

**2008 - 2011**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE OKANAGAN SYMPHONY SOCIETY**

**(hereinafter called the "Society")**

OF THE FIRST PART

**AND**

**THE VANCOUVER MUSICIANS' ASSOCIATION, LOCAL 145  
AMERICAN FEDERATION OF MUSICIANS  
OF THE UNITED STATES AND CANADA**

**(hereinafter called the "Association")**

OF THE SECOND PART

ARTICLE 1 GENERAL INTENT AND PURPOSE..... 5

ARTICLE 2 TERMS OF AGREEMENT..... 5

ARTICLE 3 MANAGEMENT RIGHTS..... 5

ARTICLE 4 CORE MUSICIAN CLASSIFICATIONS..... 6

ARTICLE 5 INDIVIDUAL CONTRACTS ..... 6

ARTICLE 6 SERVICES..... 6

ARTICLE 7 TOURS AND RUNOUTS..... 7

ARTICLE 8 SCHEDULES ..... 7

ARTICLE 9 DUTIES OF MUSICIANS..... 8

ARTICLE 10 FEES, EXPENSES AND BENEFITS..... 9

ARTICLE 11 OVERTIME .....12

ARTICLE 12 ELECTRONIC MEDIA AGREEMENT .....12

ARTICLE 13 AUDITIONS, PROBATION AND RENEWAL OF INDIVIDUAL  
CONTRACTS.....12

ARTICLE 14 NON-CORE MUSICIANS.....13

ARTICLE 15 DISCIPLINE, DISMISSAL, OR CHANGE OF CLASSIFICATION FOR  
MUSICAL REASONS..... 14

ARTICLE 16 DISCIPLINE AND DISMISSAL FOR NON-MUSICAL REASONS..15

ARTICLE 17 GRIEVANCE PROCEDURE.....15

ARTICLE 18 WORKING CONDITIONS.....16

ARTICLE 19 LEAVE.....16

ARTICLE 20 COMMITTEES AND SPECIAL POSITIONS.....17

ARTICLE 21 DISCLOSURE .....18

ARTICLE 22 UNION DUES.....18

## DEFINITIONS

1. **AFM.** The American Federation of Musicians of the United States and Canada.
2. **Agreement.** This Collective Bargaining Agreement (CBA) as defined in Articles 1 and 2.
3. **Artistic Planning Advisory Committee.** The Committee shall consist of the Music Director as chair, the General Manager, three professional musicians appointed by the Okanagan Symphony Players Association and two members appointed by the Board.
4. **Assistant Concertmaster.** Assistant Concertmaster of the Okanagan Symphony Orchestra.
5. **Association.** The Vancouver Musicians' Association, Local 145, American Federation of Musicians of the United States and Canada.
6. **Audition Committee.** A committee responsible for selecting Core musicians of the Okanagan Symphony Orchestra. (See Article 13.2)
7. **Board.** The Board of Directors of the Okanagan Symphony Society.
8. **Community Musician.** A musician engaged by the Society for one or more concerts in a concert season who is not paid a professional fee. (See Article 14.5)
9. **Concertmaster.** Concertmaster of the Okanagan Symphony Orchestra.
10. **Concert Season.** The period from October 1 of one year to May 31 of the following year when the Society's regular concerts are rehearsed and performed.
11. **Concert Series.** A series of concerts that are rehearsed and performed in all or some of the OSS regular performance centres, comprising Kelowna, Vernon, Penticton, plus for school concerts, Salmon Arm.
12. **Core Musician.** A professional musician engaged under the terms of the Collective Agreement. (See Article 2.)
13. **Extra Musicians.** Non-Core professional musicians who are engaged on a per-service basis and are not covered by this agreement unless otherwise specified.
14. **General Manager.** General Manager engaged by the Okanagan Symphony Society to manage the Society's day-to-day business operations.
15. **Individual Contracts.** A contract between the OSS and an individual Core musician which binds both parties to this Agreement. The individual contracts of all Core musicians, together with this Agreement, constitute the entire contract between the Core musicians and the Society.
16. **Librarian.** Contracted and paid by OSS; not covered by this Agreement. Secures and distributes music to Core and extra musicians; oversees return of all music following performance.
17. **Main Series and Mainstage Series.** (See Definition 11.)
18. **Music Director.** The Music Director/Conductor engaged by the OSS to develop and oversee the Society's music programming and to conduct the Orchestra.

