gown with long or three-quarter sleeves and black shoes.
  - **Summer Season:** Men wear black tuxedo pants, a white shirt, white jacket, black bow tie and black shoes and socks; women wear a long black skirt, a white blouse with long or three-quarter sleeves and black shoes.
- 32.02 Notwithstanding paragraph 32.01, for performances given in the orchestra pit, as well as afternoon concerts and educational concerts, the dress code is as follows:
- men wear a dark suit and tie, a white shirt and black shoes and socks;
  - women wear a black dress or skirt long enough to cover the knees when in a sitting position, or black pants, and a blouse with long or three-quarter sleeves, either black or white with a black jacket.
- 32.03 The summer dress code under paragraph 32.01 and under paragraph 32.02 is only compulsory when there is adequate air conditioning. During outdoor concerts or when the air conditioning is judged inadequate by the Musicians' Committee, musicians may wear a jacket and short-sleeved shirt, without a vest or bow tie.
- 32.04 Notwithstanding paragraphs 32.01 to 32.03, the OSM and the Musicians' Committee may agree on a different dress code for special events.
- 32.05 **If a musician violates the applicable provisions of paragraphs 32.01 to 32.04, the conductor or personnel manager may take one of the following measures:**
- a) Refuse to let the musician participate in the concert and reduce his regular fee by one eighth (%), remitting the amount of the reduction to the Orchestre symphonique de Montréal Musicians' Association;
  - b) Permit the musician to participate in the concert and reduce his regular fee and any additional pay, if applicable, by one thirty-second ( $\frac{1}{32}$ ), remitting the amount of the reduction to the Orchestre symphonique de Montréal Musicians' Association.
- 32.06 Every three (3) months, if necessary, the personnel manager submits a report to the Orchestre symphonique de Montréal Musicians' Association stating dress code violations and the resulting monetary penalties.

### **ARTICLE 33 – PRESENCE – LATENESS**

- 33.01 The musician must be backstage and ready to play ten (10) minutes before the scheduled starting time for a concert or rehearsal.

- 33.02 If a musician is late and cannot invoke reasons beyond his control (“force majeure”), the OSM may reduce his pay for the relevant service as follows:
- twenty percent (20%) of the regular service fee for the first fifteen (15) minutes of lateness and
  - ten percent (10%) of the regular service fee per subsequent fifteen (15) minutes of lateness, up to a total of one hundred percent (100%).
- 33.03 Amounts withheld by the OSM under paragraph 33.02 are remitted to the Orchestre symphonique de Montréal Musicians’ Association. At the association’s request, the OSM gives it a list of late arrivals and the resulting monetary penalties.
- 33.04 Every musician is required to be present from the beginning to the end of every rehearsal and concert, unless he receives contrary permission from the conductor or the personnel manager.

#### **ARTICLE 34 – MUSICIANS’ PARTICIPATION**

- 34.01 The Musicians’ Committee designates two musicians to serve on the committee created by the OSM to choose an artistic director.
- 34.02 The Musicians’ Committee designates two musicians to sit in as observers at meetings of the OSM’s board of directors.
- 34.03 The OSM facilitates the participation of the musicians designated under paragraphs 34.01 and 34.02.

#### **ARTICLE 35 – RETIREMENT FUND**

- 35.01 The OSM pays the retirement fund, which is the American Federation of Musicians and Employers Pension Welfare Fund (Canada), a sum equal to six percent (6%) of the basic fee and, where applicable, of the seniority premium of every musician who plays for the orchestra.
- 35.02 The OSM also pays the same retirement fund, each year, a sum equal to two percent (2%) of the basic fee and, where applicable, the seniority premium of every tenured and probationary musician.
- 35.03 In return for the payment stipulated in paragraph 35.02, the tenured and probationary musicians agree to participate, at the OSM’s request, in two (2) benefit concerts per year as well as two (2) rehearsals per benefit concert.
- There is no payment for this participation, subject to the following conditions:
- a benefit concert cannot entail a run-out;
  - the rehearsals can only involve the benefit concert repertoire;
  - the duration of a benefit concert or any rehearsal attributable thereto remains in compliance with the provisions of article 16 of this agreement and cannot entail overtime.

#### **ARTICLE 36 – MUSIC LIBRARIAN’S WORKING CONDITIONS – MANAGEMENT OF SCORES**

##### **Music Librarian**

- 36.01 The music librarian is a musician for the purposes of this agreement, subject to the provisions that follow.
- 36.02 The music librarian’s regular work schedule is thirty-five (35) hours per week and is set by the personnel manager.
- Notwithstanding paragraph 22.02, the hourly overtime rate for the music librarian is one hundred and fifty percent (150%) of his regular hourly rate.

