Section locale 406 de l'AFM

LETTER OF AGREEMENT

Between: **LA GUILDE DES MUSICIENS ET MUSICIENNES DU QUÉBEC** a lawfully constituted professional union, having its principal place of business at 5445, av. De Gaspé, bureau 1005 Montreal, (Québec), H2T 3B2.

Hereinafter referred to as the **"GMMQ"**

And: **ATTILA GLATZ CONCERT PRODUCTIONS INC.,** a corporation with a place of business at 65 Harbour Square Suite 1802, Toronto (Ontario), M5J 2L4.

Hereinafter referred to as **"ATTILA GLATZ"**

THE PARTIES OF THIS LETTER OF AGREEMENT AGREE TO THE FOLLOWING:

ARTICLE 1 OBJECT OF THE AGREEMENT

1.1 This letter of agreement is entered into pursuant to the *Act respecting the professional status of artists in the visual arts, film, the recording arts, literature, arts and crafts and the performing* arts, R.S.Q., c. S-32.1 (hereinafter the "Act"), following the recognition granted to the GMMQ by the *Commission de reconnaissance des associations d'artistes* in its decision of November 25, 1991.

1.2 The purpose of this letter of agreement is to set out the remuneration and other working conditions relating to the musical performances on stage provided by all musicians whose services are retained by ATTILA GLATZ.

1.3 It is understood that the musician is free to negotiate remuneration or more advantageous working conditions than those provided for in this letter of agreement.

ARTICLE 2 RECOGNITION

2.1 Under the law, the GMMQ represents all professional musicians, whether they are members of the organization or not.

2.2 Attila Glatz recognizes the GMMQ as the sole negotiating agent to represent musicians in the negotiation of this letter of agreement and its application.

ARTICLE 3 RULES OF INTERPRETATION

3.1 The letter of 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 4 GENERAL CONDITIONS

4.1 Attila Glatz recognizes that any request for derogation from this letter of agreement must be made in writing and sent to the GMMQ. Any exemption must be agreed with the GMMQ and is subject to the grievance procedure provided for in *the Minimum Working Conditions Applicable to Stage Performances and Background Music.*

ARTICLE 5 WORKING CONDITIONS

5.1 Attila Glatz agrees to fully apply the *Minimum Working Conditions Applicable to Stage Performances and Background Music* of the GMMQ (hereinafter "the conditions") in effect at the time of its productions, appended to this letter of agreement, subject to the following special provisions, which take precedence:

5.2 Unfavourable physical or climatic conditions

Attila Glatz agrees to:

a. Provide adequate seating, chairs, and padded stools of excellent quality, for all musicians.
b. Provide dressing rooms and washroom facilities for the musicians.
c. Allow the possibility for musicians to rehearse in the hall at least thirty (30) minutes before the start of the rehearsal and concert.
d. Individual plexiglass screens shall be available to musicians in the last row of the sections concerned to protect them from the decibels produced by the following instruments (including but not limited to): brass, woodwind, and percussion.
e. The musicians shall not be required to perform, without loss of pay, when the temperature on stage exceeds twenty-eight degrees Celsius (28°) or is below seventeen degrees Celsius (17°).

5.3 Scores must be available to musicians at least two (2) weeks before the first rehearsal of the program in question.

5.4 The contractor must provide a copy of this letter of agreement and the conditions to all musicians they hire for Attila Glatz.

5.5 In the absence of a musicians' committee, it is the contractor's responsibility to ensure that the conditions outlined in this agreement are respected in the physical work environment, such as at rehearsals, concerts, and during transportation provided by Attila Glatz.

5.6 Per diems and transportation costs if applicable will be reimbursed to the musicians directly by Attila Glatz. As such, the receipts for these costs will be collected directly from the musicians by Attila Glatz.

5.7 If travel is required for the engagement, musicians must be informed of the details and modes of such transportation when they are hired.

5.8 Attila Glatz can cancel a performance without monetary compensation under the condition that notice of such cancellation occurs no later than thirty (30) days before the date of the cancelled performance. If the performance is cancelled later than thirty (30) days before the date of the cancelled performance, the conditions for remuneration outlined in Article 9.2 of the Minimum Working Conditions in Appendix A of this document shall apply.

ARTICLE 6 LOGO OF THE GUILDE DES MUSICIENS ET MUSICIENNES DU QUÉBEC

6.1 Attila Glatz undertakes, for its productions in Québec, to display the logo of the *Guilde des musiciens et musiciennes du Québec* in concert or show programs, advertising posters and television commercials.

ARTICLE 7 TERM OF THE AGREEMENT

7.1 This letter of agreement takes effect on the date of its signature and expires on August 31st, 2026. Despite its expiry, this letter of agreement shall continue to apply until the conclusion of a new agreement.

7.2 One of the parties may give notice of its intention to undertake negotiations in writing and by registered letter within one hundred and twenty (120) days prior to the expiration of the letter of agreement.

The parties agree that this letter of agreement is an "arbitration" agreement made without any admission, particularly with regard to the negotiations or possible arbitration of the first collective agreement between Attila Glatz and the GMMQ and may not be used by anyone at any negotiating table or civil or administrative court whatsoever.

IN WITNESS WHEREOF, the parties have signed this letter of agreement on 06/25/2025, 2025.

GUILDE DES MUSICIENS ET MUSICIENNES DU QUÉBEC

Vincent Seguin, President

ATTILA GLATZ CONCERT PRODUCTIONS INC

Attila Glatz
Attila Glatz (Jun 25, 2025 16:19 EDT)

Andrea Warren, Vice President

APPENDIX A:

MINIMUM WORKING CONDITIONS APPLICABLE TO STAGE PERFORMANCES AND BACKGROUND MUSIC



MINIMUM WORKING CONDITIONS APPLICABLE TO STAGE PERFORMANCES AND BACKGROUND MUSIC (Thereafter "the conditions")

Effective until August 31st, 2026
(Amended March 14th, 2025)

This document establishes the minimum working conditions **suggested** by the GMMQ in the absence of any preceding collective agreement. Musicians are obliged to demand at least minimum scale and a musician may, at any time, negotiate a fee that is superior to those stipulated in this document. Wherever specific collective agreements exist, the minimum working conditions described in these collective agreements take precedence.

