



COLLECTIVE AGREEMENT

2023-2025

BETWEEN

THE GUILDE DES MUSICIENS ET MUSICENNES DU QUÉBEC, a lawfully constituted professional union, having its head office at 5445, av. De Gaspé, bureau 1005, Montréal (Québec), H2T 3B2.

hereinafter the " **GMMQ** "

AND

THE ORCHESTRE SYMPHONIQUE DE MONTRÉAL, a lawfully constituted legal person, having its head office at 1600 rue Saint-Urbain, Montréal (Québec), H2X 0S1.

hereinafter the " **OSM** "

TABLE OF CONTENTS

ARTICLE 1 -- OBJECT OF THE AGREEMENT	4
ARTICLE 2 -- RULES OF INTERPRETATION.....	4
ARTICLE 3 -- DEFINITIONS	4
ARTICLE 4 -- RECOGNITION.....	7
ARTICLE 5 -- FIELD OF APPLICATION -- INDIVIDUAL CONTRACT.....	7
ARTICLE 6 -- ORCHESTRA ADMINISTRATION AND MANAGEMENT	8
ARTICLE 7 -- DUES.....	8
ARTICLE 8 -- UNION ACTIVITIES	9
ARTICLE 9 -- MUSICIANS' COMMITTEE AND ARTISTIC COMMITTEE	9
ARTICLE 10 -- PROCEDURE FOR ENGAGING A MUSICIAN.....	9
ARTICLE 11 -- TENURE	16
ARTICLE 12 -- NON-RENEWAL OF A CONTRACT.....	17
ARTICLE 13 -- REPRIMANDS -- DISCIPLINARY MEASURES	18
ARTICLE 14 -- CESSATION OF ACTIVITIES.....	19
ARTICLE 14.1 -- SEVERANCE INDEMNITIES -- EARLY RETIREMENT	19
ARTICLE 15 -- SCHEDULE AND WORK WEEK.....	20
ARTICLE 16 -- DURATION OF SERVICES.....	23
ARTICLE 17 -- SPLIT ORCHESTRA.....	24
ARTICLE 18 -- DIVISION OF THE ORCHESTRA FOR REHEARSAL PURPOSES.....	25
ARTICLE 19 -- STRING SECTIONS: ROTATION - REPLACEMENT - REDUCTION	25
ARTICLE 20 -- RADIO, TELEVISION WEEKS -- OTHER PRODUCERS.....	27
ARTICLE 20.1 -- OTHER ACTIVITIES	27
ARTICLE 21 -- PAY - BASIC FEE - REGULAR FEE - SENIORITY PREMIUMS.....	28
ARTICLE 22 -- OVERTIME AND SUPPLEMENTARY SERVICES -ADDITIONAL PAYMENTS	28
ARTICLE 23 -- REPLACEMENT -- PREMIUMS	31
ARTICLE 24 -- RUN-OUTS.....	32
ARTICLE 25 -- OUT-OF-TOWN SERVICES AND TOURS	33
ARTICLE 26 -- ANNUAL VACATION	40
ARTICLE 27 -- SERVICE LEAVE.....	41
ARTICLE 28 -- UNPAID LEAVE	42
ARTICLE 29 -- SABBATICAL LEAVE.....	43
ARTICLE 30 -- BENEFIT LEAVE	43
ARTICLE 31 -- PLAYING CONDITIONS.....	44
ARTICLE 32 -- DRESS CODE	45
ARTICLE 33 -- PRESENCE -- LATENESS.....	46
ARTICLE 34 -- MUSICIANS' PARTICIPATION.....	46

ARTICLE 35 -- RETIREMENT FUND	47
ARTICLE 36 -- MUSIC LIBRARIAN'S WORKING CONDITIONS --MANAGEMENT OF SCORES	47
ARTICLE 37 -- GRIEVANCE PROCEDURE	48
ARTICLE 38 -- ARBITRATION	48
ARTICLE 39 -- PROMOTIONAL RESOURCES	49
ARTICLE 40 -- DURATION OF THE AGREEMENT -- RETROACTIVITY	50
ANNEX 1 - TITLED CHAIRS	51
ANNEX 2 - CHAIRS OCCUPIED AT ALL TIMES BY TENURED OR PROBATIONARY MUSICIANS.....	52
ANNEX 3 OSM - LETTER OF AGREEMENT - COMMERCIAL RECORDING - CLASSICAL MUSIC	53
ANNEX 4 OSM - LETTER OF AGREEMENT - MULTIMEDIA	56
ANNEX 5 OSM - LETTER OF AGREEMENT - RENEWAL OF COLLECTIVE AGREEMENT 2025	61
ANNEX 6 OSM -- LETTER OF AGREEMENT— VIRÉE CLASSIQUE.....	62

ARTICLE 1 -- OBJECT OF THE AGREEMENT

- 1.01 This Collective Agreement has been concluded under the Act respecting the professional status of artist in the visual arts, film, the recording arts, literature, arts and crafts and the performing arts (R.S.Q. chap. S-32.1), pursuant to the recognition granted to the GMMQ by the Commission for the Recognition of Artists' Associations in its decision of November 25, 1991, for the representation of:

"All artists practicing 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 GMMQ 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 GMMQ 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.

(Translator's note: Throughout the English text of this agreement, for purposes of brevity, the masculine form includes all genders.)

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 Audition

- 3.04.1 National Audition: First audition for a vacant position, reserved for a candidate who is a Canadian citizen, a permanent resident or, at the discretion of the OSM, any other person residing in Canada and having received authorization to work in Canada at the time of the audition, with proof of the form established by the Minister of Immigration, Refugees and Citizenship Canada. Any permanent or probationary musician may participate in a national audition, regardless of citizenship.

- 3.04.2 International Audition: an audition open to any applicant independently of his citizenship, even if he has not yet acquired the right to work in Canada.

- 3.05 Basic Fee: The minimum weekly pay stipulated in paragraph 21.01 of this Collective Agreement.

- 3.06 Regular Fee: The basic fee or, where applicable, the higher pay stipulated in a musician's individual contract.

- 3.07 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 neighbouring chair in the same section.

3.08 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 neighbouring chair in the same section.

3.09 Titled Chair: one of the chairs listed in Annex 1 of this agreement.

3.10 Audition Committee: any Audition Committee provided for and formed under article 10 of this agreement.

3.11 Tenure Committee: a committee made up of the Music Director and tenured musicians, designated according to the chair subject to probation by reference to the table below, to decide on the granting of tenure to a probationary musician:

Targeted Position	Designated Tenured Musicians
Section Strings	All musicians in the section concerned.
Titled Strings	All musicians in the section concerned, all titled strings, and other musicians having participated as member of the Audition Committee.
Winds, Brass, Harp, Percussion	All musicians in the section concerned and those who participated as a member of the Audition Committee.

3.12 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.

3.13 Musicians' Committee: The orchestra committee formed according to the constitution and by-laws of the Orchestre Symphonique de Montréal Musicians' Association.

3.14 Educational Concert: a narrated concert which is given for an educational purpose, such as a concert given during the series "Matinée jeunesse" or "Jeux d'enfants".

3.15 Tour Move: a move by musicians between two places where they are successively accommodated during a tour.

3.16 Last Chair: a chair in a given section, occupied by a string section musician in the last position.

3.17 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.

3.18 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.

3.19 Principal Place of Work: Maison symphonique.

3.20 Disciplinary Measure: a written warning or a written reprimand, or a suspension or dismissal, including non-renewal, for non-musical reasons.

3.21 Probationary Musician: A newly engaged musician who has not completed the probation period provided for in article 11.

3.22 Tenured Musician: a musician who has completed the probation period and obtained tenure.

- 3.23 Titular Musician: a musician who holds a titled chair.
- 3.24 Extra Musician: a musician who is neither tenured nor probationary and who is engaged from time to time.
- 3.24.1 Contracted Extra Musician: Extra musician whose services are retained by the OSM to fill a position provided for in Appendix 2 on the basis of a written contract for a maximum period of one (1) year.
- 3.25 Sound Check: a rehearsal for the purpose of setting up the orchestra or for acoustic or musical evaluation and fine tuning.
- 3.26 Summer Season: the period from June 1 to August 31 in a calendar year.
- 3.27 Winter Season: the period from September 1 of one calendar year to May 31 of the next calendar year.
- 3.28 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.
- 3.29 Week of Vacation: a period of seven (7) consecutive days in which the OSM cannot require any services from the musician; A week of vacation is either personal or general.
- a) Personal Week of Vacation: a week of vacation granted by the musicians' personnel manager to a musician on an individual basis.
- b) General Week of Vacation: a week of vacation identified in the service schedule, during which all the musicians are on vacation.
- Except for two (2) exceptions per season, 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. When an exception is used, the musician receives one (1) personal service leave as compensation for each regular day off that he worked. He must claim the compensation within twenty-three (23) work weeks of the granting thereof.
- 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.
- 3.30 Service: 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.
- 3.31 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.
- 3.32 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 principle place of work and the moment of return to the same place in a single day.
- 3.33 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 GMMQ 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 practiced by the OSM, the GMMQ 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.
- 4.03.1 The provisions of the *Act respecting labor standards* relating to psychological harassment are deemed to form an integral part of this Collective Agreement.
- 4.04 **Union Affiliation**
- 4.04.1 **Tenured or Probationary Musician**
The Tenured or Probationary Musician whose services are retained by the OSM must be in good standing with the GMMQ, meaning that his annual dues payment is up to date, and his membership is maintained for the duration of his service contract.
- 4.04.2 **Extra Musician**
The Extra Musician whose services are retained by the OSM 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 he is not a member of the GMMQ or member of another local of the AFM before the performance.
- 4.04.3 **Status verification**
The OSM may proceed with the members' services department at the GMMQ to verify the status of the list of tenured, probationary or extra musicians whose services will be retained during the season. The OSM may also verify the status of a new musician whose services are retained during a season via the members' directory on the GMMQ Web site.
- 4.04.4 **Permits and penalties**
Permits will be granted in accordance with the GMMQ permit policy. If a musician is not in compliance with articles 4.04.1 and 4.04.2, a penalty of thirty dollars (\$30) per musician for each performance of a concert will apply and will be assumed by the OSM. This penalty may be claimed from the musician by the OSM.
- 4.05 The rules, regulations and by-laws of the AFM and the rules, regulations and by-laws of the GMMQ, 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 GMMQ 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, 2024, 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.
- 5.04 The OSM may retain the services of a musician as a Contracted Extra Musician after consultation with and approval by the Tenure Committee for the position concerned; the same applies to the renewal of said contract.