- 36.03 The music librarian may be called upon to help the personnel manager with the following administrative tasks:
- maintaining the musicians' attendance register;
  - running auditions.
- 36.04 The parties may provide by letter of agreement for separate conditions which apply to the music librarian's specific work.

#### **Management of Scores**

- 36.05 Scores are made available at least two (2) weeks before the first rehearsal of a given work.
- 36.06 Any score in the orchestra's music library may be lent to the members of the orchestra on request.
- 36.07 Musicians can pick up the requested scores in the spaces provided for that purpose.

### **ARTICLE 37 – GRIEVANCE PROCEDURE**

- 37.01 In the interest of settling any disagreement concerning the interpretation and application of this collective agreement as promptly as possible, the parties abide by the procedure set forth in this article.
- 37.02 Only the signatory parties to this agreement, the Guild and the OSM, may file a grievance.
- The Guild may file a grievance on its own behalf or on behalf of a musician or group of musicians. Any member of the Musicians' Committee may file a grievance in the name of the Committee.
- 37.03 Every grievance must be transmitted to the other party in the six (6) months following the event giving rise to it, or following knowledge of that event.
- 37.04 A joint committee is established, consisting of one (1) member named by the Guild, one (1) member named by the Musicians' Committee and two (2) members named by the OSM.
- 37.05 The mandate of the joint committee is:
- to **try** to settle any grievance filed under this article;
  - to prevent or resolve any other disagreement which might affect relations between the parties to this collective agreement or among the OSM's musicians.
- 37.06 The joint committee meets:
- in the twenty-one (21) days following the filing of a grievance, or
  - in the twenty-one (21) days following a request for a meeting from one of its members.
- 37.08 Any conclusion regarding a grievance, adopted unanimously and set down in writing by the joint committee's four (4) members, binds the parties and, where applicable, the musician(s) concerned.

### **ARTICLE 38 – ARBITRATION**

- 38.01 Unless a grievance is settled under paragraph 37.07 or by any other written agreement between the parties, the filing party may refer it to arbitration by giving written notice thereof to the other party within three (3) months of the date the grievance was filed.
- 38.02 A party may also refer to arbitration any disagreement concerning the interpretation or application of a grievance settlement reached under paragraph

- 37.07 or by written agreement between the parties. Written notice of the arbitration must be transmitted to the other party in the three (3) months following the event that gives rise to the disagreement, or following knowledge of that event.
- 38.03 Every grievance and every disagreement contemplated in paragraph 38.02 becomes the subject of arbitration involving an arbitrator named by the Guild and the OSM or, failing a consensus, named by the chief justice of the Labour Tribunal at the request of either party.
- The parties may agree to name one assessor each to assist the arbitrator
- 38.04 Subject to the provisions of this article, the arbitrator is governed by articles 940 and following of the **Code of Civil Procedure**.
- 38.05 After consulting the parties, the arbitrator sets the date, time and place of the arbitration hearings.
- 38.06 The arbitrator duly presides over the hearings on the grievance, applying the rules of procedure and evidence that he considers appropriate. He must give both parties a chance to present their cases.
- 38.07 At the request of a party or on his own initiative, the arbitrator may call a witness. He may impose an oath or solemn affirmation and administer it to the witness, and he may ask questions he considers relevant.
- 38.08 At the request of a party or on his own initiative, the arbitrator may visit a location relating to the grievance or disagreement over which he has authority. In such a case, he must invite the parties to accompany him.
- 38.09 The arbitrator must render a decision based on the evidence gathered at the hearings.
- In cases of contract non-renewal for musical reasons and cases involving disciplinary measures, only the reasons invoked in the notices given under articles 12 and 13, respectively, may be invoked in arbitration.
- 38.10 In the exercise of his functions, the arbitrator may:
- a) interpret a law or regulation to the extent it is necessary to do so in deciding on the grievance or disagreement;
  - b) grant or reject the claim, in whole or in part, and determine the compensation he considers appropriate;
  - c) set the amount owed under his decision;
  - d) order the payment of damages;
  - e) order the payment of interest at the rate set under article 28 of the **Act Respecting the Ministère du Revenu (R.S.Q. chap. M-31)**, calculated from the date the grievance was filed, or from the date the arbitration notice was transmitted to the other party concerning the disagreement under paragraph 38.02;
  - f) in the case of a disciplinary measure, confirm, modify or set aside the OSM's decision, according to whether it is reasonable in light of all the circumstances of the matter.
- 38.11 No grievance or arbitration notice may be rejected or declared null due to a formal defect or procedural irregularity. However, the delays stipulated in paragraphs 37.03, 38.01 and 38.02 apply without exception.
- A grievance or arbitration notice given under paragraph 38.02 may be amended at any time before being taken under advisement, as long as the amendment does not change its nature.