TO CONTACT US:

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TABLE OF CONTENTS

1. Recognition of *La GMMQ* 8

2. SCOPE AND DEFINITIONS OF THE ACT 8
   2.1 Scope of the Act 8
   2.2 Definitions of the Act 8
      2.2.1 Artist 8
      2.2.2 Producer 8
      2.2.3 Partnership or Legal Person 8
   2.3 Special Provision of the Act 8
      2.3.1 Conditions of Engagement 8

3. DEFINITIONS 8

4. GENERAL CONDITIONS OF REMUNERATION 12
   4.1 Calculation of Remuneration Rates 12
   4.2 Performance Duration 12
      4.2.1 Show or Concert 12
      4.2.2 Educational Concert 12
      4.2.3 Background Music 12
      4.2.4 Rehearsal 12
      4.2.5 Break 12
      4.2.6 Overtime 12
      4.2.7 Sound check 12
   4.3 Minimum Fees by Function 13
      4.3.1 Leader or conductor 13
      4.3.2 Concertmaster 13
      4.3.3 Contractor 13
      4.3.4 Music Librarian 13
      4.3.5 Signatory 13
      4.3.6 Arranger 13
      4.3.7 Orchestrator 13
      4.3.8 Copyist 13
      4.3.9 Concurrent Fees 13
      4.3.10 Payment of Fees 13
   4.4 Other Fees 14
      4.4.1 Outdoor Show or Concert 14
      4.4.2 Statutory Holidays 14
      4.4.3 Costumes and Make-up 14
      4.4.4 Strolling 14
   4.5 Instrument Doubling 14
      4.5.1 Applicable Rates 14
      4.5.2 Percussion Instrument Doubling 14
      4.5.3 Non-Remunerated Instrument Doubling 15

5. DECLARATION OF MUSICAL SERVICES 15
   5.1 Standard Contract 15
   5.2 Mandatory Information 15
   5.3 Distribution of Fees 15
   5.4 Signatory 15

6. REMITTANCES RELATED TO STANDARD CONTRACT 15
   6.1 Pension Fund 15
   6.2 Work Dues 15
   6.3 Work Permits 15

7. PRODUCER'S OBLIGATIONS 15
   7.1 Musician's Status 15

7.2 Filing of Standard Contracts and Related Remittances 16
7.3 Late Fees 16
7.4 Penalty 16

8. TRAVEL INDEMNITIES 16
8.1 Travel Distances 16
8.2 Travel Fees 16
8.3 Lodging 16
8.4 Meal Allowances 16
8.5 Instrument Transport 17

9 CANCELLATION, POSTPONEMENT AND REPLACEMENT 17
9.1 Musician Replacement 17
9.2 Performance Cancellation or Postponement 17
9.3 Cancellation Due to Illness 18

10. MISCELLANEOUS 18
10.1 Environment 18
10.2 Dressing Room 18
10.3 Recording and Remote broadcast 18
10.4 Musical sheet 18

11. GRIEVANCE PROCEDURE 18

12. PAY SCALES 22
12.1 Rehearsal (All Types of Engagements) 22
12.2 Background music 22
12.2.1 Occasional engagement 23
12.2.2 Regular engagement 23
12.3 Show or Concert 24
12.3.1 Symphony orchestra or orchestral ensemble 24
12.3.2 Chamber Music Ensemble 25
12.4 Any other musical formation 26
12.5 Educational Concerts 27
12.5.1 One (1) Educational Concert, Maximum Duration One (1) Hour 27
12.5.2 Two (2) Educational Concerts, Maximum Duration One (1) Hour Each, Presented within a Three (3)-Hour Time Limit 27
12.6 Miscellaneous 28
12.6.1 Wedding, Baptism, Funeral or other Ceremony 28
12.6.2 Other Rates 28
12.6.3 Copy, orchestration or arrangement 28

13. IMPLEMENTATION PERIOD 28

IN CASE OF DISCREPANCY BETWEEN THE FRENCH AND THE ENGLISH VERSIONS, THE FRENCH VERSION SHALL PREVAIL.

1. RECOGNITION OF *LA GMMQ*

La Guilde des musiciens et musiciennes du Québec (hereafter referred to as the "GMMQ") is an association recognized by virtue of the Act S-32.1, an Act respecting the Professional status and conditions of engagement of performing, recording and film artists, R.S.Q. c. S-32.1 (hereafter the "Act"), "to represent all artists who practice the art of instrumental music in all areas of artistic production including any person who sings while accompanying himself with a musical instrument as the instrumental part of his performance in the territory of the Province of Quebec, exclusive of all royalties."

2. SCOPE AND DEFINITIONS OF THE ACT

2.1 Scope of the Act

This Act applies to artists and to producers who retain their professional services in the following fields of artistic endeavor: the stage, including the theatre, the opera, music, dance and variety entertainment, multimedia, the making of films, the recording of discs and other modes of sound recording, dubbing, and the recording of commercial advertisements.
1987, c. 72, a. 1 ; 2004, c. 16, a. 6; 2022, c. 20, a. 2.

2.2 Definitions of the Act

2.2.1 Artist

For the purposes of this Act, an artist is a natural person who practices an art on his own account and offers his services, for remuneration, as a creator or performer in a field of artistic endeavor referred to in article 1.1. 2009, c. 32, a.1; 2022, c. 20, a. 3.

2.2.2 Producer

"Producer" means a person or partnership who or which retains the services of artists in view of producing or presenting to the public an artistic work in a field of endeavor contemplated in article 2.1. 1987, c. 72, s. 2; 1987, c. 72, a. 2 ; 2009, c. 32, a. 2; 2015, c. 15, a. 225; 2022, c. 20, a. 4.