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 the authority to settle any question connected to that responsibility. Each musician must, to the best of his ability, follow any direction relating to music, deportment or order, in compliance 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 Music 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.
- 6.06 The Concertmaster is responsible for the indications relating to bowings. They are provided for the first rehearsal of a work. The leaders in the string sections check them and give their comments to the Concertmaster no later than the day before the first rehearsal. They are not changed for the dress rehearsal except at the request of the conductor.

ARTICLE 7 -- DUES

- 7.01 The OSM withholds from the regular fee of each musician the amount indicated by the GMMQ as work dues. Every month, the OSM remits to the GMMQ 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 Musicians' 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 GMMQ'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.
- 8.01.1 A maximum of two section musicians who are members of the Musicians' Committee may be absent briefly from their work, without fee reduction, for as much time as necessary to inform the personnel manager of an urgent problem requiring immediate intervention.
- 8.01.2 The OSM permanently reserves for the exclusive use of the GMMQ and the Orchestre Symphonique de Montréal Musicians' Association a locked bulletin board in a location easily seen by the musicians. An identified member of the OSM's management has a copy of the key. The bulletin board is used to communicate union-related information which may not, however, be vexatious, discriminatory or defamatory.
- 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 AND ARTISTIC COMMITTEE

- 9.01 The Musicians' Committee fulfills the various functions provided for in this Collective Agreement.
- When it acts as the GMMQ's union representative in dealings with the OSM, it informs the GMMQ 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 GMMQ 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 GMMQ. In all cases, the vote is held by the Musicians' Committee.
- 9.05 The OSMMA and the OSM will form a Joint Consultative Artistic Committee (JCAC) consisting of a maximum of five (5) members designated by each party. The purpose of the JCAC is to facilitate communication between the two parties on any and all artistic matters, including those related to programming.

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 Any vacant position to be filled on a permanent basis must go through the process provided for in this article, 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 shall notify the GMMQ and the Musicians' Committee in writing of any vacancy. Within ninety (90) days of receipt of such notice, the OSM in consultation with a representative of the Musicians' Committee and the Music Director shall arrange a date for a national audition, to be held no later than twenty-four (24) months after the vacancy occurs.

- 10.03 At least ninety (90) days prior to the date scheduled for the hearing, the OSM must send the GMMQ a notice of audition, which has been validated by the section head concerned. This notice of audition is then distributed by the GMMQ exclusively to its members. 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.
- Upon receipt of the application, the OSM notifies the applicant of his audition time, specifying the musical works and orchestral excerpts which must be played.
- 10.05 The audition process consists of a preliminary round that excludes the presence of the Music Director, followed by subsequent rounds. Depending on the number of applicants, the personnel manager, in consultation with the Audition Committee, may decide to hold the preliminary round in two (2) groups of applicants, with a jury of five (5) members for each group.
- 10.05.1 At the end of each of the first two (2) rounds (preliminary round and first subsequent round), the Audition Committee votes on the candidates deemed competent to continue to the next round. Then, at the end of each subsequent round, the Audition Committee votes on whether to hear candidates again.
- 10.05.2 A candidate who is or has been a permanent musician in the orchestra has the option of being exempted from the preliminary round and may proceed directly to the subsequent round. However, if he chooses to participate in the preliminary round, he is no longer entitled to the exemption.
- 10.05.3 After the preliminary round, the selected applicants are heard by an Audition Committee that is comprised of the Music Director and the musicians identified below:

Section and Chair	Preliminary Round Committee	Additional Members for Final Audition (plus Music Director)
I Violins		
a) Titled Chair	- 4 other titled chairs from the section - Principal or Associate II Violin	- Other (Principal or Associate) II Violin - Principal or Associate Viola - 2 musicians from the section
b) Section	- 4 titled chairs from the section - 1 musician from the section	- Principal or Associate II Violin - Principal or Associate Viola - 2 musicians from the section
II Violins		
a) Titled Chair	- 3 other titled chairs from the section - Concertmaster and Associate Concertmaster	- Principal and Associate Viola - 2 musicians from the section
b) Section	- 4 titled chairs from the section - Concertmaster or Associate Concertmaster	- Other (Concertmaster or Associate Concertmaster) - Principal or Associate Viola - 2 musicians from the section
Violas		
a) Titled Chair	- 3 other titled chairs from the section - Concertmaster or Associate Concertmaster - 1 musician from the section	- Other (Concertmaster or Associate Concertmaster) - Principal or Associate Cello - 2 musicians from the section

b) Section	- 4 titled chairs from the section - 1 musician from the section	- Concertmaster or Associate Concertmaster - Principal or Associate Cello - 2 musicians from the section
Cellos		
a) Titled Chair	- 3 other titled chairs from the section - Concertmaster or Associate Concertmaster - 1 musician from the section	- Other (Concertmaster or Associate Concertmaster) - Principal or Associate Cello - 2 musicians from the section
b) Section	- 4 titled chairs from the section - 1 musician from the section	- Concertmaster or Associate Concertmaster - Principal or Associate Double Bass - 2 musicians from the section
Double Basses		
a) Titled Chair	- 2 other titled chairs from the section - Principal or Associate Cello - Concertmaster or Associate Concertmaster - 1 musician from the section	- Principal tuba or Principal Bassoon - Principal or Associate Viola - 2 musicians from the section
b) Section	- 3 titled chairs from the section - Principal or Associate Cello - 1 musician from the section	- Principal tuba or Principal bassoon - 3 musicians from the section
Flutes, Oboes, Clarinets, Bassoons		
a) Principal or Associate	- 3 musicians from the section - corresponding or other (Principal or Associate) chair on parallel instrument* - Principal or Associate woodwind	- 1 other Principal or Associate woodwind - Principals: Principal French Horn, Principal Trumpet, Associate parallel instrument* - Associates: Associate French Horn, Associate Trumpet, Principal parallel instrument*
b) 2nd	- 3 musicians from the section - 2nd parallel instrument* - 1 other 2nd woodwind	- 1 other 2nd woodwind - 2nd French Horn - 2nd Trumpet - Principal or Associate parallel instrument*
c) Piccolo	- 3 musicians from the section - English Horn - Bass Clarinet	- Contrabassoon - 3 Oboes
d) English Horn	- 3 musicians from the section - Piccolo - Bass Clarinet	- Contrabassoon - 3 Flutes

e) Bass clarinet	- 3 musicians from the section - Contrabassoon - Piccolo	- English Horn - 3 Bassoons
f) Contrabassoon	- 3 musicians from the section - Bass Clarinet - Principal double bass or Associate	- English Horn - 3 Clarinets
French Horns		
a) Principal or Associate	- 4 musicians from the section - Principal or Associate trumpet	- Principal Trombone - Tuba - 2 Principal or Associate woodwinds
b) 2nd, 3rd, 4th	- 4 musicians from the section - 2nd Trumpet	- 2nd Trombone - Tuba - 2 2nd woodwinds
Trumpets		
a) Principal or Associate	- 3 musicians from the section - Principal or Associate French Horn - Principal Trombone	- Tuba - Principal Timpani or Percussion - 2 Principal or Associate woodwinds
b) 2nd, 4th and section	- 3 musicians from the section - Corresponding French Horn - 2nd Trombone	- Tuba - Principal Timpani or Percussion - 2 2nd woodwinds
Trombones		
a) Principal	- 2 musicians from the section - Tuba - Principal Trumpet - Principal or Associate French Horn	- Principal or Associate French Horn - Associate Trumpet - 1 other French Horns or Trumpets - Principal Timpani or Percussion
b) 2nd	- 2 musicians from the section - Tuba - 2nd Trumpet - Principal or Associate French Horn	- Principal or Associate French Horn - Principal Timpani or Percussion - Principal and Associate Trumpet
c) Bass	- 2 musicians from the section - Tuba - 4th French Horn and 4th Trumpet	- Principal and Associate French Horn - Principal Double Bass or Associate - Principal Timpani or Percussion

Principal Tuba		
	- 3 Trombones - Principal and Associate Trumpet	- Principal and Associate French Horn - Principal Double Bass or Associate - Principal Timpani or Percussion
Timpani and Percussion		
	- 3 musicians from the section - Principal or Associate Trumpet - Principal or Associate French Horn	- Principal Trombone - Harp - 2 Principal woodwinds
Harp		
	- Principal or Associate Flute and Oboe - Principal Timpani - Concertmaster or Associate Concertmaster - Principal or Associate Clarinet or Bassoon	- Principal or Associate Clarinet or Bassoon - 1 Percussion - 2 Principal or Associate strings

* For the purposes of this paragraph, a "parallel instrument" is the flute for the oboe and vice versa, and the clarinet for the bassoon and vice versa.

10.05.4 In addition to Article 10.15 f), a string section may recommend, by majority vote, that a audition be held for the purpose of adding to or amending the list of Extra Musicians. All relevant procedures and votes set out in article 10 apply. This Audition Committee is composed of the following musicians:

- Cello and double bass section: Three (3) members of the section, two (2) Titular Musicians;
- Violin and viola section: At most, five (5) members of the section, two (2) Titular Musicians;
- The Music Director is not present.

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 applicant.

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.

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. An Audition Committee for rounds subsequent to the preliminary round must consist of at least eight (8) but not more than ten (10) members including the Music Director.