19. **Music Director Search Committee.** A committee comprised of three Board members or nominees; three Core Musicians and chaired by the OSS Board President.
20. **Negotiation Committee for OSPA.** A committee comprised of a maximum of four Core Musicians, elected by the OSPA, and one VMA representative. (See Article 20.2)
21. **OSPA.** Okanagan Symphony Players' Association; comprised of all OSS Core Musicians.
22. **Orchestra.** Okanagan Symphony Orchestra.
23. **Orchestra Steward.** A Core musician reporting to the Association and identified to the OSS General Manager.
24. **Personnel Manager (PM).** A person appointed by the Society to ensure compliance with the Collective Agreement is maintained. The PM shall be in attendance at all Orchestra services; has the authority to ensure that everyone acts in a respectful and civil manner; shall expedite the complete staging requirements for orchestra services. (See Article 20.5)
25. **Players Committee.** A committee comprised of members of OSPA elected pursuant to the OSPA bylaws to represent the Core musicians. (See Article 20.1)
26. **Principal Musician.** A Core musician who is the leader of a section of the orchestra.
27. **Probationary Musician.** A Core musician whose services are being contracted on a probationary basis; that period not to exceed two consecutive seasons.
28. **Run out.** Any service or services that involve travel outside the regular performance centres named in Definition 11 above. Overnight accommodation not required for run outs.
29. **Section Musician.** A Core musician who plays in a section of the orchestra and who is not a principal musician.
30. **Service.** A rehearsal or performance of the Orchestra that Core musicians are required to attend.
31. **Society.** The Okanagan Symphony Society (OSS). See Definition 22.
32. **Tour.** Any service or set of services that involves travel outside the centres named in Definition 11 requiring overnight accommodation.
33. **VMA.** Vancouver Musicians' Association: see Definition 5.



**ARTICLE 4 CORE MUSICIAN CLASSIFICATIONS**

- 4.1 A Core Musician is a professional musician and member of the Orchestra engaged by the Society on a continuing basis from concert season to concert season who is covered by the terms of this Agreement
- 4.2 The current number of Core positions in the Orchestra is eighteen (18). The make up of the Core shall consist of the following positions:
- (a) Concertmaster
  - (b) Assistant Concertmaster
  - (c) Principal Musicians: second violin, viola, cello, doublebass, flute, oboe, clarinet, bassoon, French horn, trumpet
  - (d) Section Musicians: two first violins, two second violins, one viola, one cello

This number shall not be reduced unless the Board determines that there is a substantial shortage of funds.

**ARTICLE 5 INDIVIDUAL CONTRACTS**

- 5.1 An individual contract for each Core musician shall be signed by each Core musician and the General Manager in accordance with the terms of this Agreement. The Personnel Manager will assist in the preparation and tracking of contracts as required by the OSS. The Society and the Association shall use a form that is mutually acceptable to both parties, including
- a) position/ instrument
  - b) period of probation
  - c) dates of concert season
  - d) copy of contract at initial signing including terms and conditions as set out in the Collective Agreement between the Vancouver Musicians' Association, Local 145, AFM and The Okanagan Symphony Society.
  - e) work papers for Canada, if required
- 5.2 Both the Core musician and the General Manager shall sign an individual contract. A signed copy shall be retained by the Society, and one signed copy shall be given to the musician and to the Association by the General Manager. The Association's copy shall be forwarded within ten days of the contract being signed by the Core musician and the Society. An individual contract together with the Collective Agreement constitutes the entire contract between a Core musician and the Society.

**ARTICLE 6 SERVICES**

- 6.1 A service is a rehearsal or concert of the Orchestra which is two and one-half hours or less in length, including an intermission with a minimum length of 20 minutes. A dress rehearsal may be three hours in length provided that one earlier rehearsal for a given concert series is no longer than two hours.
- 6.2 A section rehearsal required by the Music Director shall count as a service. Musicians shall receive written notification.
- 6.3 The Society shall contract the Core musicians for a minimum of 55 services per concert season (see Definition 10) during the period of this contract, subject to the terms and conditions of this Agreement

- 6.4 When two scheduled concerts are performed within a two and one-half hour period they shall be considered as one service. No more than two such services shall be played in one day.
- 6.5 The Core musicians may be requested to donate two services without pay in each concert season. The Society shall consult OSPA prior to scheduling such services. The OSPA will determine whether or not to perform the requested donated services by secret ballot, and advise the OSS within 48 hours of the outcome of the ballot.
- 6.6 Core musicians shall receive first consideration in hiring for any services in addition to those guaranteed for the concert season. Musicians shall be paid the regular service fee and expenses pursuant to Article 10 for such services.
- 6.7 The maximum time-lapse between same-day services shall be 3.5 hours except when travel between centers is required for same-day services.

#### **ARTICLE 7 TOURS AND RUNOUTS**

- 7.1 A Tour shall be defined as any service or set of services that involves travel outside of the regular performance centers of Kelowna, Penticton, Vernon and Salmon Arm and requires overnight accommodation.
- 7.2 A Runout shall be defined as any service or set of services that involves travel outside of the regular performance centers of Kelowna, Penticton, Vernon and Salmon Arm and where overnight accommodation is not required.
- 7.3 The Society shall consult the Players' Committee about the number and days of any Tours and Runouts, if known, prior to the release of the schedule of services.
- 7.4 The Society shall negotiate per diem rates and travel allowances with the Players' Committee at least 30 days prior to departure of any Tours.
- 7.5 An itinerary for all Tours shall be provided to each Core musician at least 30 days prior to departure. Details shall include, but are not limited to, the number of days, repertoire, schedule, departure times, destinations, and accommodation.