2.2.3 Partnership or Legal Person

The fact that an artist furnishes personal services through a partnership or legal person is no obstacle to the application of this Act. 1987, c. 72, s. 3; 1997, c. 26, s. 1

2.3 Special Provision of the Act

2.3.1 Conditions of Engagement

Every artist is free to negotiate and agree the conditions of his engagement by a producer. An artist and a producer bound by the same collective agreement cannot, however, stipulate a condition that is less advantageous for the artist than the condition stipulated in this collective agreement.
1987, c. 72, s. 8.

3. DEFINITIONS

3.1 Annual Dues

A fixed sum payable annually by a GMMQ member in accordance with GMMQ by-laws.

3.2 Arranger

Musician who transforms an existing musical work to be perform in another form. The arranger's work involves

the reharmonizing, paraphrasing and/or development of a musical work in order to highlight its melodies, harmonies and rhythms in the form of a musical score.

3.3 Assistant
Whoever occupies the second chair in the section of second violins, violas, cellos and double basses and is required to replace the first chair in his absence.

3.4 Assistant Concertmaster
Musician who plays at the same stand as the concertmaster and who is called upon to fill in if the concertmaster is absent.

3.5 Audition Accompanist
Musician who accompanies a candidate for an audition.

3.6 Background Music
Performance played in the background before a public, with the goal of creating an atmosphere.

3.7 Break
Rest period in the course of a musical performance.

3.8 Chamber Music Ensemble
In classical music, an ensemble composed of 2 or more musicians who each play a distinct musical part, without a leader (conductor).

3.9 Commercial music
Refers to any kind of music usually intended to wide audiences, including pop or rock music.

3.10 Concertmaster
Violinist who acts as the Principal Player of the string section of an orchestra. This musician is also responsible for indicating bowings.

3.11 Contractor
Musician whose mandate, among other tasks, is to recruit musicians, to verify their status with the GMMQ, and to complete and sign the standard contract on behalf of the musicians.

3.12 Convocation
The time at which the producer requires the musician's presence, be it for a rehearsal, a concert or other stage performance, or any other musical service.

3.13 Copyist
Musician who extracts and reproduces instrument parts from a musical score.

3.14 Educational Concert
A commented concert by the playing musician, during which are presented the instruments being played or the music being performed.

3.15 Fee
A sum of money payable to the musician and ensuing from his standard contract, which may include remuneration superior to the minimum scale established by the GMMQ. The fee does not include lodging, travel indemnities, meal allowances, instrument transport charges or any other applicable tax.

3.16 Instrument Doubling
The addition of one or more instrument(s) played by a same musician in the course of an engagement.

3.17 Instrument sections
In a symphony orchestra or orchestral ensemble, the instrument sections are:

First violins, second violins, violas, cellos, double basses, flutes, oboes, clarinets, bassoons, saxophones, French horns, trumpets, trombones, timpani, percussions, harp and rhythm section*.

* A rhythm section can be composed of the following instruments: piano, guitar, bass and drums. Only one (1) musician playing one of these instruments is considered a principal player.

3.17 Instrument Transport Allowance
8Sum allotted to compensate the costs of transporting a musical instrument.

3.19 Leader
Musician who directs other musicians for the performance of a musical work. In classical music, the non-playing leader is referred to as the conductor.

3.20 Minimum Fee
The minimum remuneration provided for herein that the producer must pay to the musician when he retains his services. The minimum fee includes all additional percentages relative to the function fulfilled. The minimum fee does not include lodging, travel indemnities, meal allowances, instrument transport charges or any other applicable tax.

3.21 Music Librarian
Musician who manages the musical parts written for performance.

3.22 Musician
Any artist for whom the GMMQ negotiates minimum working conditions, including the leader (conductor), arranger, orchestrator, copyist, contractor, music librarian and singer who plays an instrument as the instrumental part of his performance.

3.23 Occasional Engagement
In background music, an engagement of musical services on an occasional basis.

3.24 Orchestrator
Musician who adapts a musical work for specific instrumentation, without changing the melodies, counter-melodies, harmonies or rhythms of that musical work.

3.25 Overtime
Time exceeding the maximum duration of a show or concert, or the maximum duration of a performance provided for in the standard contract.

3.26 Pension Fund
Contribution paid for by the producer for every musician.

3.27 Performance
Musical services, including a show, a concert, a rehearsal and background music.

Also included in musical services, all work executed by the arranger, copyist, music librarian and orchestrator.

3.28 Principal Player
Musician who, in a section made up of more than one identical instrument (with the exception of the first violin section), plays the first part and is responsible for the section.

Also considered Principal Player is the musician alone in his or her section, along with those who play one of the following instruments without doubling: piccolo, English horn, Eb clarinet, bass clarinet, contrabass clarinet, contrabassoon, piccolo trumpet, alto trombone, bass trombone, contrabass trombone, euphonium and tuba.

3.29 Recital Accompanist
Musician who plays with a recitalist in order to harmonically support his performance.

3.30 Recitalist
In classical music, the musician starring in a recital, with or without an accompanist.

3.31 Regular Engagement
In background music, an engagement consisting of several performances, repeated at least once a week over a minimum period of three consecutive weeks, or two or more consecutive days at the same location.

3.32 Rehearsal
The hours of work that a musician devotes to the preparation of a show or concert, or of background music.

3.33 Rehearsal Accompanist
Musician who accompanies one or more artists during rehearsals.

3.34 Show or Concert
Public performance during which one or more musical works are played.

3.35 Signatory
Playing musician responsible for the signing of the standard contract.

3.36 Soloist
In classical music, a musician who interprets in solo a work or movement of a work, accompanied by an orchestra.

3.37 Sound check
Rehearsal intended for the sole purpose of assessing or testing the sound system or the acoustics of a hall.

3.38 Standard Contract
Form provided by the GMMQ outlining the conditions of engagement agreed upon between the musicians and the producer.

3.39 Statutory Holidays
New Year's Day, Good Friday, Easter Sunday, Victoria Day, June 24, July 1, Labor Day, Thanksgiving, December 25.

All performance that finishes after 5 pm on December 24th and 31rst is renowned as being held on a statutory holiday.