- 38.12 The arbitrator's decision must be in writing and give reasons for its conclusions. It must be rendered within three (3) months of the last arbitration hearing. If it is rendered outside this delay, however, that fact alone does not nullify the decision.
- 38.13 The arbitrator's decision is final and binding on the parties and the musician. At all times before the final decision, the arbitrator may render any interim or interlocutory decision he considers appropriate to protect the rights of the parties or the musician.
- 38.14 In his decision, the arbitrator may neither add to nor diminish nor modify this collective agreement or any other agreement concluded between the parties.
- 38.15 The arbitrator's expenses and fees are paid in equal shares by the parties.


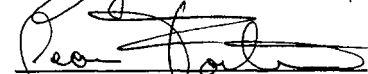
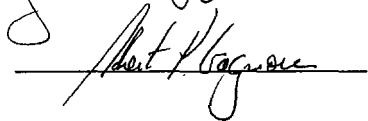
**ARTICLE 39 – DURATION OF THE AGREEMENT –  
RETROACTIVITY**


- 39.01 This collective agreement comes into force on the day of its signature and expires on August 31, 2002.  
Either party may give the other a written notice of negotiation for the renewal of this collective agreement **as** of the one-hundred-and-twentieth (120th) day preceding its expiry.
- 39.02 Notwithstanding its expiry, this collective agreement continues to apply until a new collective agreement comes into force.
- 39.03
  - a) This agreement has retroactive effects as expressly stated by it.
  - b) Any amount owed to a musician before the coming into force of this collective agreement, calculated by reference to the minimum fee under the previous collective agreement, is readjusted by reference to the basic fee retroactive to September 1, 1998, as provided for in paragraph 21.01 of this collective agreement.
- 39.04 The OSM makes a lump-sum payment of:
  - a) \$1,000 to each musician who was entitled to be paid during at least twenty (20) weeks of the 1996-1997 contract year;
  - b) \$1,000 to each musician who was entitled to be paid during at least twenty (20) weeks of the 1997-1998 contract year.

In witness whereof, the parties have signed at Montreal, this 10th day of February, 1999.

**MUSICIANS' GUILD  
OF QUEBEC**

**ORCHESTRE SYMPHONIQUE  
DE MONTRÉAL**

  
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**ANNEX 1**  
**Titled Chairs**

Concertmaster	Principal clarinet
Associate concertmaster	Associate principal clarinet
1st assistant in the first violin section	2nd clarinet
2nd assistant in the first violin section	Bass clarinet
	Principal bassoon
Principal second violin	Associate principal bassoon
Associate second violin	2nd bassoon
1st assistant in the second violin section	Double bassoon
2nd assistant in the second violin section	
	Principal French horn
Principal viola	Associate principal French horn
Associate viola	2nd French horn
1st assistant in the viola section	3rd French horn
2nd assistant in the viola section	4th French horn
	Principal trumpet
Principal cello	Associate principal trumpet
Associate cello	2nd trumpet
1st assistant in the cello section	Trumpet
2nd assistant in the cello section	
	Principal trombone
Principal double bass	2nd trombone
Associate in the double bass section	Bass trombone
	Tuba
Principal flute	Principal timpani
Associate principal flute	Associate principal timpani
2nd flute	Principal percussionist
Piccolo	Percussion section (1 chair)
	Principal harp
Principal oboe	
Associate principal oboe	
2nd oboe	
English horn	

## ANNEX 2

### Chairs **Occupied at All Times** by **Tenured** or Probationary Musicians

Concertmaster	Principal clarinet
Associate concertmaster	Associate principal clarinet
1st assistant in the first violin section	2nd clarinet
2nd assistant in the First violin section	Bass clarinet
First violin section (12 chairs)	
	Principal bassoon
Principal in the second violin section	Associate principal bassoon
Associate in the second violin section	2nd bassoon
1st assistant in the second violin section	Double bassoon
2nd assistant in the second violin section	
Second violin section (10 chairs)	Principal French horn
	Associate principal French horn
Principal viola	2nd French horn
Associate in the viola section	3rd French horn
1st assistant in the viola section	4th French horn
2nd assistant in the viola section	
Viola section (8 chairs)	Principal trumpet
	Associate principal trumpet
Principal cello	2nd trumpet
Associate in the cello section	Trumpet
1st assistant in the cello section	
2nd assistant in the cello section	Principal trombone
Cello section (6 chairs)	2nd trombone
	Bass trombone
Principal double bass	
Associate in the double bass section	Tuba
Double bass section (4 chairs)	
	Principal timpani
Principal flute	Associate principal timpani
Associate principal flute	Principal percussionist
2nd flute	Percussion section (1 chair)
Piccolo	
	Principal harp
Principal oboe	
Associate principal oboe	
2nd oboe	
English horn	