10.08 All audition applicants play behind a screen, in an appropriate space fitted with a carpet from the entrance. Applicants are identified to the Audition Committee only by a number. When there has been a preliminary round, the number is changed again for a subsequent round respecting which the composition of the

- Audition Committee has changed or a tenured musician has been added to the applicants. The use by a candidate of any electronic aid, in particular a metronome or tuner, is strictly forbidden during an audition.
- 10.09 All audition applicants for the same chair play the same pieces or excerpts, in the same order.
- Applicants 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.
- An applicant may also be required to sight-read certain parts of a musical work.
- 10.10 The repertoire asked at an audition is chosen by the Music Director after consulting the Principal of the section with the vacant chair, or by the Principal of that section, when the Music Director is not present during the preliminary round.
- 10.11 Musicians and other tenured musicians of the OSM may attend audition sessions as observers, in a place designated by the Audition Committee. They must not see the applicants 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 GMMQ, 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.
- 10.13 During the audition, the members of the committee are seated so as to avoid any discussion. They are invited to express their opinions by vote rather than by discussion. Nevertheless, if during the audition a member of the Audition Committee believes that discussion would be pertinent, he may table a motion to that effect, explaining the reasons for his request. The motion must be passed by a majority vote of the committee in order to trigger discussion. No member of the Audition Committee is obliged to state his opinion.
- 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, including the prohibition of using a cellular phone or any other electronic device that can connect to the Internet or cellular waves throughout the audition process.
- 10.14 All Audition Committee votes are by secret ballot. Each committee member, including the Music Director, has one (1) vote.
- 10.14.1 In the preliminary round and subsequent rounds and as regards the procedures identified in subparagraph 10.15, each applicant must receive a majority of votes proportional to the number of voting members on the Audition Committee:
- 10.15 When the Audition Committee's vote determines that none of the applicants will be reheard in a subsequent round, a final vote is held.
- The Audition Committee decides:
- a) whether one or more applicants are competent to fill the vacant chair, and if so,
 - b) to which applicant 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 applicant will be designated runner-up;
 - e) if applicable, which applicant is the runner-up. In that case, the ballots are placed uncounted in a sealed envelope and deposited with the GMMQ. In the case of a titled chair position, whether there

- will be a pre-probationary period as per paragraph 10.17;
- f) whether one or more applicants should be retained as extra musicians in the future.
- g) If no candidate is selected following an international audition, the Audition Committee decides by vote whether the subsequent audition will be held at the national or international level.
- 10.16 a) For the purposes of subparagraph 10.15 b), if no applicant receives a sufficient number of votes, the applicants who received two (2) votes or less are eliminated and a second (2nd) vote is held with respect to the other applicants.
- Notwithstanding the foregoing, in the case of a tie among two (2) or more applicants having received the highest number of votes, only those applicants are held over for the second vote.
- If a second round of voting to decide among two or more held-over applicants results in a tie, then priority is given to the applicant 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 applicants 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 10.15 e), an applicant is designated runner-up if he obtains an absolute majority of the votes available to the members of the Audition Committee.
- 10.17 When an applicant is submitted to a pre-probationary period, he must, before obtaining the chair, play with the orchestra for a period of two (2) to four (4) weeks. 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 applicant for the chair, subject to the Tenure Committee's eventual decision at the end of the probation period.
- 10.18 In every case where an applicant is designated runner-up under subparagraph 10.15 e), the OSM has a period of sixty (60) days from the date of the Audition Committee's decision in which to conclude an agreement with the applicant (first choice) to whom the chair is being offered in accordance with subparagraph 10.15 b).
- If for any reason an agreement cannot be reached within this sixty (60) day period, the chair is offered to the applicant designated runner-up under subparagraph 10.15 e) on the same terms. Before checking whether an applicant has in fact been designated second choice by the Audition Committee, the OSM must inform the GMMQ of the terms offered to the applicant who was chosen under subparagraph 10.15 b).
- In the seven (7) months following the audition, if the musician on probation voluntarily leaves his or her position, or if he or she resigns, the position shall be offered, where applicable, to the candidate designated as second choice under subparagraph 10.15 e), under the same conditions.
- 10.19 The OSM may not engage an applicant over the objection of the Audition Committee. The same applies if the Music Director objects to engaging an applicant who received less than eight (8) votes, on the conditions stipulated in paragraph 10.15.
- 10.19.1 In an exceptional uncontrollable case where the committee is composed of eight (8) members, the Music Director may object to engaging an applicant who received less than seven (7) votes, on the conditions stipulated in paragraph 10.15. In such a case the applicant may not be engaged.
- 10.20 If the Audition Committee does not select a candidate at a national audition in accordance with sub-paragraph 10.15 b), the OSM will proceed with an international audition.
- 10.20.1 Where applicable, the OSM shall inform the GMMQ and all AFM members, through *International Musician*, of the date or dates of the international audition. This international audition takes place within twenty-four (24) months of the date of the national audition; it is subject to the relevant provisions of this article.
- 10.20.2 Each subsequent audition, whether national or international, must be held within a maximum period of twenty-

four (24) months of the last audition.

Concertmaster

- 10.21 The Concertmaster is chosen by an eleven (11) member Audition Committee, made up of ten (10) of the Principals, Associates and assistants from the string sections and the Music Director.
- 10.22 The Audition Committee evaluates the applications received and invites the applicants it considers competent to play an audition, or 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 Music Director.
- 10.23 Paragraphs 10.02, 10.03, 10.04, 10.06, 10.06.1, 10.07, 10.09 and 10.10 to 10.19.1 apply with the necessary changes.
- 10.24 Once all invited applicants who accept to play have been heard under the process determined by the Music Director, the Audition Committee meets to make the decisions provided for in paragraph 10.15.
- 10.25 In every vote concerning the choice of a Concertmaster, the Music Director casts seven (7) votes and the other members of the Audition Committee cast one (1) vote each.
- 10.26 If no applicant is selected under subparagraph 10.15 b), the Audition Committee may invite other applicants, whether members of the GMMQ 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 applies to any permanent musician who has won an audition for a vacant higher chair.
- 11.02 The probation period is twelve (12) months from the effective date of the engagement.
- 11.02.1 Between five (5) and seven (7) 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. At this meeting, a committee member may propose a vote on whether or not to grant tenure to the musician before the end of the probation period. If the vote is unanimous, a second vote is held to grant or refuse tenure to the musician during the probation period and must also be unanimous.
- 11.02.2 In order to avoid a conflict of interest, or the appearance of a conflict of interest, a tenured member of the orchestra who auditions for another position in the orchestra cannot serve on the Tenure Committee for that position during the probation period following the audition. In addition, paragraphs 10.06 and 10.06.1 apply also to the Tenure Committees.
- 11.03 At least two (2) months after the application of paragraph 11.02.1 and at least one (1) month 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
 - first on whether or not to grant tenure to the musician. A probationary musician must obtain 66% (2/3) of the votes of the voting members on the committee in order to obtain tenure;

- next, if tenure is not granted, on whether or not to extend the probation period by one (1) year. The extended probation period begins immediately and articles 11.02.1 and 11.03 apply. A probation period can be extended only once.

- 11.03.1 The OSM may not engage an applicant over the objection of the Tenure Committee. The Music Director may object to engaging an applicant if the result of the vote is not unanimous in favour of engaging the applicant, in accordance with the conditions stipulated in paragraph 11.03. In such a case, the applicant may not be engaged.
- 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 GMMQ and a representative of the OSM. Paragraph 10.12 applies.
- 11.04.1 All votes of the Tenure Committee provided for in this Article shall be held in secret and each member of the Tenure Committee shall hold one (1) vote. Virtual attendance at meetings of the Tenure Committee is accepted.
- 11.05 The engagement of a probationary musician to whom tenure is not granted expires at the end of his probation period or of his extended probation period, as the case may be.
- A tenured musician who is on a probation period 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 probation period.
- 11.06 This article does not apply to a Concertmaster. The Music 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 a Music 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 Music 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 GMMQ.
 - b) The GMMQ, the Musicians' Committee and the OSM each designate a representative to the meeting convened by the Music Director, at which the Music 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 Music 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 GMMQ.

- 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 Music Director to convene a review committee. The Music Director transmits a copy of this request to the OSM and the GMMQ.
 - b) Within seven (7) days of the Music Director's receipt of the musician's request to convene a review committee, this committee meets to discuss the musician's work. The GMMQ 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 70% of the review committee members vote to set it aside; otherwise it is confirmed; any fraction below point six (.6) is rounded down to the previous whole number.
 - d) In the three (3) days following the vote, the review committee submits a written report of the result to the musician, the GMMQ and the OSM.
 - e) In the thirty (30) days following receipt of the committee report, the musician, the GMMQ 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 GMMQ and to the Musicians' Committee a copy of any resignation or non-renewal notice received from a musician under paragraphs 12.06 and 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 3.20.
- 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 GMMQ and the Musicians' Committee.
- 13.04 In the fifteen (15) days following receipt of the notice stipulated in paragraph 13.03, 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, the OSM 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 GMMQ 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 GMMQ and the Musicians' Committee.

14.02 If the OSM experiences financial difficulties, it must notify the GMMQ in writing thereof as soon as possible. The GMMQ 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 GMMQ 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 is entitled to an early retirement allowance calculated in accordance with paragraph 14.1.02, provided that, before August 31 of the year in which his contract of engagement expires, he has given notice of non-renewal of his contract of engagement in accordance with paragraph 12.07 and meets one of these two conditions:

- a) He has reached at least the age of sixty (60) without exceeding the normal retirement age;
- b) He has accumulated more than thirty (30) years of continuous service for OSM without exceeding normal retirement age.

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) work weeks shall be consecutive but may be interrupted a maximum of twice a year, and ;
- b) The summer schedule will be established according to one of the following two (2) scenarios:
1. Between the third Tuesday in June and September 8, there must be a minimum of four (4) consecutive weeks of unpaid inactivity which may interrupt a work week;
 2. Three (3) consecutive weeks of unpaid inactivity will be scheduled in July.
- The chosen scenario will be communicated to the musicians no later than January 1 of the year in question.
- 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.
- Notwithstanding the foregoing paragraph, when a week of nine (9) services immediately precedes or follows an inactive period of the Orchestra, the week of seven (7) services may be placed immediately before or after this inactive period, whichever the case may be.
- There cannot be two (2) consecutive weeks of nine (9) services.
- 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
 - Thursday and Friday, four (4) times during the winter season, when there is a concert or another performance on the Sunday, or
 - during the summer season, Sunday and Monday.
- b) Notwithstanding subparagraph a), during the weeks of rehearsal or production of an opera, regular days off are non-consecutive.
- c) If the OSM does not apply subparagraphs a) or b), the musician is entitled to one (1) additional regular day off. This additional day off must be placed either the Saturday or Sunday during the week in which the regular day off wasn't given or during the following week.
- d) In the case described in subparagraph 15.04 b), three (3) consecutive regular days off must be set in the three (3) working weeks preceding or following the week of nine (9) services. Weeks of unpaid

inactivity or weeks of general vacation do not count towards these three (3) 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 (a) A workday cannot involve more than two (2) services, including benefit concerts and recordings as well as the related rehearsals. Pursuant to the above, a workday shall not exceed five and a half (5 ½) working hours with the exception of three (3) times a contractual year where the workday shall not exceed six (6) working hours. However, the Tuesday in an opera week is not counted in these three (3) exceptions.

Furthermore, when there are two (2) recording services in the same day, this day cannot exceed seven (7) working hours.