3.40 Strolling Musician
In background music, a musician who is required to roam in the course of his performance.

3.41 Symphony orchestra or orchestral ensemble

Ensemble formed of several instrument sections which usually include more than one (1) musician per section. For the implementation of this document, when defining a symphony orchestra or orchestral ensemble, a conductor or leader is always mandatory.

3.42 Work Dues

A percentage, payable by every musician whether member of the GMMQ or not, of the minimum fee.

3.43 Work Permit

A portion of the annual dues paid by a musician who is not a GMMQ member.

4. GENERAL CONDITIONS OF REMUNERATION

4.1 Calculation of Remuneration Rates

All remuneration rate calculations are based on minimum fee, which is the minimum fee of a musician who performs as part of an ensemble.

4.2 Performance Duration

4.2.1 Show or Concert

The minimum fee allows for up to three (3) consecutive hours of performance, including intermissions. Any part of a show or concert exceeding three (3) hours, or any amount of break time not taken, is remunerated at the overtime rate.

4.2.2 Educational Concert

The maximum duration of an educational concert is one (1) hour. When there are two (2) concerts to be given on the same day at the same location, these must take place within a maximum period of three (3) hours. Any part of an educational concert, which exceeds these prescribed periods, is remunerated at the overtime rate.

4.2.3 Background Music

The musician is remunerated at the applicable minimum fee for a minimum of three (3) consecutive hours, including breaks when an engagement finishes before 8 p.m. When an engagement finishes after 8:00 p.m., the musician is remunerated for a minimum of four (4) hours, including breaks. Any time period exceeding the hours provided for in the standard contract is remunerated at the overtime rate.

4.2.4 Rehearsal

The musician is remunerated at the applicable minimum fee for a minimum of two (2) consecutive hours. When the rehearsal is the only musical service in the day, a minimum of two hours and a half (2½ hours) is paid to the musician. These rehearsal durations include breaks. Any period of time exceeding the rehearsal duration provided for in the standard contract is remunerated at the overtime rate.

4.2.5 Break

The musician has the right to have a break of ten (10) minutes per hour, calculated proportionally according to the total duration of the performance. There is no break for any performance that does not exceed one and a half (1 ½) hours in length. The musician's work period cannot exceed one and a half (1 ½) hours without a break, unless a mutual agreement has been reached between the producer and the musician.

4.2.6 Overtime

The musician receives a supplement of fifty percent (50%) of the minimum fee applicable, payable per every fifteen-minute overtime segment, or portion thereof.

4.2.7 Sound check

When a sound check is done during the hour preceding the show or concert, one (1) hour at rehearsal scale is applicable. If, however, the sound check takes place more than one hour before the performance, a minimum

fee of two (2) hours at rehearsal scale is applied.

4.3 Minimum Fees by Function

4.3.1 Leader or conductor

The leader or conductor of an ensemble, which comprises two to nine playing musicians, receives two hundred percent (200%) of the minimum fee.

The leader or conductor of an ensemble, which comprises ten or more playing musicians, receives three hundred percent (300%) of the minimum fee.

4.3.2 Concertmaster

For each ensemble comprising at least eight (8) musicians playing string instruments, the producer must retain the services of a concertmaster.

The concertmaster receives two hundred and fifteen percent (215 %) of the minimum fee. However, when the concertmaster is hired for more than one concert having the same program, the concertmaster receives one hundred and ninety percent (190%) of the minimum fee for each concert and two hundred and fifteen percent (215%) of the minimum fee for each rehearsal.

4.3.3 Contractor

The contractor of an ensemble comprising two to nine playing musicians receives one hundred percent (100%) of the minimum fee.

The contractor of an ensemble comprising ten or more playing musicians receives two hundred percent (200%) of the minimum fee.

This function is mandatory for ensembles comprising ten or more playing musicians directed by a leader or conductor (Table 12.3.1).

4.3.4 Music Librarian

The music librarian receives one hundred percent (100%) of the minimum basic fee, when this function is required.

4.3.5 Signatory

The signatory receives a supplement of twenty percent (20%) of the minimum basic fee. This function is mandatory. However, the musician performing alone, the leader or the contractor assumes the function of signatory without the related supplement.

4.3.6 Arranger

The arranger receives the remuneration provided for at article 12.6.3.

4.3.7 Orchestrator

The orchestrator receives the remuneration provided for at article 12.6.3.

4.3.8 Copyist

The copyist receives the remuneration provided for at article 12.6.3.

4.3.9 Concurrent Fees

Except for the leader or conductor, the musician, whether playing or not, draws minimum fees related to the function or functions he fulfills.

4.3.10 Payment of Fees

The musician's fees must be paid no later than 48 hours after the engagement, except if a previous arrangement exists between the musician and the producer.

4.4 Other Fees

4.4.1 Outdoor Show or Concert or undefined venue seating capacity

Symphony orchestra or orchestral ensemble

- When a show or concert takes place in an outdoor venue with a capacity under 10 000 spectators, or when venue seating capacity is not defined, grid 12.3.1 with seating capacity of 1 to 3999 is applicable.
- When a show or concert takes place in an outdoor venue with a capacity over 10 000 spectators, grid 12.3.1 with seating capacity of 10 000 or more is applicable.

Chamber music ensemble

- When a show or concert takes place in an outdoor venue with a capacity under 10 000 spectators, or when venue seating capacity is not defined, grid 12.3.2 with seating capacity of 101 to 249 is applicable.
- When a show or concert takes place in an outdoor venue with a capacity over 10 000 spectators, grid 12.3.2 with seating capacity of 500 or more is applicable.

Any other musical formation

- When a show or concert takes place in an outdoor venue with a capacity under 10 000 spectators, or when venue seating capacity is not defined, grid 12.4 with seating capacity of 400 to 999 is applicable.
- When a show or concert takes place in an outdoor venue with a capacity over 10 000 spectators, grid 12.4 with seating capacity of 10 000 or more is applicable

4.4.2 Statutory Holidays

The musician whose services are retained to perform on a statutory holiday receives a supplement of one hundred percent (100%) of the applicable minimum fee.

This supplement applies for the total duration of a performance that ends after 5pm on December 24th and 31rst.