#### **ARTICLE 8 SCHEDULES**

- 8.1 The Society shall provide each Core musician with a schedule of services for the next concert season by May 1<sup>st</sup> of the current concert season. Any Core musician with a scheduling conflict shall notify the General Manager of the specific conflict by May 15<sup>th</sup> to seek a mutually satisfactory resolution, if possible. If not, alternate contracts may be made by the Society.
- 8.2 The Society may amend the schedule of services by giving at least 30 days written notification of any changes or additions to the schedule of services. Such notice shall include the city, date, time, type of service, and, if possible, the location. Any schedule change or addition to the current schedule by the Society shall be in a separate letter or email clearly titled "Schedule Change." Each musician must acknowledge receipt of this notice in writing to the Personnel Manager within five days of receipt of notice.
- 8.3 Core musicians who have conflicting written contractual engagements shall not be required to comply with amendments to the schedule involving changes to date, time, or additional services and will be paid if the changed or added service is counted as one of the guaranteed services.
- 8.4 Core musicians shall be provided with a minimum of 21 days' notice if a service is cancelled within the control of the Society. If a cancellation occurs which is beyond the control of the Society,

notice shall be given as soon as possible. Core musicians shall be paid for a service that is cancelled with less than seven days notice as if the service had been performed.

- 8.5 The Society shall attempt to book an equal number of rehearsal days during the season, excluding dress rehearsals, in Vernon and Kelowna.
- 8.6 No service shall be scheduled on Labour Day, Thanksgiving Day, the period from December 24 to January 1 inclusive, Friday to Monday inclusive of the Easter weekend, and the consecutive 14 day period of the Public School spring break in Kelowna.
- 8.7 Regular concerts are currently performed on Friday, Saturday and Sunday. As long as concerts are performed in this format, the Society shall not normally schedule services on Monday and Tuesday afternoons and evenings. No more than one exception to this schedule per season is to be requested by the Society.
- 8.8 The Society shall normally release its preferred Kelowna concert dates, as soon as these dates are confirmed with the Kelowna venue and as soon as is practicable, to the Kamloops Symphony Orchestra. The Society shall also normally release its preferred concert season weekend dates, as soon as these dates are available, to the Kamloops Symphony Orchestra. These dates shall not be construed as final and binding on the Society.
- 8.9 Under normal conditions, the Society shall make available the music to be performed at subscription concert series to the Core musicians approximately three weeks prior to the first rehearsal for that concert series provided that:
- a) it has arrived;
  - b) in the case of string parts, string principals have completed bowings.
- 8.10 From time to time, the Society shall give consideration to works of a contemporary nature or works that are not standard repertoire and allow the music to be available no more than six weeks but no less than three weeks prior to the first rehearsal for that concert provided that:
- a) The cost of bringing the parts in earlier does not have a significant financial impact on the Society;
  - b) it has arrived;
  - c) in the case of string parts, all string principals have completed bowings.
- 8.11 The minimum notification for meetings where OSPA representation is solicited shall be seven (7) days, unless agreement from OSPA representation is received in writing, including email within the (7) day period by the Society.

## **ARTICLE 9 DUTIES OF MUSICIANS**

- 9.1 Members of the Orchestra shall be prepared to rehearse or perform at the time set for the commencement of a service. Any musicians arriving late for a scheduled service will be considered tardy. If sickness or another reasonable cause prevents a musician from providing a service, the musician shall notify the Personnel Manager as soon as possible, and arrange for any necessary music to be delivered to the site of the service.
- 9.2 Core musicians shall provide a suitable instrument at their own expense.
- 9.3 A principal musician, in addition to the provisions of Articles 9.1 and 9.2, shall:
- a) guide the members and ensure the quality of musicianship by leadership of her/his section in accordance with the musical directives of the Music Director;
  - b) annotate one set of musical parts with appropriate bowing marks in the case of string sections;
  - c) supervise a rehearsal of her/his section when the Music Director deems a section rehearsal to be necessary;