Notwithstanding the foregoing paragraph, when there are two (2) educational concerts of a maximum period of one and a quarter (1¼) hour each within a period of three and one quarter (3¼) hours in the morning or afternoon, another service may be added to such work day as long as this service is another educational concert of a maximum period of one and a quarter (1¼) hour or a rehearsal of two and a half (2 ½) hours.

This working day is considered to contain a total of three (3) services.

(b) Rehearsals must end at least two and a half (2½) hours before the beginning of a concert. Exceptionally, this period may be two (2) hours for concerts in Lanaudière; the same applies to Sunday afternoon concerts, unless rehearsal overtime or a three (3) hour rehearsal reduces the interval to a minimum of one and a half (1½) hours.

(c) Notwithstanding the foregoing paragraph, for an educational concert, the interval between the rehearsal and the first concert is one and a half (1½) hours. However, if a rehearsal follows two (2) educational concerts, according to the provision described at 15.07 a), the interval can be reduced to one (1) hour.

15.07.1 There must be one (1) full day off either on June 24th or July 1st, at the option of the OSM. A rehearsal can only be scheduled on June 24th or July 1st when there is a concert that same day.

15.08 a) A work week cannot involve more than four (4) evening services, including benefit concerts and recordings as well as the related rehearsals. The work week may also be increased by two (2) services in which a choir participates for a recording or for a rehearsal attributable thereto.

b) Notwithstanding the foregoing, the number of evening services may be increased to five (5) during the first week of an opera.

15.09 a) The proposed schedule for the winter season is sent to the musicians at least five (5) months before the beginning of that season and the proposed schedule for the summer season is sent at least three (3) months before the beginning of that season. The final schedules are sent to the musicians at least two (2) months before the beginning of each season.

b) The Musicians' Committee designates two (2) musicians to act, for consulting purposes, with the OSM's representatives with regard to the draft and final schedules.

As part of such consultation, the parties discuss, among other things, the means or changes which could avoid undue work overloads and ensure the best distribution of the workload.

(c) The musicians consulted are compensated according to the terms of section 22.15.

15.10 The OSM may replace four (4) services of two-and-a-half (2 1/2) 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, these three (3) services are counted as four (4) services.

However, as provided in article 15.07 a), there cannot be two (2) three (3) hour services in the same day, with the exception of three (3) times per contract year.

- 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. A compensatory day off can be counted as being an afternoon off.
- 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 described in paragraph 15.12 or 15.13 may be reduced to thirty (30) days five (5) times per contract year in circumstances where it was not possible to comply with 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 due to a professional engagement which was made before the schedule change and which the musician cannot move, the musician is not required to participate in 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. The musician must inform the personnel manager in writing of his or her absence and the nature of the reason therefor.
 - 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 one hour provided that the musicians receive notice of the change at least seven (7) days in advance and that the reasons for the change are 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 Notwithstanding paragraph 15.04, three (3) times per contract year, the number of services may be raised to eleven (11) in the course of a single work week, including services connected to a benefit concert and those attached to any audio, video or other recording project. Notwithstanding the foregoing, during a single work week, the number of services may also be raised to twelve (12) twice per contract year. The work week shall not exceed thirty (30) hours of service including overtime.

For the purposes of this section, hours of service are those completed or deemed to be completed in accordance with the applicable provisions of this agreement.

- 15.19 If the evening service ends after 9:00 p.m., the morning rehearsal begins at 10:30 a.m. unless the morning service lasts three (3) hours or is a dress rehearsal.
- 15.20 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 five (5) per contract year, a maximum of four (4) of which may take place on Sunday evening;
 - b) when there are two (2) rehearsals in the same day, the free time between the two services is one and a half (1 1/2) hours, except in the case of two (2) three (3) hour rehearsals, in which case the free time between the two (2) services is one (1) hour;
 - 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.
 - d) If four (4) services are scheduled over two (2) consecutive days and there is an afternoon service followed by an evening service on one workday, there will be a service either the following morning or afternoon. Consequently, the evening service on the second day is not included in the calculation of clauses 15.08 and 15.20 a.
- 15.21 The musician's workload must be reasonable. As much as possible, the work week does not include more than three (3) different programs.

ARTICLE 16 – DURATION OF SERVICES

- 16.01 A rehearsal is a service whose duration is not more than two and a half (2 1/2) hours, including break time.
- However, an out-of-town rehearsal is a service whose duration is not more than one and a half (1 1/2) hours.
- 16.02 A concert is a service whose duration is not more than two and a half (2 1/2) hours, including break time.
- 16.02.1 For educational and special concerts, a service may include one rehearsal and one concert (mixed service) on the following conditions:
- a) for a 2 1/2-hour service: rehearsal – minimum 30-minute break – concert
 - b) for a 3-hour service: rehearsal – minimum 40-minute break – concert
 - c) A 2 1/2-hour mixed service will not give rise to any overtime.
- 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 (2 1/2) hours, including break time.
- The duration of a recording session is not more than four (4) hours, including break time.
- 16.04 Ten (10) educational concerts are equivalent to eight (8) regular 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 five (5) hours.
- 16.05 For the purpose of calculating its duration, a concert or other performance is over when the music ends.
- 16.06 Apart 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.

There is no break:

- a) in any service whose total duration does not exceed one and a half (1 1/2) hours;
- b) in any concert without intermission which presents a single work, the total duration of which does not exceed one (1) hour and fifty (50) minutes.

16.07

During a rehearsal:

- a) there is no break during the first hour, except in unforeseen circumstances due to "force majeure" or for a dress rehearsal;
- b) there is a break at the latest one and a half (1 1/2) hours after the service starts;
- c) at the request of the Music Director or guest conductor, the rehearsal may take place without a break and end after one hour and forty minutes (1 hr 40 min) or be shortened to 2:00 including a twenty (20) minute break which can be taken after thirty (30) minutes of rehearsal.
- d) three (3) times during the contract year, the break may begin at the latest one hour and fifty minutes (1 hr 50 min) after the service begins;
- e) there is only one break, except three (3) times per contract year when the break may be taken in two segments, after explanation to the Musicians' Committee.

16.08

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.
- d) three (3) times per season, in a concert without intermission, the OSM will be entitled to five (5) minutes' grace that does not give rise to overtime, to address unforeseen or technical situations.

16.09

The total duration of a concert at Notre-Dame Basilica does not exceed one hour and thirty-five minutes (1 hr. 35 min.) without a break.

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 relevant 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 (3 1/2) hours, during which no musician is required to work for more than two and a half (2 1/2) 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 groups of a total duration not exceeding two and a half (2 1/2) 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 (2 1/2) hours or less with the orchestra divided at some point 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 A Contracted Extra Musician participates in the rotation system. He cannot however occupy a titled chair.

- 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 Music 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 Music Director may offer the titled chair to the musician of his choice.

The preceding clause cannot result in a titled chair being occupied by an 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 Music Director may, however, require the presence of a titular musician despite the operation of the reduction system during a tour, a radio or television week or during a recording session.

Each string section opts for one of the two (2) 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 Music 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
- 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
St. Louis	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 set forth in the applicable AFM or GMMQ agreement, as the case may be.

Notwithstanding the foregoing, the conditions contained in the letter of agreement of Annex 3 *Commercial recording - Classical music* apply to recordings of classical symphony works.

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 personal vacation, he is not obliged to participate unless he consents to do so.

When the OSM includes a recording session in the musicians' schedule, it shall confirm the holding of such session at least thirty (30) days before the scheduled date, except in the case of a fortuitous event or force majeure.

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:

- as of September 1st, 2023: \$ 2,131.00 (2.5 %)
- as of September 1st, 2024: \$ 2,165.00 (1.6 %)

* These amounts will be paid within two (2) weeks of the signing of the Collective Agreement.

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: \$ 28
- 10 to 14 years of seniority: \$ 56
- 15 to 19 years of seniority: \$ 84
- 20 to 24 years of seniority: \$ 112
- 25 or more years of seniority: \$ 140

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 (1/4) hour or part of a quarter (1/4) hour. After the first quarter (1/4) hour each block of five (5)

- additional minutes is paid at the overtime rate of 1/3 of 2% of the musician's regular fee.
- 22.03
- a) Concerning rehearsals, only a dress rehearsal can give rise to compulsory overtime for the musician, up to a maximum of one half (1/2) hour. In that case, all rehearsal time must be devoted to the concert program for which the dress rehearsal is being held and the possibility of overtime communicated no later than the beginning of the break.
 - 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 Music Director at least one (1) week in advance. There can be neither more than one (1) dress rehearsal per program nor 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 Sound Check of a maximum duration of twenty-five (25) minutes. This Sound Check takes place one (1) hour and ten (10) minutes before the start of the concert.
- 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 twelve (12) 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 (2/3) of the pay applicable to the supplementary service.
- 22.09
- The following provisions apply, when 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 the musicians required on a voluntary basis;

- the name "OSM" may not be used unless at least twenty-five (25) musicians are engaged;
- 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 (1/8) of his regular fee;
- 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, in the preparation of a tour or an out-of-town service or the development of draft and final schedules for the winter and summer seasons under paragraph 25.02 and 15.09 is entitled to a minimum additional payment of three percent (3%) of the basic fee for each hour worked, calculated by quarter (1/4) 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 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.

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 an 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:

Replacement Musician	Reason	Chair Occupied Temporarily	Premium (as% of basic fee)
String Section	Absence or vacant chair	Assistant	7.5%
		Associate	15%
		Principal	20%
Assistant and Associate Strings	Associate or Principal absent for more than 2 consecutive weeks	Assistant	2.5% as of 3rd week
		Associate	10% as of 3rd week
		Principal	15% as of 3rd week
	Vacant chair	Assistant	2.5%
		Associate	10%
		Principal	15%

Winds	Absence or vacant chair	Associate Principal	15% 20%
Associate Winds	Principal absent for more than 2 consecutive weeks	Principal	15% as of 3rd 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.

For the positions of Assistant and Associate Strings and Associate Winds, the two (2) consecutive week delay is applicable once only during the contract year. Notwithstanding the first (1st) paragraph, such premiums are only applicable when a musician is absent and his replacement is designated to his position throughout the term of a service.

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 twenty-five (25) minute Sound Check during a run-out. Such a rehearsal takes place one (1) hour and ten (10) minutes before the scheduled start of the concert.