4.4.3 Costumes and Make-up

When, by request of the producer, the musician must wear an unconventional costume for an engagement, the time required for dressing and undressing and/or applying or removing make-up will be remunerated at the hourly scale for a rehearsal. The costs of costumes and make-up are payable by the producer.

4.4.4 Strolling

When the musician is required by the producer to move from one performance area to another over the course of a performance, a supplement of twenty-five (25%) of the minimum fee is applicable.

4.5 Instrument Doubling

4.5.1 Applicable Rates

For all performances, the musician who plays more than one (1) instrument receives a supplement of:

- 50 % of the minimum fee for the first (1st) instrument double.
- 25 % of the minimum fee for each additional instrument double.

4.5.2 Percussion Instrument Doubling

Percussion instruments are divided into the following three (3) groups:

- Timpani
- Chromatic Instruments
- Non-chromatic Instruments

For every performance in which a musician plays percussion instruments belonging to two (2) of these groups, he receives the supplement applicable for the first (1st) double.

For every performance in which the musician plays percussion instruments belonging to three (3) of these

groups, he receives the supplement applicable for each additional double.

4.5.3 Non-Remunerated Instrument Doubling

The following instrument combinations are not considered doubles:

- Piano / celesta / synthesizer
- Alto saxophone/ tenor saxophone
- *B♭* clarinet/ *A* clarinet
- *B♭* trumpet / *C* trumpet / *D* trumpet / *E♭* trumpet
- *F* tuba / *E♭* tuba / *C* tuba / *B♭* tuba

5. DECLARATION OF MUSICAL SERVICES

5.1 Standard Contract

A standard contract, provided by the GMMQ, must be duly completed and signed for each musical services.

5.2 Mandatory Information

The name and the member number of the musician must appear on the standard contract, as well as any other required information. Any annex provided by the GMMQ is an integral part of the standard contract and must be attached thereto.

5.3 Distribution of Fees

It is possible to share the total minimum basic fees of the standard contract equally among all the musicians. This should be duly noted on the standard contract.

5.4 Signatory

A playing musician must act as a signatory for every service. The musician performing alone, the leader or the contractor assumes this function.

6. REMITTANCES RELATED TO STANDARD CONTRACT

6.1 Pension Fund

The producer contributes an amount equal to eleven percent (11%) of the minimum fee, for each musician. However, the producer and the musician may negotiate a higher contribution to a maximum of eighteen percent (18%) of the minimum fees. The percentage of the contribution must be the same for all musicians appearing on the contract. A cheque to this effect made out to the Musicians' Pension Fund of Canada must accompany the standard contract when it is filed with the GMMQ, as provided for in Article 7.2.

6.2 Work Dues

The producer deducts work dues from the musician's fee equal to four percent (4%) of the minimum fee per musician. A cheque to this effect made out to *La Guilde des musiciens et musiciennes du Québec* or *GMMQ* must accompany the standard contract when it is filed with the GMMQ, as provided for in Article 7.2.

6.3 Work Permits

Work permits are granted in accordance with the GMMQ *Work Permit Policy*.

7. PRODUCER'S OBLIGATIONS

7.1 Musician's Status

Before the performance, the producer, or the contractor, must verify with the GMMQ the status of the musician whose services are retained. The musician must be in good standing with the GMMQ, meaning that his annual dues payment is up to date, or that he has obtained a work permit if not a member of the GMMQ or of another

local of the American Federation of Musicians of the United States and Canada (henceforth referred to as the AFM).

If this Article is not respected, a penalty of thirty dollars ($30) per musician not In good standing with the GMMQ will be applied and the cost assumed by the producer. This penalty may be claimed by the producer from the musician.

7.2 Filing of Standard Contracts and Related Remittances

The standard contract must be signed by the signatory and the producer before the performance and filed by the latter with the GMMQ, along with related remittances, within the first twenty-one (21) days of the next month following the engagement.

7.3 Late Fees

Late fees of two percent (2%) per month (24% per year) apply from the expiration of the deadline provided for in Article 7.2 and will be assumed by the producer.

7.4 Penalty

A penalty of ten dollars ($10) will be applied on all standard contracts that do not conform to Article 5.2, or on those contracts that do not respect the Conditions.

8. TRAVEL INDEMNITIES

8.1 Travel Distances

Travel Distances are calculated from the kilometer-marker of the GMMQ office address established by the Quebec Ministry of Transport, whether in Montreal (downtown) or Quebec City (South Limoilou).

Travel indemnities are calculated from the kilometer-marker of Quebec City (South Limoilou) for all musicians whose postal code begins with “G” and from the Montreal kilometer-marker (downtown) for all other postal codes.

8.2 Travel Fees

When a musical service takes place at more than forty (40) kilometers from the Montreal (downtown) kilometer-marker or from that of Quebec City (South Limoilou), the producer pays the musician who uses a vehicle an allowance of fifty-two cents ($0.52) per kilometer as travel fees for the round trip, unless the producer provides transportation.

The producer pays the musician passenger in a land vehicle an indemnity of twenty-five cents ($0.25) per kilometer as travel fees for the round trip.

The producer pays the musician passenger on an airplane an indemnity of thirty-two dollars ($32) per hour in flight as travel fees for the round trip.

8.3 Lodging

When an engagement takes place at more than one hundred and fifty (150) kilometers from the kilometer-marker of Montreal (downtown) or from that of Quebec City (South Limoilou), the producer must provide the musician with lodging in a hotel, a motel or equivalent. However, when road conditions prohibit travel during the same day at the departure/return time, the present article is applied.

8.4 Meal Allowances

When an engagement takes place at more than forty (40) kilometers from the kilometer-marker of Montreal (downtown) or from that of Quebec City (South Limoilou), if the producer does not provide a full meal, he provides the musician with a meal allowance as follows:

Meal	Allowance
Breakfast	$13
Lunch	$17
Supper	$30

Meal allowances are provided under these terms:

- Breakfast if departure occurs before 8am or if the return occurs after 9am.
- Lunch if departure occurs before 12pm or if return occurs after 1pm.
- Supper if departure occurs before 6pm or if return occurs after 7pm.