- d) arrange the seating of non-Core musicians for her/his section; and,  
 e) serve on an audition committee when necessary and requested by the Music Director.
- 9.4 The Concertmaster, in addition to the provisions of Articles 9.1 and 9.2, shall:  
 a) exhibit and exemplify professionalism and artistic excellence through leadership and example;  
 b) give musical leadership under the direction of the Music Director;  
 c) initiate and complete bowing procedure prior to first rehearsal; and  
 d) direct tuning of the orchestra as necessary.
- 9.5 The Assistant Concertmaster, in addition to the provisions of Articles 9.1 and 9.2, shall assume the duties of the Concertmaster in the absence of the latter.
- 9.6 The dress code for the Orchestra for performances shall be as follows:  
 a) Main Series  
Men  
 Black tuxedo, white dress shirt, black bow tie, black cummerbund, black socks and black shoes.  
Women  
 Long (ankle length or longer) or mid-calf black dress or long (ankle length or longer) or mid-calf black skirt or formal black pants with a black top, black stockings, and black dress shoes. No leggings, casual sweaters, t-shirts or sweatshirts allowed.  
 b) All other concerts  
 To be determined by the Music Director and communicated to the musicians by the Personnel Manager, in writing, at least two weeks prior to the concert.
- 9.7 For the purpose of Employment Insurance benefits only, a Core musician's total workload constitutes an average of 25 hours per week throughout the concert season. This workload is based on time spent at services, personal professional time for preparation of parts, skill maintenance, and travel time.

#### **ARTICLE 10 FEES, EXPENSES AND BENEFITS**

- 10.1 A Core musician shall be paid the minimum per service fee as follows:

	2008-2009	2009-2010	2010-2011
Musician as per 4.2 (a)	\$156.93	\$158.50	\$160.88
Musicians as per 4.2(b) and (c)	\$122.94	\$124.17	\$126.03
Musician as per 4.2 (d)	\$98.36	\$99.34	\$100.83

- 10.2 Cheques for each concert series shall be available to OSPA musicians no later than the intermission of the final concert. Each OSPA musician will be paid for the maximum number of services paid for any OSPA musician in each series. In the event that any of the guaranteed services have not been booked by April 30, for the current concert season, payment for those services shall be made no later than May 31 of that season.

Payment for a service in addition to the guaranteed services shall be added to the next cheque following the date on which the additional service was performed.

10.3 Deductions for income tax, Canada Pension Plan, and Employment Insurance premiums shall be made in accordance with current Canada Customs and Revenue Agency guidelines and will be remitted, with the prescribed employer contributions. The OSS will make available to the Association representative, a confirmation spreadsheet showing deductions and payments made, on request.

10.4.1 When doubling is requested and assigned by the OSS, resulting in a musician having to prepare or perform on more than one instrument during the service, then, except as hereinafter provided, he or she shall be paid according to the following:

- a) 1<sup>st</sup> double - shall be paid at a rate of 1/2 of a Core section musician's per service fee as per article 10.1
- b) subsequent doubles - shall be paid at a rate of 1/4 of a Core section musician's per service fee as per article 10.1

Notwithstanding the above, the following doubles are permitted without payment of any additional fees:

- a) Brass  
Instruments in the trumpet family with the exception of the piccolo trumpet;  
Alto and tenor trombones;
- b) Winds  
A and B-flat clarinet;  
Tenor and alto saxophones only;
- c) Percussion  
Timpani, drums, cymbals, triangle, Latin percussion, or any electronic instrument or accessory of a non-chromatic nature;

Marimba, xylophone, glockenspiel, or any instruments of chromatic nature, mallet or manual keyboard with the exception of full organ (multi-manual foot pedal)

10.5 The Society shall also provide the following in addition to the fees in 10.1:

- a) Vacation pay - This will be added to each concert series payment and calculated at the following rates based on OSPA musician fees:
  - i) 4% for Core musicians with less than five years employment and, ii) 6% for Core musicians with five or more years employment. A leave of absence year shall not be counted as a year of employment.

b) Expenses -A Core musician shall be paid an expense amount for each service, as follows:

2008-2009	2009-2010	2010-2011
29.25	\$29.54	\$29.98

This amount shall be paid in accordance with the schedule described in Article 10.2. This expense allowance is a taxable benefit and subject to payroll deductions of income tax.

Employment Insurance premiums and Canada Pension Plan shall be made and remitted in accordance with current Canada Customs and Revenue Agency guidelines. The employee must include the allowance in income and can claim allowable employment expenses. For this purpose, the Okanagan Symphony Society will provide Form T2200,

Declaration of Conditions of Employment, at the time T 4 slips are issued, no later than February 28 of each calendar year, as requested.

c) Donation - A Core musician who donates a service or time for a charitable event (such as a Symphony Gala) shall be paid an expense allowance as per Article 10.5 (b) for each donated service in lieu of a claim for out-of-pocket expenses. Such a payment shall be added to the next cheque following the date on which the donated service was performed.

d) Benefits – Each Core musician enrolled in the Group Benefits Plan shall contribute 0.5% of the total annual cost of his/her individual, couples or family plan for each service paid; this amount to be deducted from payments issued for each concert series. The Society shall pay the remainder of the cost. Benefits shall include the following:

Life insurance  
Dental  
Accidental Death and Dismemberment  
Extended Health  
Dependent Life Insurance

These benefits shall be provided by an insurance company of the Society's choosing. There is no obligation for a musician to enroll in said plan. The business arrangements for the plan shall be made by the Society.