Any other Sound Check 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:

<u>Duration of Run-out</u>	<u>Time Compensation</u> (Including Breaks)
More than 6 hours	1/2 hour
More than 7 hours	1 hour
More than 8 hours	2 hours
More than 9 hours	2 1/2 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 and a half (9 1/2) 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 (1 1/2) hours' duration without a break, but it is still deemed to constitute a two-and-a-half (2 1/2) hour service.

b) If a rehearsal on a run-out day exceeds one and a half (1 1/2) hours' duration, another rehearsal is

reduced to one and a half (1 1/2) 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 (2 1/2) hour rehearsal on the concert site, during the day of a concert at Lanaudière.

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	\$25
Dinner	\$35

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 names a Tour Sub-Committee of three (3) musicians to participate with the OSM in the preparation of any plan for an out-of-town service or tour, in order 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 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 Tour Sub-Committee, which submits the request with its recommendation to a musicians' vote within the next ten (10) musicians' working days; a musicians' working day is any day on which there is a service;
- the OSM's request is accepted if at least sixty-six percent (66 %) of the musicians who are present and who vote cast their ballots in favour or if the vote is not held within the specified time.

- d) The OSM, in consultation with the tour committee and the technical team, establishes a schedule

to determine when musicians can pick up their instruments before a concert during a tour. This schedule must, however, respect the availability of concert halls and the touring team. This schedule is sent to the musicians before they leave on tour.

25.03 The OSM organizes and manages out-of-town services and tours in a prudent, diligent and reasonable manner. However, in the event of a delay lasting less than fifteen (15) minutes, the OSM cannot 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, even if the delay results in a reduction of the minimum rest period. If a delay lasts more than (15) minutes, the OSM consults the Tour Sub-Committee 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, this deadline can be of seventy-two (72) hours with the approval of the musicians' committee. 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. The accommodation standard is a single room in a safe, conveniently located, comfortable establishment that has a rating of three (3) stars or better.

- b) If two musicians opt to share a room, they each receive a compensation for each day equivalent to one third (1/3) of the cost savings, that is, between the price of two single rooms and one double. Musicians who decide to exercise this option must notify the OSM far enough in advance 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 (2/3) of the cost savings. The musician must notify the OSM far enough in advance 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 between two places of accommodation on a tour, he receives compensation equivalent to fifty Canadian dollars (\$50CDN) per day. The musician must notify the OSM far enough in advance 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 a mode of transportation.
 - 25.10 As long as no supplementary expenses are incurred for the OSM, a musician may leave earlier for a tour and return later. The musician is solely responsible thereafter for his transportation and is reimbursed at the rate negotiated by the OSM. However, this subparagraph does not apply when the OSM charts a mode of transportation.
 - 25.11
 - a) In Canada and the United States, the OSM pays the musician a daily allowance of ninety-five dollars (\$95) in local currency for meals and personal expenses. This daily allowance is calculated as follows:

breakfast	\$15
lunch	\$25
dinner	\$35
personal expenses	\$20

The daily allowance will be hundred and ten dollars (\$110) in local currency for the following cities: New York, San Francisco, Boston, Los Angeles, Chicago, Toronto and Vancouver.

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 incidental expenses of the amount stipulated in the document relating to meal indemnities issued by the [National Joint Council 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 is required to participate in a tour. If he so requests, he may be exempted from participating in a tour for valid health reasons on the part of the musician or a member of his immediate family, or due to an equally serious event.
 - 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.

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) 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).

(b) 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. Notwithstanding paragraph 25.27, twice during the term of the Collective Agreement one (1) of the two (2) days off may include one (1) move of a maximum of six (6) hours. In compensation, and notwithstanding paragraph 25.26, an additional regular day off is set by the OSM within four (4) weeks following the return from the tour. 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) or two (2) rehearsals may, at the discretion of the Music Director, be devoted to music other than the tour repertoire if that other music is played in concert within three (3) weeks of the return from the tour.

25.20 a) Every rehearsal must end at least two and a half (2 1/2) hours before the beginning of a concert.

b) Notwithstanding subparagraph a), the OSM may hold a Sound Check under the following conditions:

- any work forming an integral part of the tour may be rehearsed;
- the duration of any such rehearsal is limited to twenty-five (25) minutes or, no more than twice per tour, to forty (40) minutes;
- such a rehearsal ends thirty (30) minutes before the concert unless not permitted by the concert hall; this time determines its beginning;
- 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 the time equal to the rehearsal or by twice (200%) the duration of the Sound Check given within a period not

exceeding the duration of the tour from the date of the return to work in Montréal; 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 (1 1/2) hours.
- when a rehearsal and a concert are scheduled for the day of the move, it is necessary to plan and agree with the tour committee on the possible rest period for that day.

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 25.21.1 to 25.26.

25.21.1 As much as possible, the OSM sets the departure of a tour on a day other than a regular day off required under paragraph 15.05. If the departure takes place on such a day, the regular day of is postponed and dealt with according to paragraph 25.26.

25.21.2 There shall be a minimum period of twenty-four (24) hours between the end of the last service before a tour and the departure from the main place of operation.

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 cannot be more than six (6) consecutive days without a regular day off.

25.24 During a tour outside North America and the Caribbean, there is no service on the arrival day. In addition, the musician is entitled to at least one (1) regular day off before the first service, which takes place in the afternoon of the first workday.

- 25.25
- a) After any tour of five (5) to thirteen (13) days' duration, the musician is entitled immediately 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 immediately 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, the musician is entitled, before making himself available again, to a recovery period equal in duration to the travel time or tour move, of at least (3) hours, up to a maximum of four (4) hours.

The rest period may be divided into two periods: a first period of at least three (3) hours, which begins upon arrival at the hotel and a second period which may be taken before departure from the hotel on the day of travel or before departure from the hotel on the following day.

This paragraph does not apply in the cases covered by paragraphs 25.24 and 25.32.

25.28.1 No service is held on a day when travel time due to a tour and, where applicable, travel time Associated with a run-out on tour exceed six (6) hours, unless there is a delay beyond the control of the OSM. In such a case, the OSM consults the Tour Sub-Committee and decides, where applicable, on the adjustment or rescheduling measures, other than monetary, which are necessary and reasonable under the circumstances to pursue the tour and its program.

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 application of the other provisions contained in 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, from the departure from the place of accommodation to the time of return to the same place; the return to the place of accommodation must take place before one o'clock (1:00) in the morning, the excess time between midnight (00:00) and one o'clock (1:00) being deemed to form part of the previous day.
- 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 reclining 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 The OSM may, notwithstanding any contrary stipulation in this article, organize a two (2) day trip of the orchestra to New York City according to the following schedule and conditions:

- a) Return air travel;
- b) Rehearsal and concert in Manhattan and, unless there is a written agreement to the contrary, accommodation of the musicians in Manhattan.

c) Day 1

- Departure from the Principal place of work after 7:00 AM;
- One and a half (1 1/2) hour afternoon rehearsal, ending at least two and a half (2 1/2) hours before the concert;
- Evening concert;

d) Day 2

- a) If there is a rehearsal, it takes place after 10:00 AM, lasts one and a half (1 1/2) hours and ends at least two and a half (2 1/2) hours before the concert;
- concert;
- if the return to the principal place of work takes place after midnight (00:00), there is no monetary consequence but there is no service that day.

If there is a rehearsal on day 2, it counts as a service and gives rise to a time compensation of one service during the same work week or one of the three following weeks.

25.35.1 The OSM may also, notwithstanding any contrary stipulation in this article, organize a one- (1-) day out-of-town service in New York City according to the following terms and schedule:

If there is no service after six o'clock p.m. (6:00 p.m.) the day before departure:

- departure from the principal place of work after 7:00 AM;
- return air travel;
- rehearsal and concert in Manhattan and, unless there is a written agreement to the contrary, accommodation of the musicians in Manhattan;
- one-and-a-half (1 1/2) hour rehearsal, counting for one service ending at least two and a half (2½) hours before the concert;
- concert;
- overnight in New York City;
- departure from New York City the next morning after 9:00;
- there is a maximum of one service on the day of the return to Montreal.

- 25.35.2 If there is a service after six o'clock (6:00 p.m.) the day before departure:
- departure from the principal place of work after nine o'clock a.m. (9:00 a.m.);
 - return air travel;
 - rehearsal counting as a service ending at least three (3) hours before the concert. This rehearsal lasts forty-five (45) minutes but may last up to one and a half hours (1½ hrs) in the event of the intervention of a new artistic element. However, if the rehearsal lasts forty-five (45) minutes, thirty (30) minutes of rehearsal time may be added to a preparation service before departure for New York.
 - concert;
 - overnight in New York;
 - leave New York after nine o'clock (9:00 a.m.) the following morning;
 - there is a maximum of one service the day of the return to Montréal;
 - if an encore scheduled for the concert in New York is not played during the previous evening's concert in Montréal, the OSM is authorized to include it in the concert dress rehearsal in Montréal without the OSM losing the right to require overtime.

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:

<u>Seniority on August 31</u>	<u>Weeks of Vacation</u>
- 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 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 personal 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.
- This article does not apply to general weeks of vacation set by the OSM. Such holiday periods may not be deferred at any time. However, during those periods, musicians continue to receive the sick leave benefits to which they are entitled under article 30.04.
- 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).
- 26.07 All leaves and vacations provided for in the present agreement shall apply to any Contracted Extra Musician whose services have been retained by the OSM during a season, in the proportion that the number of weeks worked represents out of the forty-six (46) weeks of the work year.

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 no later than May 1st of the current season. If the afore-mentioned time is not complied with, they will be assigned by the personnel manager with ten (10) days' prior notice. 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 no later than May 1st of the current season. If the afore-mentioned time is not complied with, they will be assigned by the personnel manager with ten (10) days' prior notice. 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 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 is deposited by the OSM into 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 refuse the musician's request for 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 28.05, the musician's seniority, the artistic consequences of his absence, the orchestra's needs with regards to 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.

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.
- 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 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.
- c) In the case of an accident or illness covered by the *Act respecting industrial accidents and occupational diseases*, the musician receives an indemnity corresponding to 100% of the difference between the income replacement indemnity he receives from the CNESST to which he is entitled and his regular fee, up to a maximum of fifteen (15) weeks.
- d) Notwithstanding the terms of paragraph c) above, the musician is not entitled to the indemnity described in this paragraph during unpaid weeks of inactivity.
- e) The OSM may require a medical certificate and may also request a second medical opinion if it deems this appropriate.