8.5 Instrument Transport

The producer assumes instrument transport costs. When the producer engages the services of an instrument transport company, he must ensure that the instrument transport company has appropriate insurance coverage.

When, due to the size or weight of his instruments and/or equipment, the musician is obliged to use a vehicle to transport his instrument(s) and/or equipment himself, and the instrument(s) and/or equipment do not appear on the following list, a transport allowance of forty-five dollars ($45) is paid to the musician by the producer.

Congas (pair)	$20	Drum Set (5-piece)	$45
Contrabassoon	$20	Double Bass	$45
Glockenspiel	$20	Marimba	$45
Bass Drum	$20	Electric Piano	$45
Baritone Saxophone	$20	Vibraphone	$45
Accessory Case	$20		
		Carillon	$110
Amplifier	$30	Celesta	$110
Music Library/Carrying Case	$30	Harpsichord	$110
Synthesizer and Accessories	$30	Harp	$110
Tuba	$30	Timpani	$110
Cello	$30	Ondes Martenot	$110
Marimba	$30		
Xylophone	$30		

When a musician requires the services of an instrument transport company or must rent an adapted vehicle, the costs are reimbursed by the producer.

9 CANCELLATION, POSTPONEMENT AND REPLACEMENT

9.1 Musician Replacement

The musician cannot be replaced by another musician, unless approved by the producer. In this case, the producer pays the musician a fee equal to the value of services rendered.

9.2 Performance Cancellation or Postponement

One hundred percent (100%) of the fees provided for in the standard contract are to be paid to the musician for performances cancelled or postponed by the producer.

The musician is to be paid one hundred percent (100%) of the fee provided for in the standard contract for performances cancelled or postponed by virtue of Article 10.1.

The producer or the musician can cancel or postpone a performance provided for in the standard engagement contract or rescind a standard engagement contract without compensation in the following instances:

- in the case of *force majeure*;
- through common accord.

9.3 Cancellation Due to Illness

The musician is not held to honor his standard engagement contract when afflicted with illness or when victim of an accident. In this case, the producer pays the musician fees equivalent to the value of services rendered up to that point.

10. MISCELLANEOUS

10.1 Environment

The producer has the responsibility to take all necessary measures to protect the musician's health and to ensure the musician's safety and physical well-being. The producer must ensure that the venue where the musician's performance takes place meets usual hygiene, safety and comfort norms, and that the environment conditions are adequate.

An individual musician or the majority of musicians in an ensemble can refuse to honor their standard contract when the conditions described in the previous paragraph are not respected. In this case, the producer cancels or postpones the performance in accordance with the conditions described in Article 9.2.

10.2 Dressing Room

The producer provides the musician with a safe location in which to leave his or her personal effects.

10.3 Recording and Remote broadcast

The working conditions provided for in the present document do not authorize the sound or audiovisual recording, or the broadcasting of the musician's performance.
Any sound or audiovisual recording, or any broadcasting of the musician's performance is subject to an agreement with the GMMQ.

10.4 Musical sheet

When a written musical part is required for a performance, a hard copy will be made available by the Producer.

11. GRIEVANCE PROCEDURE

In the event of a contradiction between the French and English versions of this procedure, the French version shall prevail.

11.1 General procedure

11.1.1 In order to resolve any disagreement regarding the interpretation and application of the Conditions as quickly as possible, the parties shall comply with the following procedure.

11.1.2 Only the GMMQ and the producer may file a grievance on their own behalf or on behalf of the persons they represent.

11.1.3 All grievances must be submitted in writing, dated, and duly signed by a representative of the submitting party. It must include a summary description of the facts, the provisions allegedly violated, and the remedy sought. However, the identification of the provisions and the redress sought are purely indicative and the arbitrator, within his jurisdiction, may consider that other provisions of the agreement have not been respected or that another redress should apply in the dispute submitted to him.

11.1.4 No grievance shall be considered null and void or dismissed on the grounds of a procedural irregularity.

11.1.5 A grievance may be amended at any time prior to deliberation, provided that the nature of the grievance is not changed by the amendment.

11.1.6 The grievance must be submitted to the other party within six (6) months of the date of the event giving rise to the grievance or within six (6) months of becoming aware of such an event, but not more than three (3) years after the occurrence of the event.

11.1.7 The grievance is served by delivering the document to the addressee by one of the following means: fax, bailiff, mail with proof of receipt, email with acknowledgement of receipt.

11.1.8 When receiving a grievance, the party to whom the grievance has been submitted must inform the other party of its position in writing, in terms of both fact and law, within fifteen (15) days of the date of notification of the grievance.

11.1.9 Failing to obtain a response from the other party within the allotted time, the party that submitted the grievance may refer the case directly to arbitration before an arbitrator of their choice without further delay.

11.2 Regular procedure

11.2.1 For matters other than those provided for in Article 11.3.1, the parties shall proceed according to the regular procedure. They may also agree to proceed according to the summary procedure.

11.2.2 The grievance shall be heard by one of the following arbitrators:

- Ms. Suzanne Moro
- Ms. Francine Lamy
- Mr. Éric Lévesque

or, with the consent of the parties, by any other arbitrator.

11.2.3 If the parties cannot agree on the appointment of an arbitrator, either party may request that the Minister make the appointment.

11.2.4 In the exercise of his or her functions, the arbitrator shall have the powers granted to him or her by the Labor Code (C-27).

11.2.5 The arbitrator has jurisdiction over grievances or disagreements concerning the working conditions and other obligations provided for in the Conditions. In all cases, the arbitrator must rule in accordance with the Conditions.

11.2.6 In the exercise of his or her functions, the arbitrator may:

1) Interpret a law or regulation to the extent necessary to decide the grievance or disagreement;
2) Uphold or reject the complaint, in whole or in part, and establish the compensation it deems appropriate;
3) Fix the amount due under a decision they rendered;
4) Order the payment of damages and/or penalties;
5) Order the payment of interest at the rate fixed by the regulation adopted under section 28 of the Act respecting the Ministère du Revenu (R.S.Q. c. M-31), from the date of service of the grievance;
6) Decide on the merits of the grievance before ruling on one or more preliminary objections.