**ANNEX 3**  
**LETTER OF AGREEMENT**

**BETWEEN: THE MUSICIANS' GUILD OF QUEBEC** (the "Guild")

**AND: THE ORCHESTRE SYMPHONIQUE DE MONTRÉAL** (the "OSM")

**RE: Consultation Regarding Work Schedule**

**WHEREAS** the parties recognize that beyond the specific obligations they must fulfill under the collective agreement, it is helpful for them to exchange points of view in a consultative framework on the elaboration of a work schedule for the musicians;

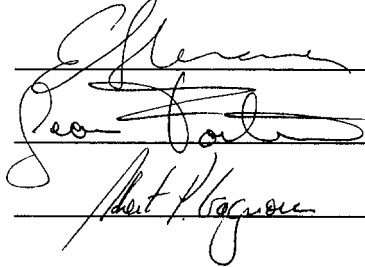
**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The OSM consults the Musicians' Committee on the proposed winter and summer season schedules to be transmitted to the musicians under the collective agreement.


As part of this consultation, the parties discuss the steps and adjustments that are likely to prevent unduly heavy schedules and ensure a better distribution of the workload.

In witness whereof, the parties have signed at Montreal, this 10th day of February, 1999.

**MUSICIANS' GUILD  
OF QUEBEC**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ORCHESTRE SYMPHONIQUE  
DE MONTRÉAL**

  
\_\_\_\_\_  
\_\_\_\_\_



**ANNEX 4**

**LETTER OF AGREEMENT**

**BETWEEN: THE MUSICIANS' GUILD OF QUEBEC** (the "Guild")

**AND: THE ORCHESTRE SYMPHONIQUE DE MONTRÉAL** (the "OSM")

**RE: Improvement of the OSM's Financial Situation**

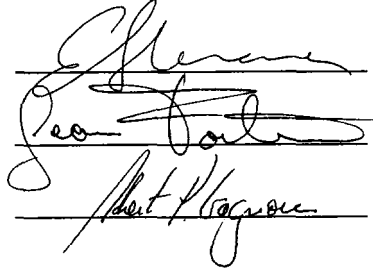
1. With the aim of helping the OSM improve its financial situation and of ensuring the future of the orchestra and the preservation of its excellence, the musicians commit themselves to furnishing the OSM, at no cost, with at least two thousand (2000) hours of participation in its fundraising activities in the two (2) years that follow the signature of the collective agreement.

These activities are discussed and managed jointly by the OSM and by the Musicians' Committee, which represents the Guild and the Orchestre symphonique de Montréal Association. The activities may take different forms according to the musicians' talents and interests, and according to the methods preferred by the parties, but they exclude the musicians' usual work activities, such as concerts and rehearsals, and musical performances in general.

2. The OSM and the Musicians' Committee, which represents the Guild and the Orchestre symphonique de Montréal Musicians' Association, agree to collaborate on the creation of an OSM fundraising committee involving their participation and the participation of various levels of government as well as the business community.

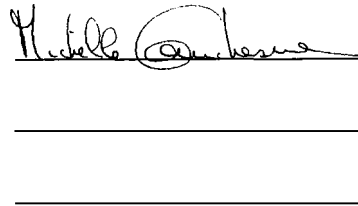
In witness whereof, the parties have signed at Montreal, this 10th day of February 1999.

**MUSICIANS' GUILD  
OF QUEBEC**



Three handwritten signatures are written over three horizontal lines. The signatures are in cursive and appear to be: 1. A signature starting with 'G'. 2. A signature starting with 'J'. 3. A signature starting with 'M'.

**ORCHESTRE SYMPHONIQUE  
DE MONTRÉAL**



A single handwritten signature is written over the first horizontal line. The signature is in cursive and appears to be: 'Michelle Gauthier'. Below this line are two more empty horizontal lines.

**ANNEX 5**

**LETTER OF AGREEMENT**

**BETWEEN: THE MUSICIANS' GUILD OF QUEBEC** (the "Guild")

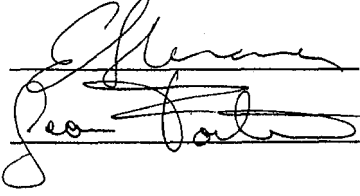
**AND: THE ORCHESTRE SYMPHONIQUE DE MONTRÉAL** (the "OSM")

**RE: Discussions Regarding a New Program of Disability Protection**


1. The parties agree to resume discussions as soon as possible on the program of disability protection provided for in paragraph 30.04 of the collective agreement, with the aim of creating, if possible, a new program of protection which offers the musicians protection that is at least equivalent, and perhaps superior, at a lower cost to the OSM and the musicians, in light of the insurance coverage the musicians now pay for themselves to secure protection against long-term disability.

In witness whereof, the parties have signed at Montreal, this 10th day of February, 1999.

**MUSICIANS' GUILD  
OF QUEBEC**

  
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**ORCHESTRE SYMPHONIQUE  
DE MONTRÉAL**

  
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