ARTICLE 31 – PLAYING CONDITIONS

31.01 Subject to the following two paragraphs, no one is permitted to attend a rehearsal.

- The parties' representatives and the OSM's administrative personnel may attend a rehearsal.
- Any person in the musical milieu invited by the OSM, any person who has a personal or professional relationship with the conductor or a soloist, as well as any other person allowed by the conductor, after consulting the Musicians' Committee, may attend the dress rehearsal.

If the preceding clause is infringed upon, 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;
- coffee backstage at the principal place of work;
- 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 black tailcoat, black pants with a side stripe, a white shirt, a white vest or white cummerbund (no black cummerbund), a white bow tie, plain black socks of adequate length to cover the leg properly when seated, and black dress shoes.
- Women wear a full-length black evening gown with long or three-quarter length sleeves, or a full-length black ankle-length evening skirt, or full-length black suit-style or evening pants, with a black top with long or three-quarter length sleeves, black stockings and black open or closed evening shoes.

Summer season:

For formal summer season concerts only, excluding park concerts:

- Men wear a white jacket (no cream, no beige), black pants with a side stripe, a white shirt, a black cummerbund is optional, a black bow tie, plain black socks of adequate length to cover the leg properly when seated, and black dress shoes.
- Women wear a full-length, ankle-length black evening skirt, or full-length, ankle-length black tailored or formal pants, with a long-sleeved or three-quarter-sleeved white top, black open or closed formal shoes.

Notwithstanding the preceding paragraph, during concerts at the Maison symphonique, the OSM will have the option of applying winter season attire, with the exception of black stockings for women.

32.02 Notwithstanding paragraph 32.01, the dress code for morning and afternoon concerts is as follows:

- Men wear a black suit and dark tie, a white shirt, plain socks of adequate length to cover the leg properly when seated, and black dress shoes.
- Women wear a black dress with long or three-quarter sleeves or a black skirt, knee-length and covering the knees when standing and sitting, or black pants, a black top with long or three-quarter sleeves, black stockings, black open or closed shoes.

For performances in the orchestra pit and educational concerts:

- Men wear black pants, long-sleeved black button-down shirt, no jacket or tie, and black shoes. Short-sleeved shirts are not permitted.
- Women wear a black dress with long or three-quarter sleeves, or a black skirt, knee-length and covering the knees when seated, or black pants, a black long-sleeved top, black open or closed shoes.

32.02.1 The following are prohibited at all times for women: pants with patch pockets, Cargo style pants, sport cut pants as well as leggings, yoga pants, $\frac{3}{4}$ length pants and ankle boots. The wearing of stockings is optional except when a dress or skirt covering the knee in the seated position is worn, in which case it becomes compulsory.

- 32.02.2 At all times and for all musicians, concert clothing must be clean, neat and ironed.
- 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, men may wear a white button down short-sleeved shirt, without a vest or bow tie; women may wear a white short-sleeved blouse (5 cm above the elbow or longer), and stockings are not required.
- 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 (1/8), 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 (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 permission is granted from the conductor or the personnel manager.

ARTICLE 34 -- MUSICIANS' PARTICIPATION

- 34.01 The Musicians' Committee designates three musicians, including the Concertmaster, to serve on the committee created by the OSM to choose the Music 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 to the Musicians' Pension Fund of Canada, a sum equal to eight percent (8%) 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 pension fund, each year, a sum equal to three percent (3.0%) 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.
- 35.04 The Canada Revenue Agency no longer allows pension plans to accept contributions on behalf of workers after the year in which they reach the age of 71. The OSM accepts, for musicians who fall into this category, to transfer the amount corresponding to the pension fund contribution by adding it to the musician's fee. The amount in question is not subject to work dues.

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 GMMQ and the OSM, may file a grievance.
- The GMMQ 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 GMMQ, 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:
- within twenty-one (21) days following the filing of a grievance, or
 - within 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 or disagreement described in paragraph 38.02 becomes the subject of arbitration involving an arbitrator named by the GMMQ and the OSM or, failing a consensus, named by *Le Ministère de la Culture* at the request of either party.
- 38.04 Subject to the provisions of this article, the arbitrator is governed by articles 620 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 section 28 of the *Tax Administration Act* (R.S.Q c. A-6.002), 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(s). 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(s).
- 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 -- PROMOTIONAL RESOURCES

- 39.01 The OSM may resort to promotional resources if used in accordance with the following conditions:
- a) the right to record (audio and/or video) up to thirty (30) minutes of a concert or a dress-rehearsal eight (8) times per contract year for promotional purposes, as well as two (2) times per contract year for educational purposes;

- b) the recorded material will be edited to a maximum of three (3) minutes of images and/or music and will not present a work or a movement in its entirety and will include a promotional audio message;
- c) the possible use on the radio, on the television, or on any other media except the internet will only be permitted for a limited time and for a pre-established number of times;
- d) recordings may only be used for promotional purposes by the OSM or its public or private partners;
- e) for these recordings, the cameras cannot circulate in the perimeter reserved for the orchestra or in any manner affect the musicians' work;
- f) all shots other than those relating to the performance of the musicians on stage will only be permitted with the express consent of the musicians involved.

39.02 Once per year, the OSM may organize a fifteen (15) minute photograph session of the orchestra in concert attire by informing the musicians at least sixty (60) days in advance. This session must take place after a dress rehearsal without overtime.

ARTICLE 40 -- DURATION OF THE AGREEMENT -- RETROACTIVITY

40.01 This Collective Agreement comes into force on the day of its signature and expires on August 31, 2025.

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.

Notwithstanding the foregoing, one party may give the other party written notice of negotiation with a view to renewing this Collective Agreement as of September 1, 2024.

40.02 Notwithstanding its expiry, this Collective Agreement continues to apply until a new Collective Agreement comes into force.

- 40.03
- 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, 2023, as provided for in paragraph 21.01 as well as seniority premiums provided in paragraph 21.03 of the present Collective Agreement.

In the case of discrepancy between the French and the English text, the French text shall take priority.

IN WITNESS WHEREOF, the parties have signed this letter of agreement on **October 27, 2023.**

ANNEX 1 - TITLED CHAIRS

Concertmaster
1st Associate Concertmaster
2nd Associate Concertmaster
1st Assistant in the First Violin section
2nd Assistant in the First violin section

Principal Second Violin
Associate Second Violin
1st Assistant in the Second Violin section
2nd Assistant in the Second Violin section

Principal Viola
Associate Viola
1st Assistant in the Viola section
2nd Assistant in the Viola section

Principal Cello
Associate Cello
1st Assistant in the Cello section
2nd Assistant in the Cello section

Principal Double Bass
Associate in the Double Bass section
Assistant in the Double Bass section

Principal Flute
Associate Principal Flute
2nd Flute
Piccolo

Principal Oboe
Associate Principal Oboe
2nd Oboe
English Horn

Principal Clarinet
Associate Principal Clarinet
2nd Clarinet
Bass Clarinet

Principal Bassoon
Associate Principal Bassoon
2nd Bassoon
Contrabassoon

Principal French Horn
Associate Principal French Horn
2nd French Horn
3rd French Horn
4th French Horn

Principal Trumpet
Associate Principal Trumpet
2nd Trumpet
Trumpet

Principal Trombone
2nd Trombone
Bass Trombone

Principal Tuba

Principal Timpani
Associate Principal Timpani
Principal Percussion
Section Percussion

Principal Harp

ANNEX 2 CHAIRS OCCUPIED AT ALL TIMES BY TENURED OR PROBATIONARY MUSICIANS

Concertmaster
1st Associate Concertmaster
2nd Associate Concertmaster
1st Assistant in the First Violin section
2nd Assistant in the First Violin section
First Violin section (11 chairs)

Principal in the Second Violin section
Associate in the Second Violin section
1st Assistant in the Second Violin section
2nd Assistant in the Second Violin section
Second Violin section (10 chairs)

Principal Viola
Associate in the Viola section
1st assistant in the Viola section
2nd assistant in the Viola section
Viola section (8 chairs)

Principal Cello
Associate in the Cello section
1st assistant in the Cello section
2nd assistant in the Cello section
Cello section (6 chairs)

Principal Double Bass
Associate in the Double Bass section
Assistant in the Double Bass section
Double Bass section (5 chairs)

Principal Flute
Associate Principal Flute
2nd Flute
Piccolo

Principal Oboe
Associate Principal Oboe
2nd Oboe
English Horn

Principal Clarinet
Associate Principal Clarinet
2nd Clarinet
Bass Clarinet

Principal Bassoon
Associate Principal Bassoon
2nd Bassoon
Contrabassoon

Principal French Horn
Associate Principal French Horn
2nd French Horn
3rd French Horn
4th French Horn

Principal Trumpet
Associate Principal Trumpet
2nd Trumpet
Trumpet

Principal Trombone
2nd Trombone
Bass Trombone

Principal Tuba

Principal Timpani
Associate Principal Timpani
Principal Percussion
Section Percussion (1 chair)

Principal Harp

ANNEX 3 OSM - LETTER OF AGREEMENT - COMMERCIAL RECORDING - CLASSICAL MUSIC

Between: **THE GUILDE DES MUSICIENS ET MUSICENNES DU QUÉBEC**, a lawfully constituted professional union, having its head office at 5445, av. De Gaspé, bureau 1005, Montréal (Québec), H2T 3B2.

hereinafter the "**GMMQ**"

And: **THE ORCHESTRE SYMPHONIQUE DE MONTRÉAL**, a non-profit corporation legally constituted under Part III of the Companies Act, having its head office at 1600 rue Saint-Urbain, Montréal (Québec), H2X 0S1

hereinafter the "**OSM**"

PREAMBLE

WHEREAS the parties signed a Collective Agreement for the period of September 1, 2023, to August 31, 2028, the purpose of which is to establish the working conditions relating to the musical performances given on stage by all musicians whose services are retained by the OSM;

WHEREAS the parties agree to establish, through this letter of agreement, the minimum working conditions for musicians for the production of CDs recorded either in a studio or during a live performance;

WHEREAS this letter of agreement applies solely to recording rights for classical symphonic music (not Pops, etc.);

WHEREAS music recorded on the master tape, as provided for herein, may only be used for CD creation. The use of the master tape for a film soundtrack or video game music is strictly prohibited.

WHEREAS the Preamble forms an integral part hereof.