e) Pension - For all services covered by this Agreement, the Society shall contribute an amount of ten percent (10%) of each Core musician's fee, as per 4.2 a)/b)/c)/d), to the American Federation of Musicians and the Employers Pension Plan Welfare Fund (Canada) created pursuant to Agreement and Declaration of Trust dated April 9, 1962. Such contributions shall be mailed to the Association who shall deliver said contributions to the AFM-EPW Pension Fund (Canada), 2255 Sheppard Avenue East, Suite A110, North York, Ontario, M2J 4Y1.

f) Bus travel - The Society shall provide return transportation from Kelowna and Vernon for musicians via standard highway travel-type bus for concerts that take place during the season in Salmon Arm and Penticton.

g) Step-up payments will be paid for step-ups from Section to Principal and from Principal to Concertmaster. Payment will be the difference between the pay scales.

10.6 A Core musician who is absent from a service, except as provided for in Article 19, shall not be paid for that service, either fee or expense.

10.7 A Core musician may be engaged as a featured soloist. The fee shall be negotiated between the General Manager and the Core musician at the time the solo work is offered.

10.8 Profit sharing clause:

The provisions of this clause shall not be applied until any accumulated deficit is eliminated.

If at the end of a fiscal year the OSS has achieved an operating surplus, one-half of the operating surplus, to a maximum of \$25,000.00, shall be paid to the Core musicians, pro rata, on or before 30 days following delivery to the Society of final Financial Statements.

"Operating surplus" shall be defined as the surplus achieved excluding funds received for the specific purpose of deficit reduction or for any other specific purposes that would prevent the funds from being paid to the Core players in the current season.

**ARTICLE 11 OVERTIME**

- 11.1 Overtime shall be calculated in increments of one-quarter (1/4) hour. A partial quarter hour shall be treated as one-quarter (1/4) hour.
- 11.2 Overtime shall be paid at the rate of one hundred fifty percent (150%) of one-tenth (1/10) of the musician's applicable, minimum, regular per-service fee (see Article 10. 1a) for each one-quarter hour or part thereof of overtime.
- 11.3 The Society shall not be required to pay for overtime caused by a power failure or any similar interruption beyond the control of the Society.
- 11.4 Only those musicians actually performing or required to be onstage at the end of a service which goes into overtime shall be paid overtime.
- 11.5 The end of a concert service shall be defined as the time at which the conductor leaves the stage for the final time.

**ARTICLE 12 ELECTRONIC MEDIA AGREEMENT**

- 12.1 Recording Clause  
The Vancouver Musicians' Association grants the Society permission to record rehearsals and concerts for archival and study purposes only. With the prior permission of the VMA, the Society may record brief excerpts from rehearsals and/or concerts for promotional and publicity purposes.
- 12.2 Except as stated above, no service or any part thereof shall be recorded, reproduced, or transmitted from the place of the service in any manner or by any means whatsoever, by the Society or by any other person(s), in the absence of a specific written agreement with the VMA. Real-time, in house video stage-screen close-ups of the OSO, in the Kelowna Community theatre, are exempt from this clause.
- 12.3 Should any recorded product created and/or utilized under the terms of this Agreement ever be utilized for any purposes not explicitly set forth herein, the Society shall enter into and fulfill all conditions required by the appropriate agreement of the AFM including, but not limited to, the payment of prevailing wages and allied fringe benefits outlined therein.

**ARTICLE 13 AUDITIONS, PROBATION AND RENEWAL OF INDIVIDUAL CONTRACTS**

- 13.1 A vacancy, other than that created by a Leave of Absence, for a Core position in the Orchestra covered by this Agreement shall be filled using the following audition procedure. An audition shall be announced in publications such as Orchestras Canada and AFM publications a minimum of 60 days prior to the audition being held. The Society will notify the Association of a vacancy by letter or e-mail prior to advertising the position.
- 13.2 The membership of an Audition Committee shall consist of the Music Director who shall chair the Committee, the Concertmaster, plus the following:
- a) the Assistant Concertmaster and all principal string musicians and one principal wind musician selected by the Music Director for a string audition; or,
  - b) all principal wind musicians and one principal string musician selected by the Music Director for a wind or percussion audition.
- 13.3 Members of an Audition Committee shall be consulted as to their availability prior to scheduling auditions.
- 13.4 The Society shall pay Audition Committee members attending auditions for replacement of permanent Core musicians \$60 for auditions lasting between one and three hours, and \$90 for auditions lasting between three and five and one-half hours.
- 13.5 No audition shall be scheduled if more than one member of the Committee is not available.