11.2.7 The arbitrator may proceed ex parte if either party fails to appear or refuses to be heard on the day set for the hearing of the grievance or for any other reason deemed valid by the arbitrator.

11.2.8 At least thirty (30) days prior to the hearing date, the parties shall hold a preparatory conference call with the arbitrator. The following items shall be presented:

1) a general overview of how the parties plan to present their evidence;
2) a list of the documents that the parties intend to file;
3) the number of witnesses the parties intend to produce;
4) the nature of the expert reports and the experts called to testify, if any;
5) the expected duration of the evidence;
6) admissions;
7) preliminary objections;
8) ways to proceed quickly and efficiently with the hearing, including the scheduled hearing dates.

11.2.9 In the event that it proves necessary to make a change to any of the above-mentioned elements in support of their evidence, the party must first inform the arbitrator and the other party at least five (5) days before the hearing.

11.2.10 Where the parties have settled a grievance before it is heard at arbitration and one of the parties involved refuses or neglects to follow up on the settlement within the specified time limit, the other party may refer the grievance to arbitration despite any agreement to the contrary and despite the expiry of the time limit for serving a grievance.

11.2.11 The arbitrator's decision is binding and enforceable.

11.2.12 The arbitrator must issue a written and reasoned award within sixty (60) days of the end of the hearing, unless the parties have agreed to extend the deadline for issuing the award by a specific number of days.

11.3 Summary procedure

11.3.1 The parties shall proceed according to the summary procedure for the following matters:

– failure to file the contract and/or any related submissions;
– payment of interest and/or penalty;
– non-compliance of the contract with regard to mandatory information;

11.3.2 However, the parties may agree to proceed according to the regular procedure.

11.3.3 Generally, a case hearing lasts about an hour.

11.3.4 Several grievances involving the same parties may be heard on the same day.

11.3.5 The arbitrator must hear the dispute on its merits before ruling on a preliminary objection, unless the objection can be dismissed immediately.

11.3.6 The arbitration decision must contain a summary description of the dispute and a summary statement of the reasons for the conclusion (maximum 2 pages). It may not be cited or used by anyone with regard to the arbitration of any other grievance, unless that grievance relates to an identical dispute between the same

parties and relates to the same circumstances and/or provisions.

11.3.7 The arbitrator must render his decision within thirty (30) days following the hearing.

11.3.8 The arbitrator chosen according to the summary procedure has all the powers of the arbitrator appointed according to the regular procedure.

11.3.9 The provisions of the regular procedure apply to the summary procedure. In the event of contradictions between the provisions, those relating to the summary procedure shall take precedence.

11.4 Mediation procedure

11.4.1 The parties may agree to use the mediation procedure at any time to settle one or more grievances.

11.4.2 The statements made during the mediation shall not be presented in arbitration.

11.4.3 In all cases, the costs and fees incurred in connection with the appointment of the mediator and the performance of his or her duties shall be borne jointly and in equal parts by the parties.

11.4.4 If the dispute is not settled by the mediation procedure, either party may refer the grievance to arbitration according to the summary procedure or the regular procedure.

11.5 Arbitration costs

11.5.1 In all cases, the costs and fees incurred in connection with the appointment of the arbitrator and the performance of his or her duties shall be borne jointly and in equal parts by the parties.

12. PAY SCALES

12.1 Rehearsal (All Types of Engagements)

The musician is remunerated at the rate applicable for a minimum of two (2) consecutive hours. When the rehearsal is the only service in the day, the musician is remunerated for a minimum of two and a half (2½) consecutive hours. Rehearsal durations include breaks.

Hourly Rates

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum basic fee)	100 %	$41.00/h	$43.45/h
Musician performing alone	200 %		
Concertmaster	215 %		
Assistant Concertmaster	120 %		
Principal Player	120 %		
Assistant	110 %		
Function			
Leader or conductor (2 to 9 playing musicians)	200 %		
Leader or conductor (10 or more playing musicians)	300 %		
Contractor * (2 to 9 playing musicians)	100 %		
Contractor ** (10 or more playing musicians)	200 %		
Music Librarian *	100 %		
Signatory *	20 %		

* The fees for this function are added to the fees of the playing musician.

**This function is mandatory for an ensemble comprising 10 or more playing musicians directed by a leader or conductor.

12.2 Background music

The musician is remunerated according to an hourly rate applicable for a minimum of three (3) consecutive hours, including breaks, when the engagement finishes before 8:00 p.m. and for a minimum of four (4) hours, including pauses, when the engagement finishes after 8:00 p.m. Any period of time exceeding the hours stipulated in the standard contract is remunerated at the overtime rate.

12.2.1 Occasional engagement

Hourly Rates

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum basic fee)	100 %	$47.90/h	$50.75/h
Musician performing alone	200 %		
Function			
Leader (2 to 9 playing musicians)	200 %		
Leader (10 or more playing musicians)	300 %		
Contractor* (2 to 9 playing musicians)	100 %		
Contractor * (10 or more playing musicians)	200 %		
Music Librarian*	100 %		
Signatory*	20 %		

*The fees for this function are added to the fees of the playing musician.

12.2.2 Regular engagement

Hourly Rates

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum basic fee)	100 %	$43.30/h	$45.90/h
Musician performing alone	200 %		
Function			
Leader (2 to 9 playing musicians)	200 %		
Leader (10 or more playing musicians)	300 %		
Contractor* (2 to 9 playing musicians)	100 %		
Contractor * (10 or more playing musicians)	200 %		
Music Librarian*	100 %		
Signatory*	20 %		

*The fees for this function are added to the fees of the playing musician.