IN WITNESS WHEREOF THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1 SCOPE AND PURPOSE OF THE AGREEMENT

- 1.1** The conditions set forth in this letter of agreement authorize the OSM to record the performance given by the musicians in a studio-based recording session or during a live concert, including the dress rehearsal, and to reproduce this master tape on a physical or digital medium, the whole subject to payment of the remuneration to the musicians and full compliance with the other provisions of this letter of agreement.
- 1.2** The number of physical copies is determined by the number of copies sold.
- 1.3** Any use of a musician's recorded performance that is not provided for in this letter of agreement is strictly prohibited. Without limiting the generality of the foregoing, any reproduction for any other purpose as well as any public performance or communication to the public by telecommunication of the audio recording that is not provided for in this letter of agreement is prohibited.
- 1.4** The OSM assumes full responsibility for the application of this letter of agreement and control over the exploitation of any recording made hereunder.
- 1.5** A recording made hereunder and all rights thereto, such as the rights conferred by the Copyright Act and the rights arising hereunder, may not be transferred or assigned to a third party unless the third party agrees to abide by this letter of agreement and any contract arising therefrom and the GMMQ receives prior written notice to that effect. However, the OSM is authorized to license the rights pertaining to this recording.

- 1.6** OSM acknowledges:
- i. That the Musician remains the owner of all rights conferred upon him/her in his/her artistic performance by virtue of the Copyright Act;
 - ii. That under no circumstances does the Musician waive the exercise of his moral rights, if any, nor any recourse arising from the application of the provisions of the Civil Code of Québec and the Québec Charter of Human Rights and Freedoms with respect to his name, voice, likeness or image;
 - iii. That the Musician retains all rights and remedies against any violation of the Musician's rights mentioned in the preceding paragraphs.

ARTICLE 2 STUDIO-BASED CD RECORDINGS

The term "performance" used herein means a musical performance, including a studio-based or live recording session, a concert or a dress rehearsal.

2.1 Studio session for ten thousand (10,000) copies or less

2.1.1 Basic minimum fee

The hourly rate for a musician for a studio session for ten thousand (10,000) copies or less is five percent (5%) of the conventional fee in effect at the time of recording.

2.1.2 Duration of a studio session

A studio session shall be for a minimum of two (2) hours and a maximum of four (4) consecutive hours, including breaks. However, the maximum recording time per day is seven (7) hours.

2.2 Studio session for ten thousand and one (10,001) copies or more

2.2.1 Basic minimum fee

The hourly rate for a musician for a studio session for ten thousand (10,000) copies or more is six percent (6%) of the conventional fee in effect at the time of recording.

2.2.2 Duration of studio session

A studio session shall be for a minimum of three (3) hours and a maximum of four (4) consecutive hours, including breaks. However, the maximum recording time per day is seven (7) hours.

ARTICLE 3 LIVE CONCERT CD RECORDINGS

3.1 Basic minimum fee for a live concert recording

When a live concert is recorded, each musician participating in the concert receives six percent (6%) of the conventional fee in effect at the time of the recording, in addition to his or her fee for the live performance.

3.2 Recording of a live concert

3.2.1 Sound recording of dress rehearsal

Microphones may be installed during a dress rehearsal to allow for technical adjustment and microphone level adjustment, in preparation for recording the works to be recorded during a concert performance.

The OSM may record the dress rehearsal and use the recording to integrate it into the master tape without additional remuneration to the musicians, on condition that each work or movement of a work is played without interruption.

If a dress rehearsal is recorded, the musician must be informed in advance in the schedule communication.

3.3 Patch session

There may be a patch recording session for a minimum duration of thirty (30) minutes and a maximum duration of ninety (90) minutes, but only if the session is planned and begins within forty-five (45) minutes after the live recording of a concert. For this patch session, the musician is remunerated at 150% of the hourly rate of the conventional fee per thirty (30) minute tranche, depending on the duration of the patch session.

ARTICLE 4 GENERAL CONDITIONS

4.1 Related remittances

4.1.1 Retirement fund

The OSM shall pay a contribution to the retirement fund designated by the GMMQ equal to eleven percent (11%) of fees, for all musicians. A cheque to that effect must accompany the contract form upon remittance to the GMMQ.

4.1.2 Work dues

The OSM will deduct from the fee of all musicians work dues equal to four-point five percent (4.5%) of their fees. A cheque payable to la *Guilde des musiciens et musiciennes du Québec* or GMMQ for that purpose must accompany the contract form upon remittance to the GMMQ.

4.2 Contract form

A contract form detailing the related remittances (work dues and retirement fund contributions) must be transmitted to the GMMQ no later than thirty (30) days after the recording. The contract form must be signed by an OSM representative and contain the following information:

- Musicians' full name;
- AFM identification number;
- Brief description and title of the CD;
- Date and place;
- Minimum fee for calculation purposes;
- Remittances (work dues and retirement fund contributions).

ARTICLE 5 TERM OF THE AGREEMENT

- 5.1** This letter of agreement takes effect on September 1, 2023, and expires on August 31, 2028. Any new content recorded and broadcast on or after September 1, 2028, must form part of a new agreement.

IN WITNESS WHEREOF, the parties have signed this letter of agreement on **October 27, 2023.**

ANNEX 4 OSM - LETTER OF AGREEMENT - MULTIMEDIA

Between: **THE GUILDE DES MUSICIENS ET MUSICENNES DU QUÉBEC**, a lawfully constituted professional union, having its head office at 5445, av. De Gaspé, bureau 1005, Montréal (Québec), H2T 3B2.

hereinafter the "**GMMQ**"

And: **THE ORCHESTRE SYMPHONIQUE DE MONTRÉAL**, a non-profit corporation legally constituted under Part III of the Companies Act, having its head office at 1600 rue Saint-Urbain, Montréal (Québec), H2X 0S1.

hereinafter the "**OSM**"

PREAMBLE

WHEREAS the parties have entered into a Collective Agreement, the purpose of which is to set the working conditions for on-stage musical performances by any musician whose services are retained by the OSM;

WHEREAS the OSM may, from time to time, decide to record or capture the performances of musicians in order to produce a multimedia initiative, as this term is hereinafter defined in this letter of agreement, and to broadcast this multimedia initiative in order to ensure increased visibility and support its development;

WHEREAS the parties agree to establish, through this letter of agreement, the remuneration conditions applicable to such initiatives;

WHEREAS the Preamble forms an integral part hereof.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 DEFINITIONS

All terms defined in the Collective Agreement apply to this Letter Agreement. The parties further agree to the following definitions for the purposes of this Letter Agreement:

- 1.1 Content:** Product resulting from a sound and/or audiovisual recording captured during a concert or part of a concert before an audience, including in an educational setting.
- 1.2 Recording:** Operation that consists in capturing and fixing the sound content and/or image in a durable manner on a physical and/or digital medium.
- 1.3 Multimedia initiative or initiative:** The broadcasting of content as provided for herein.
- 1.4 Streaming:** A technique for distributing audio or video files by which they are transmitted in a continuous stream of data over a network, so that they can be played back in real time as they are transferred from a server to a client workstation. Limited or permanent downloads of an audio or video file are excluded from this definition.
- 1.5 Season:** Period running from September 1 to August 31 of the following year.

ARTICLE 2 PURPOSE AND CONDITIONS OF AUTHORIZATION

- 2.1** The OSM is hereby authorized to fix the performance executed by a Musician during a recording of a live performance, for the sole purpose of communicating this performance to users in accordance with article 3.1, subject to the conditions of use set forth in this letter of agreement.
- 2.2** The OSM assumes full responsibility for the application of this letter of agreement and control over the exploitation of any recording made hereunder.
- 2.3** A multimedia initiative produced hereunder and all rights thereto, such as the rights conferred by the Copyright Act and the rights arising hereunder, may not be transferred or assigned to a third party unless the third party agrees to abide by this letter of agreement and any contract arising therefrom and GMMQ receives prior written notice to that effect. However, the OSM is authorized to license the rights pertaining to this multimedia initiative.
- 2.4** OSM acknowledges:
- i. That the Musician remains the owner of all rights conferred upon him/her in his/her artistic performance by virtue of the Copyright Act;
 - ii. That under no circumstances does the Musician waive the exercise of his moral rights, if any, nor any recourse arising from the application of the provisions of the Civil Code of Québec and the Québec Charter of Human Rights and Freedoms with respect to his name, voice, likeness or image;
 - iii. That the Musician retains all rights and remedies against any violation of the Musician's rights mentioned in the preceding paragraphs.

ARTICLE 3 MULTIMEDIA INITIATIVE BROADCASTING

3.1 Paid multimedia initiatives

The following broadcasts are authorized in return for payment of the remuneration stipulated for each multimedia initiative, subject to the restrictions set out in article 3.2:

- a) Internet broadcasting of a concert or part of a concert, live or recorded, as part of a streaming webcast or on a download platform offered free of charge on an ephemeral basis or as a subscription catalog;
- b) The participation of musicians in a film and/or specialized documentary project. The OSM must consult the Musicians' Committee at least two (2) months in advance;
- c) Audio broadcasting of the multimedia initiative for on-demand listening;
- d) Broadcast of the multimedia initiative on the Internet or in theatres as part of a virtual or augmented reality production or other technology;
- e) Broadcast of a concert or part of a concert on a television channel;
- f) Broadcast of the multimedia initiative on radio by a foreign producer during a tour outside the country;
- g) Broadcast of the multimedia initiative on television by a foreign producer during a tour outside the country (maximum two [2] countries);
- h) With the agreement of the GMMQ, any other broadcast technology developed in the future.

3.2 Exclusion of use

Notwithstanding article 3.1, the following are excluded from the multimedia initiatives mentioned in the preceding article:

- a) Musicians' performances fixed on an audio or audiovisual medium for broadcast on radio, television or one of the platforms of the Canadian Broadcasting Corporation (CBC);
- b) Musicians' performances fixed on an audio medium intended for reproduction and distribution on compact audio disc (CD) or equivalent, as well as on any Associated download platform;
- c) Musicians' performances fixed on an audiovisual medium for reproduction and distribution on DVD or the equivalent, or on any Associated download platform.

- 3.3** Any multimedia initiative not listed in article 3.1 shall be subject to prior written agreement between OSM and

GMMQ, with the parties agreeing to act reasonably and negotiate in good faith.