- 13.6 The auditions shall take place behind a screen so that the candidates will be anonymous to the Committee. Sufficient room shall be provided behind the screen so that a candidate may perform comfortably.
- 13.7 Both the prepared musical works and the sight-readings for an audition shall be selected by the Music Director and the principal musician of the applicable section. If the vacant position is that of a principal musician, the Music Director shall select the musical works.
- 13.8 Round one. The Committee shall vote by secret ballot to recommend candidates to audition for a second round. Candidates who receive a majority vote of 50% plus one will be asked to audition for a second round.
- 13.9 Round two. The Committee shall vote by secret ballot to ask a candidate or candidates to audition for a final round. Candidates who receive a majority vote of 50% plus one will be asked to audition for a final round.
- 13.10 The Music Director shall conduct the final audition and may;
- a) remove the screen; or,
  - b) request some or all final candidates to audition; or,
  - c) dismiss any or all candidates; or,
  - d) request a candidate to rehearse and perform a concert series before making a final decision; or,
  - e) make a final selection.
- 13.11 The Music Director or designate shall investigate character references and employment history of the recommended candidate before offering a position.
- 13.12 A successful candidate shall be on probation during his or her first concert season.
- 13.13 The Audition Committee shall review the performance of a probationary Core musician at least once during the probationary season. Such a review shall be undertaken no later than the beginning of the March concerts. After discussion, the Committee members shall recommend a course of action to the Music Director who will decide to:
- a) grant a continuing contract to the musician; or,
  - b) grant a further probationary contract to the musician; or,
  - c) not renew the musician's contract.
- The musician shall be notified orally and in writing by the General Manager within five days of the Music Director's decision, and, in any event, no later than April 15<sup>th</sup>.
- 13.14 A non-probationary, Core musician, other than one who has received notice of termination under the provisions of Article 15, and other than one who has given notice of resignation, shall be automatically engaged for the next concert season.
- 13.15 A Core musician may resign from her/his position by submitting notice in writing to the General Manager at least 30 days prior to the effective date. The latter shall not take place during any concert series.

#### **ARTICLE 14                      NON-CORE MUSICIANS**

- 14.1 A non-Core musician may be collectively referred to as an extra musician, is a professional musician, who is engaged by the Society for one or more specific concerts in a concert season. The musician is not a member of OSPA, and may or may not be a member of the AFM.



- 15.5 Change of classification or termination of employment shall be subject to grievance and arbitration as provided for in Article 17 with the exception of Article 17.5 and 17.6.

**ARTICLE 16 DISCIPLINE AND DISMISSAL FOR NON-MUSICAL REASONS**

- 16.1 The Society shall not terminate a contract with, dismiss, or otherwise discipline a Core musician except for just and reasonable cause. Nothing in this article shall be construed as to deprive a Core musician, the Society, or the Association of the right to use the grievance and arbitration procedure in Article 17. Just cause shall include, but is not limited to, one or more of the following:
- a) persistent and serious infraction of any term of this Agreement;
  - b) repeated willful and inexcusable absence from or tardiness at concerts and/or rehearsals;
  - c) appearance at rehearsals or concerts in an intoxicated condition from alcohol and/or drugs such that the musician is unable to perform at a minimum acceptable standard; or,
  - d) repeated and willful refusal to accept reasonable direction during services from the Music Director.
  - e) unprofessional behavior damaging the reputation of the Society and/or its directors and staff.
- 16.2 The Music Director or General Manager shall meet with the musician to review her or his concerns, and shall make a recommendation to the Board. The Board shall inform the musician in writing and, if possible, in person, within five days of the meeting, of the action (dismissal, imposition of other discipline, reprimand, no action, etc.) that it intends to take, as well as the reasons for the action.
- 16.3 A dismissal for cause or the imposition of other discipline shall be subject to grievance and arbitration as provided for in Article 17.

**ARTICLE 17 GRIEVANCE PROCEDURE**

- 17.1 A grievance shall be any dispute or difference arising out of the application, interpretation, administration, or alleged violation of the provisions of this Collective Agreement. A grievance shall not be based on the provisions of Article I.
- 17.2 Any difference arising between the Society and the Association concerning the interpretation, application, or any alleged violation of this Collective Agreement shall be resolved without work stoppage in keeping with the procedures described in this Article.
- 17.3 The Society and the Association shall use every reasonable effort to encourage the informal, amicable, and prompt resolution of grievances arising from the administration, interpretation, or application of this Collective Agreement.
- 17.4 If a Core musician wishes to grieve a matter, he or she shall bring the matter in writing to the attention of the Players ' Committee within 15 days of the event that gave rise to the grievance or of becoming aware of the issue that gave rise to the grievance.
- 17.5 The Players ' Committee shall forward a written copy of the grievance with supporting reasons to the Association and to the General Manager within five days of being informed of the grievance. The Committee shall attempt to resolve the grievance with the General Manager.
- 17.6 If the grievance is not resolved with the General Manager to the satisfaction of the Committee within 15 days of the General Manager being informed of the issue in writing, the Association shall have a further 15 days to decide whether to proceed to arbitration.
- 17.7 A grievance may not proceed to arbitration without the written consent of the Association.