12.3 Show or Concert

12.3.1 Symphony orchestra or orchestral ensemble (except for a musical theatre, "Broadway" type play or commercial music, in these cases, refer to 12.4)

Seating capacity 1 to 3999 (Including the « Hemicycle » configuration at the Centre Bell)

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum fee)	100 %	$213.00	$225.75
Concertmaster (single concert)	215 %		
Concertmaster (2 or more concerts)	190 %		
Assistant Concertmaster	120 %		
Principal Player	120 %		
Assistant	110 %		
Function			
Conductor (leader) *Mandatory* (2 to 9 playing musicians)	200 %		
Conductor (leader) *Mandatory* (10 or more playing musicians)	300 %		
Soloist	500 %		
Contractor* (2 to 9 playing musicians)	100 %		
Contractor* *[Mandatory]* (10 or more playing musicians)	200 %		
Music Librarian*	100 %		

*The fees for this function are added to the fees of the playing musician.

Seating capacity
4000 à 9999 (Including the «Theatre » configuration at the Centre Bell)

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum fee)	100 %	$425.90	$451.45

Seating capacity of 10 000 or more (Including « Amphitheatre » configuration at the Centre Bell)

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum fee)	100 %	$585.70	$620.85

12.3.2 Chamber Music Ensemble

Room Seating Capacity
1 to 100

Playing Musician	% of fee	01/09/2024 to 31/08/2025	01/09/2025 to 31/08/2026
Musician in an ensemble (minimum fee)	100%	$213.00	$225.75
Function			
Contractor* (2 to 9 playing musicians)	100%		
Contractor* (10 or more playing musicians)	200%		
Music Librarian*	100%		
Signatory*	20%		

*The fees for this function are added to the fees of the playing musician.

Room Seating Capacity
101 to 249

Playing Musician	% of fee	01/09/2024 to 31/08/2025	01/09/2025 to 31/08/2026
Musician in an ensemble (minimum fee)	100%	$238.30	$252.60

Room Seating Capacity
250 to 499

Playing Musician	% of fee	01/09/2024 to 31/08/2025	01/09/2025 to 31/08/2026
Musician in an ensemble (minimum fee)	100%	$312.70	$331.45

Room Seating Capacity
500 or more

Playing Musician	% of fees	01/09/2024 to 31/08/2025	01/09/2025 to 31/08/2026
Musician in an ensemble (minimum fee)	100%	$500.10	$530.10

12.4 Any other musical formation

Note that principal chair, concert master and assistant concert master functions are not applicable in concert and rehearsal, when using the following grid (12.4).

Room Seating Capacity
1 to 399

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum fee)	100%	$213.00	$225.75
Musician performing alone	200%		
Function			
Leader (2 to 9 playing musicians)	200%		
Leader (10 or more playing musicians)	300%		
Contractor * (2 to 9 playing musicians)	100%		
Contractor* (10 or more playing musicians)	200%		
Music Librarian*	100%		
Signatory *	20%		

* The fees for this function are added to the fees of the playing musician.

Room Seating Capacity
400 to 999

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum fee)	100%	$267.10	$283.10

Room Seating Capacity
1000 to 3999 (Including the « Hemicycle » configuration at the Centre Bell)

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum fee)	100%	$332.60	$352.55

Room Seating Capacity
4000 to 9999 (Including the «Theatre » configuration at the Centre Bell)

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum fee)	100%	$465.80	$493.75

Room Seating Capacity
10000 or more (Including « Amphitheatre » configuration at the Centre Bell)

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum fee)	100%	$638.90	$677.25

12.5 Educational Concerts

The maximum length of a demonstration concert is one (1) hour. When two (2) concerts are to be given *on the same day*, these must be given within a maximum period of three (3) hours. Any part of an educational concert, which exceeds these prescribed periods, is remunerated at overtime scale.

12.5.1 One (1) Educational Concert, Maximum Duration One (1) Hour

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum fee)	100%	$235.60	$249.75
Musician performing alone	200%		
Function			
Leader (2 to 9 playing musicians)	200%		
Leader (10 or more playing musicians)	300%		
Contractor* (2 to 9 playing musicians)	100%		
Contractor* (10 or more playing musicians)	200%		
Music Librarian*	100%		
Signatory*	20%		

*The fees for this function are added to the fees of the playing musician.

12.5.2 Two (2) Educational Concerts, Maximum Duration One (1) Hour Each, Presented within a Three (3)-Hour Time Limit

Playing Musician	**% of fee**	**01/09/2024 to 31/08/2025**	**01/09/2025 to 31/08/2026**
Musician in an ensemble (minimum fee)	100%	$353.30	$374.50
Musician performing alone	200%		
Function			
Leader (2 to 9 playing musicians)	200%		
Leader (10 or more playing musicians)	300%		
Contractor* (2 to 9 playing musicians)	100%		
Contractor* (10 or more playing musicians)	200%		
Music Librarian*	100%		
Signatory*	20%		

*The fees for this function are added to the fees of the playing musician.

12.6 MISCELLANEOUS

12.6.1 Wedding, Baptism, Funeral or other Ceremony

Playing Musician	% of fee	01/09/2024 to 31/08/2025	01/09/2025 to 31/08/2026
Musician in an ensemble (minimum fee)	100%	$170.20	$180.40
Musician performing alone	200%		
Function			
Leader (2 to 9 playing musicians)	200%		
Leader (10 or more playing musicians)	300%		
Contractor* (2 to 9 playing musicians)	100%		
Contractor* (10 or more playing musicians)	200%		
Music Librarian*	100%		
Signatory*	20%		

*The fees for this function are added to the fees of the playing musician.

12.6.2 Other Rates

Function		01/09/2024 to 31/08/2025	01/09/2025 to 31/08/2026
Recitalist	Concert	$1064.50	$1128.35
Recital Accompanist	Concert	$532.30	$564.25
Rehearsal Accompanist or Audition Accompanist	Hourly rate	$79.90 /h	$84.70 /h
Musician Accompanist for a Class (music, dance, theatre, etc.)	Hourly rate	$66.50 /h	$70.50 /h

12.6.3 Copy, orchestration or arrangement

Fonction		01/09/2024 to 31/08/2025	01/09/2025 to 31/08/2026
Copy	Hourly rate	$41.00 /h	$43.45/h
Orchestration or arrangement	Hourly rate	$67.60/h	$71.65/h

13. IMPLEMENTATION PERIOD

The present Minimum Working Conditions come into effect September 1st, 2024, and remains in effect from year to year thereafter.