3.4 Unpaid multimedia initiative

The following broadcasts are not considered to be an initiative broadcast referred to in paragraph 3.1 and are not subject to the payment provided for in section 4 of this letter of agreement:

- a. The broadcasting of a multimedia initiative for promotional purposes on the OSM's digital platforms, such as Facebook or YouTube. The content used must be edited in such a way as to obtain a sound and/or visual extract of no more than fifteen (15) minutes' duration with the possibility of using one (1) entire movement of a concerto or symphony;
- b. The recording of a maximum of two (2) educational concerts per season for live or deferred webcasts, during a streamed webcast or on a download platform offered free of charge on a temporary basis, for pedagogical purposes only.

3.5 Other non-permitted uses of a multimedia initiative

- 3.5.1 The multimedia initiative created and produced on or after September 1, 2023, under this letter of agreement may not be used to replace musicians who are on strike or locked out, or as a substitute for musicians for performances.
- 3.5.2 The multimedia initiative may not be used as admissible evidence in any dismissal, demotion, or disciplinary proceedings whatsoever.

ARTICLE 4 REMUNERATION

4.1 Fee for producing and broadcasting an initiative

All musicians participating in the recording receive a minimum fee for the production of a multimedia initiative. The fee for recording and broadcasting an initiative is in addition to the fee paid for the live performance under and is paid to the musicians by the OSM within the same timeframe as that stipulated in the Collective Agreement.

4.1.1 Lump-sum fee - Tenured musician

- a) For the duration of the agreement, a lump-sum fee of one thousand eight hundred dollars (\$1800) is paid to each Tenured Musician for the recording and broadcasting of multimedia initiatives provided for in the present agreement.
- b) Payment of the lump-sum fee is made in five (5) instalments of three hundred and sixty dollars (\$360) on September 1st of each season to all Tenured Musicians for the duration of the agreement.
- c) This lump-sum fee entitles the production of twenty-five (25) multimedia initiatives for the duration of the agreement. The use of these twenty-five (25) initiatives is credited to all Tenured Musicians even when a Tenured Musician is absent.
- d) Beyond the twenty-five (25) multimedia initiatives provided for in the lump-sum fee, the fee for each subsequent multimedia initiative is eighty dollars (\$80) for each musician.
- e) Beyond the multimedia initiatives provided for in the lump-sum fee, only the Tenured Musician participating in an additional multimedia initiative will receive a fee in accordance with 4.1.1d).

4.1.2 Extra Musician or other musician

An extra musician or any other musician participating in a recording who has not received a lump-sum fee receives the same fee as a permanent musician for each initiative. Payment of this amount will be made no later than fourteen (14) days after the recording of the concert.

4.2 Profit sharing

A share representing fifty percent (50%) of the profits generated by the multimedia initiatives, divided in proportion to the number of musicians involved, payable on each anniversary date of this letter of agreement and accompanied by a report specifying the revenues and expenses arising from these initiatives.

4.3 Broadcasting rights

Payment of the fee provided for in article 4.1 authorizes the OSM to broadcast an initiative without limit for ten (10) years.

4.3.1 Additional broadcast rights

Beyond the ten (10) years of use, each musician having participated in the multimedia initiative receives the remuneration provided for in article 4.1.1 d) for each additional ten (10) year period of use.

However, all multimedia initiatives produced under the terms of this letter of agreement may be reused during the OSM's 100th anniversary season, without additional remuneration to the musician.

4.4 Remittance - Pension fund, work dues and broadcasting report

For each musician:

- a) The OSM pays a contribution to the Musicians' Pension Fund of Canada of 11% in addition to all minimum fees provided for herein.
- b) The OSM deducts work dues of 3% from all minimum fees provided for herein.
- c) Payment of the remittances (contribution to the pension fund and work dues) as well as a broadcast report including a list of all musicians who participated in the recording must be sent to the GMMQ no later than thirty (30) days following the recording.

ARTICLE 5 RECORDING CONDITIONS

5.1 Concert recording

The fees provided for herein permit the recording of only one (1) performance of a concert from the same program. However, on two (2) occasions during the term of the agreement, there may be two (2) recordings of the same program without additional remuneration. For each additional recording, the musician receives 2% of the conventional weekly fee in effect.

5.2 Rehearsal

5.2.1 Recording a dress rehearsal

In planning of recording a concert, the installation of microphones will be permitted for the recording of the dress rehearsal in order to allow for technical and microphone level adjustments. The OSM may also record the dress rehearsal and use this recording as part of the master tape without additional remuneration to the musician. If a dress rehearsal is recorded, the musician must be informed in advance in the written schedule communication.

5.2.2 Dress rehearsal character

Any dress rehearsal recorded under 5.2.1 must retain its character of a normal rehearsal and must not be directed by the recording engineer or sound engineer. If such direction occurs, the dress rehearsal will be considered a recording as per 5.1.

5.2.3 Concert dress

If musicians are required to wear concert dress for the recording of a dress rehearsal in accordance with article 5.2.1, this dress rehearsal will be considered a recording in accordance with 5.1.

ARTICLE 6 TERM OF THE AGREEMENT

- 6.1** This letter of agreement takes effect on September 1, 2023, and expires on August 31, 2028. Any new content recorded and broadcast on or after September 1, 2028, must form part of a new agreement.
- 6.2** Notwithstanding Article 6.1, should a multimedia agreement negotiated with all Canadian symphony orchestras, including the OSM, come into force before the expiry of the present letter of agreement, this national agreement may replace the present letter of agreement with the agreement of the GMMQ and the OSM. An intention to adhere to this new national agreement must be submitted in writing to the opposing party with a reply within thirty (30) days, failing which the new agreement will apply as of that date.

IN WITNESS WHEREOF, the parties have signed this letter of agreement on **October 27, 2023.**

ANNEX 5 OSM – LETTER OF AGREEMENT — RENEWAL OF COLLECTIVE AGREEMENT 2025-2028

Between: **THE GUILDE DES MUSIENS ET MUSICENNES DU QUÉBEC**, a lawfully constituted professional union, having its head office at 5445, av. De Gaspé, bureau 1005, Montréal (Québec), H2T 3B2.

hereinafter the "**GMMQ**"

And: **THE ORCHESTRE SYMPHONIQUE DE MONTRÉAL**, a non-profit corporation legally constituted under Part III of the Companies Act, having its head office at 1600 rue Saint-Urbain, Montréal (Québec), H2X 0S1.

hereinafter the "**OSM**"

PREAMBLE

WHEREAS the parties have entered into a Collective Agreement for a period extending from September 1, 2023 to August 31, 2025 (Collective Agreement 2023-2025), the purpose of which is to establish the working conditions relating to the musical services rendered by any musician whose services are retained by the OSM;

WHEREAS the parties wish to provide for the provisions of the Collective Agreement that will be renewed and those that will be the subject of negotiation upon expiry of the 2023-2025 Collective Agreement;

WHEREAS the preamble forms an integral part of the present agreement.

THE PARTIES AGREE AS FOLLOWS:

1. The 2023-2025 Collective Agreement will be renewed for a period of 3 years, commencing September 1, 2025, and ending August 31, 2028.
2. The articles of the 2023-2025 Collective Agreement will be renewed unchanged in the 2025-2028 Collective Agreement, with the exception of the following provisions:
 - a) Only the contractual fee provided for in article 21.01 of the Collective Agreement will be subject to negotiation between the parties as part of the renewal of the Collective Agreement, in accordance with the provisions of the Act respecting the professional status of artist in the visual arts, film, the recording arts, literature, arts and crafts and the performing arts.
3. However, upon agreement of both parties, changes related to text structure, titles and article numbers may be made without changing the substance of said articles.
4. This letter of agreement comes into force on the date of its signature and expires upon the conclusion of a new Collective Agreement for the period extending from September 1, 2025, to August 31, 2028.

IN WITNESS WHEREOF, the parties have signed this letter of agreement on **October 27, 2023**.

ANNEX 6 OSM – LETTER OF AGREEMENT — VIRÉE CLASSIQUE

Between: **THE GUILDE DES MUSICIENS ET MUSICENNES DU QUÉBEC**, a lawfully constituted professional union, having its head office at 5445, av. De Gaspé, bureau 1005, Montréal (Québec), H2T 3B2.

hereinafter the "**GMMQ**"

And: **THE ORCHESTRE SYMPHONIQUE DE MONTRÉAL**, a non-profit corporation legally constituted under Part III of the Companies Act, having its head office at 1600 rue Saint-Urbain, Montréal (Québec), H2X 0S1.

hereinafter the "**OSM**"

PREAMBLE

WHEREAS the parties signed a Collective Agreement for the period of September 1, 2023, to August 31, 2025, the purpose of which is to establish the working conditions relative to musical performances given on stage by all musicians whose services are retained by the OSM as producer;

WHEREAS the parties agree to establish particular working conditions for the services executed during the Virée Classique (hereinafter "VC").

WHEREAS the parties agree that the conditions provided in the present letter of agreement allow to widen the musical repertoire during VC concerts while maintaining a reasonable working schedule for the musicians.

ARTICLE 1 RULES OF INTERPRETATION

1.1 The Preamble forms an integral part of the present letter of agreement.

ARTICLE 2 WORKING CONDITIONS FOR LA VIRÉE CLASSIQUE (VC)

2.1 Working conditions

During the VC, the working conditions provided in the current Collective Agreement are applicable subject to the following specific arrangements, which have precedence.

2.2 Specific arrangements

The specific arrangements during the VC are the following:

1. The workweek of the VC has to be of a maximum of eight (8) services for every musician.
2. The services executed during the VC include the "Double Concert Service".
3. The "Double Concert Service" is:
 - made up of two (2) concerts with a minimum of fifty (50) minutes break between the two (2) concerts.
 - considered as being (1) single service according to the Collective Agreement.
 - a maximal duration totalizing two and a half hours (2:30);
4. The Double Concert can be formed either of the full orchestra or divided according to the provisions of article 17 of the current Collective Agreement.
5. The number of Double Concert services formed by the full orchestra is limited to three (3).

2.3 Programming

The OSM makes a commitment to maintain a balance in the programming of the VC which will take into account the workload of the musicians.

2.4 Artistic and Logistic Assessment

An artistic and logistic assessment must be made at the end of the VC week of every contractual year at the request of either one (1) of the parties, to evaluate the conditions provided in the present letter of agreement. Following the assessment, modifications can be brought to the present letter of agreement with the acceptance of the two (2) parties.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 The present letter of agreement comes into effect the day of its signature and remains in effect until the signature of a new Collective Agreement.

3.2 In spite of article 3.1, modifications can be brought to the present letter of agreement following the artistic and logistic assessment as provided in article 2.3.

IN WITNESS WHEREOF, the parties have signed this letter of agreement on **October 27, 2023.**