- 17.8 If the grievance is pursued to arbitration, the Association and the Society shall appoint a mutually acceptable, independent arbitrator to resolve the grievance. The parties will choose the arbitrator within 10 days. The decision of the arbitrator shall be final and binding on both parties.
- 17.9 If the parties are unable to agree on an arbitrator, either party may apply to the Minister of Labour to appoint an arbitrator. The Minister's decision shall be final and binding on both parties.
- 17.10 Each party shall pay its own costs of the arbitration, and one-half of the fees and expenses of the independent arbitrator.
- 17.11 The parties may agree to an extension of the time period specified at any step in the grievance procedure.
- 17.12 All written communication pursuant to this article shall be by registered mail or receipted delivery.

#### **ARTICLE 18 WORKING CONDITIONS**

- 18.1 The Society shall provide a temperature of not less than 20 degrees Celsius at all services.
- 18.2 The Society shall provide adequate lighting at all services.
- 18.3 Risers that are used at any service shall be of adequate size, of safe and solid construction, and equipped with safety strips on the back and side edges.
- 18.4 The performance area shall be set at least 30 minutes prior to the commencement of a regular, concert-season concert. The Steward shall ensure that the conditions specified in Articles 18.1, 18.2 and 18.3 are met at this time. If any of the required conditions have not been met by the time of the scheduled start of a concert, the musicians shall not be required to provide a service until these conditions are satisfied.
- 18.5 The Society shall provide secure rooms at all concert sites for the storage of the musicians' instrument cases and personal belongings.
- 18.6 All provincial legislation and related regulations shall be applicable and take precedence over this Agreement

#### **ARTICLE 19 LEAVE**

- 19.1 A Core musician shall be entitled to a maximum of four (4) days of sick leave per concert season without loss of pay, with the proviso that any of the four days of sick leave allotted for one concert season, which is/are not used in that season, may be carried forward one season only. The Society may require presentation of a physician's certificate.
- 19.2 Compassionate leave at half-pay shall be granted if required for a maximum of five consecutive days per concert season following the death or serious illness in the musician's immediate family. Immediate family consists of spouse, children, parents, mother and father-in-law, and siblings.
- 19.3 The provisions of the Employment Standards Act with respect to maternity leave shall be applicable. A female musician shall be entitled to unpaid maternity leave of up to seventeen (17) consecutive weeks commencing no earlier than eleven (11) weeks before the expected date of delivery and ending no earlier than six (6) weeks after the date of birth.
- 19.4 A musician shall be entitled to be absent to a maximum of seven days, consecutive if necessary, without pay to attend out-of-town auditions, provided the musician informs both the Orchestra Personnel Manager and the General Manager in writing at least 14 days prior to her or his absence.

- 19.5 A musician who is unable to perform a concert for reasons not covered by this Article shall not be paid for rehearsals pertaining to that concert unless requested to rehearse by the Music Director.
- 19.6 A Core musician who has completed a minimum of three consecutive seasons may, prior to April 30th of a season, apply to the Society for a one-season Leave of Absence to commence the immediately following season. The Society shall reply to the applicant, either approving or denying such request, no later than May 31<sup>st</sup> of the season the application is made. All such correspondence shall be in writing with copies forwarded to the Association. The following conditions will apply to any Leave of Absence:
- a) shall be granted for a maximum of one season.
  - b) shall not be granted more than once to the same musician within a five-year period.
  - c) shall not be granted to more than one Core musician during any one season. Should the Society receive more than one application in one season, priority shall be given to the musician with the greatest seniority in seasons of service.
  - d) The musician shall receive no fee during a Leave of Absence. His/her position with the Orchestra shall be guaranteed upon return from Leave.
  - e) The musician shall confirm, in writing, no later than February 28th of the season in which he/she is on Leave, his/her intent to return to his/her position with the orchestra. If such confirmation is not received by February 28th, it will be deemed that the musician has resigned his/her position.
  - f) A vacancy created by a Leave of Absence may be filled by a Core musician paid at the appropriate Core rate for that position or by a non-Core musician on a per service contract. The Music Director, in consultation with the Concertmaster and a principal musician most closely related to the vacant position, shall choose a replacement.
- 19.7 A Core musician may request to be absent from a rehearsal or concert series. The request must be submitted to the General Manager no later than 30 days prior to the first service the musician wishes to be released from. The Society may accommodate the request, if possible.
- a) Any Core musician absent from services shall not be paid, pursuant to Article 10.
  - b) No more than three Core musicians, and no more than two Core musicians per section, may be absent from any one concert series.
  - c) To maintain Core status, a Core musician shall not be absent from more than two complete concert series in any one season unless the circumstances giving rise to an absence are clearly beyond the musician's control and are of a family or personal emergency nature.
  - d) The Music Director shall be responsible for replacing the Core musician.

## **ARTICLE 20 COMMITTEES AND SPECIAL POSITIONS**

- 20.1 The Players Committee is composed of members elected by and from OSPA members in accordance with OSPA bylaws. Through the OSPA Representative, the Committee may represent the interests of the Core Musicians as those interests relate to the OSS. The General Manager of the OSS will receive any communication sent by the Players' committee through the OSPA Representative.
- 20.2 The Association's Negotiation Committee is composed of a maximum of four Core musicians elected by and from the members of the Okanagan Symphony Players' Association, and one representative from the Association. The Personnel Manager may not be elected to this Committee. The Committee shall negotiate with the Society on behalf of the Association. The Society's Negotiation Committee shall consist of no more than four persons.
- 20.3 The Artistic Planning Advisory Committee is a Committee established by the Board whose membership shall consist of the Music Director as Chair, the General Manager, three Core musicians elected by and from the membership of the OSPA, and two members appointed by the Board. The Music Director shall present proposed musical programs for a concert season, including the guest artists and guest conductors to be engaged, to the Artistic Planning Advisory

Committee for review and discussion. The Committee shall offer advice to the Music Director regarding the proposed programs. The Music Director shall provide the proposed musical programs to members of the APAC no later than one week before the initial meeting. The initial meeting to discuss the program for the subsequent season shall be held no later than February 1. A follow up meeting, if needed, shall be held no later than March 1.

- 20.4 a) The Board shall establish a Search Committee when it is necessary to engage a new Music Director. The Search Committee shall propose the recruitment procedure and selection criteria to be used to the Board for approval. The Committee shall short-list and interview candidates, and recommend a candidate for appointment to the position of Music Director and Conductor to the Board. The Board shall determine the membership of the Committee but it shall minimally consist of three Core musicians elected by OSPA, three Board members, the General Manager, and the President of the Society who shall Chair the Committee. Each member of the Committee shall have a vote.
- 20.4 b) The Board of the Society shall establish a Review Committee to review the performance of the Music Director before renewing the Music Director's contract. The committee shall seek the views of the Core musicians through OSPA.
- 20.5 Personnel Manager shall
- a) be engaged by the OSS;
  - b) be a present or former member of the OSO unless released from this obligation by OSPA;
  - c) act as a liaison between management, musicians, conductors and the VMA;
  - d) in addition to such duties as may be determined by the OSS or elsewhere in this Agreement, the Personnel Manager shall be responsible for the monitoring of this Agreement and shall promote the interests of the musicians and the OSS;
  - e) shall not be entitled to take part in discussions relating to the negotiation of a Collective Agreement;

Should there be a situation where there is no suitable candidate for the position of Personnel Manager as outlined above, the General Manager has the right to designate some or all duties of the Personnel Manager to a member of the OSS staff.

- 20.6 OSPA shall appoint an Orchestra Steward who shall be a Core musician whose duties are as follows:
- a) to assist the musicians to comply with the terms of this Agreement;
  - b) to ensure that all OSPA musicians hold paid membership in the Association;
  - c) to report any violation or anticipated violation of this Agreement to the Association;
  - d) to advise the Music Director of break and end-of-rehearsal times;
  - e) to advise the musicians regarding warm-up and stage decorum, and,
  - g) to provide written reports on each concert series, including rehearsals and concerts to the Association;
  - h) The Society shall pay an additional fee to the Orchestra Steward amounting to ten percent of a Core section musician's minimum service fee for each service.

## **ARTICLE 21                      DISCLOSURE**

21.1 Core musicians shall notify the Society of any conflicts of interest prior to involvement in any and all decision making activities on behalf of the Society.

## **ARTICLE 22                      ASSOCIATION MEMBERSHIP AND UNION DUES**

22.1 A Core musician, as a condition of employment, shall remain or become a member of the Association and the A.F.M. within 30 days of signing a contract with the Society and shall remain a member in good standing for the duration of this Agreement. The musician shall also become and remain a member of the Okanagan Symphony Players' Association (OSPA) as a condition of employment.

- 22.2 A Core musician, as a condition of employment, shall complete an Assignment of Fees form providing for the deduction of 3% of the musician's fees as dues for the Association. The combined amount for all Core musicians shall be forwarded promptly by the Society to the Association on a monthly basis.
- 22.3 Nothing in this Agreement shall be so construed as to interfere with any obligation which said Core musicians owe to the Association or the Federation.

**SIGNED, SEALED AND DELIVERED BY  
THE VANCOUVER MUSICIANS'  
ASSOCIATION, LOCAL 145, A.F.M  
IN THE PRESENCE OF:**

\_\_\_\_\_  
**President of Association**

\_\_\_\_\_  
**Secretary of Association**

\_\_\_\_\_  
**Chairperson, OSPA**

\_\_\_\_\_  
**Date**

**SIGNED, SEALED AND DELIVERED  
THE OKANAGAN SYMPHONY  
SOCIETY IN THE PRESENCE OF:**

\_\_\_\_\_  
**President of Society**

\_\_\_\_\_  
**General Manager of Society**

\_\_\_\_\_  
**Date**